सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 20,400

e-Stamp

Certificate No.	:	IN-KA65946540503467T
Certificate Issued Date	:	04-Aug-2021 12:31 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL94601840567827T
Purchased by	:	HINDUJA GLOBAL SOLUTIONS LIMITED
Description of Document	:	Article 5 Agreement relating to Sale of Immoveable property
Description	:	AGREEMENT FOR CONVEYANCE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	HINDUJA GLOBAL SOLUTIONS LIMITED
Second Party	:	BETAINE B V
Stamp Duty Paid By	:	HINDUJA GLOBAL SOLUTIONS LIMITED
Stamp Duty Amount(Rs.)	:	20,400 (Twenty Thousand Four Hundred only)

Authorised Signatory

for Stock Holding Corporation of India Ltd

HINDUJA GLOBAL SOLUTIONS LIMITED IN-KA65946540503467T RS. 20,400 04-AUG-2021 12:31 PM

Please write or type below this line

This stamp paper forms an integral part of the master framework agreement dated August 9, 2021 entered into among Hinduja Global Solutions Limited, HGS International, Mauritius, Team HGS Limited, Jamaica and Betaine B.V.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MASTER FRAMEWORK AGREEMENT

DATED AUGUST 9, 2021

AMONGST

HINDUJA GLOBAL SOLUTIONS LIMITED

AND

HGS INTERNATIONAL, MAURITIUS

AND

TEAM HGS LIMITED, JAMAICA

AND

BETAINE B.V.

TABLE OF CONTENTS

MASTER FRAMEWORK AGREEMENT

This master framework agreement is executed on this 9th day of August 2021 (the "**Execution Date**") by and amongst:

1. **HINDUJA GLOBAL SOLUTIONS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Hinduja House, 171, Dr. Annie Besant Road, Worli, Mumbai - 400018 and having a corporate office at 1st floor, Gold Hill Square Park, #690, Bommanahalli, Hosur Road, Bangalore, PIN 560068, Karnataka, India (hereinafter referred to as "**HGSL**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

2. **HGS INTERNATIONAL, MAURITIUS**, a company incorporated under the laws of Mauritius and having its registered office at C/o First Island Trust Company Ltd, 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) of the **SECOND PART**;

3. **TEAM HGS LIMITED, JAMAICA**, a company incorporated under the laws of Jamaica and having its registered office at 118 Constant Spring Road, Kingston 8, Jamaica. (hereinafter referred to as "**HGS Jamaica**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **THIRD PART**;

4. **BETAINE B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and having its registered office at Herikerbergweg 88, 1101CM Amsterdam, the Netherlands, and registered with the Dutch trade register under number 78240557 (hereinafter referred to as "**Investor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FOURTH PART**.

Each of HGSL, HGS Jamaica and HGS Mauritius are referred to individually as a "**Seller**" and collectively as the "**Sellers**".

Each of the Sellers, and the Investor are referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS

A. HGSL, its branch office in the Philippines ("**Philippines BO**"), HGS Jamaica and HGS US Cos (*as defined hereinafter*) (collectively with US NewCo, the "**Healthcare Entities**") are engaged in the Business (*as defined hereinafter*) and certain other businesses.

B. The Investor is desirous of acquiring 100% interest in the Business (*as defined hereinafter*) along with certain assets, contracts and employees of HGS Inc., HGS USA LLC and HGS UK, as detailed in the Transaction Documents. HGS Group (*as defined hereinafter*) is accordingly desirous of segregating the Business conducted by the Healthcare Entities from their non-healthcare businesses on or prior to the Closing Date (*as defined hereinafter*) and transferring the Business as conducted immediately prior to the Closing Date to one or more wholly owned subsidiaries of the Investor on the Closing Date as set out in the Transaction Documents.

C. Simultaneously with such transfer, the Investor has agreed to purchase the Sale Securities (*as defined hereinafter*) from HGS Mauritius and HGS Mauritius has agreed to sell the Sale Securities to a wholly owned subsidiary of the Investor in accordance with the US Transfer Agreement (*as defined hereinafter*).

D. The Parties acknowledge and agree that the transactions contemplated in the Transaction Documents constitute a composite transaction. Accordingly, except as otherwise indicated in this Agreement or any other Transaction Document, all the transactions contemplated under this Agreement shall be given effect to simultaneously.

E. The Parties are desirous of entering into this Agreement to record their understanding with respect to the transactions contemplated under the Transaction Documents.

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

"**Accounting Effective Time**" shall mean 11:59 p.m. in the local time zone on the Closing Date;

"**Accounting Principles**" shall mean: (i) with respect to the India HS Undertaking the Indian accounting standards under applicable Law, as applied by HGSL with respect to the audited consolidated accounts previously prepared in relation to HGSL on a consistent basis as at and for the financial year ended March 31, 2021; (ii) with respect to HGS Healthcare, LLC, United States generally accepted accounting principles as applied by HGS Healthcare, LLCwith respect to the accounts previously prepared in relation to HGS Healthcare, LLC; (iii) with respect to HGS EBOS LLC, HGS AxisPoint Health, LLC and HGS Colibrium LLC, the accounting standards used for preparing accounts previously in relation to HGS EBOS LLC, HGS AxisPoint Health, LLC and HGS Colibrium LLC for the purposes of consolidating such accounts with HGSL; and (iv) with respect to the Jamaica HS Undertaking, IFRS accounting standards as applied by HGS Jamaica with respect to the accounts previously prepared in relation to HGS Jamaica on a consistent basis for the financial year ended March 31, 2021;and (v) with respect to the Philippines HS Undertaking, the Philippines accounting standards under applicable Law, as applied by Philippines BO with respect to the accounts previously prepared in relation to Philippines BO;

"**Act**" shall mean the Indian Companies Act, 2013 as may be amended, modified, supplemented, or re-enacted thereof from time to time;

"**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. Provided however, Affiliates of the Investor will also include any fund, collective investment scheme, trust, partnership (including any co-investment partnership), special purpose or other vehicle or any subsidiary or affiliate of any of the foregoing, which is Controlled by Baring Private Equity Asia and any investors (or prospective investors) or limited/general partners (or prospective limited/general partners) of the Investor;

"**Agreement**" shall mean this master framework agreement, together with the Schedules hereto, as may be amended, modified or supplemented from time to time, in accordance with its terms;

"**Anti-Corruption Laws**" shall mean all anti-bribery and anti-corruption Laws applicable to the Relevant Businesses, including the following: (i) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (ii) the United Kingdom Bribery Act, 2010; (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states; (iv) India Prevention of Corruption Act, 1988 (as amended); (v) the India Foreign Contribution Act, 2010 (as amended); (vi) the Philippines Anti-Graft and Corrupt Practices Act (as amended); (vii) the Jamaica Corruption (Prevention) Act, 2000; (viii) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and (xi) and corruption-related Laws of jurisdictions where the Relevant Businesses are operated, to the extent such Laws are applicable to the Relevant Businesses;

"**Anti-Money Laundering Laws**" shall mean all anti-money laundering Laws applicable to the Relevant Businesses, including the following: (i) the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56; (ii) the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended; (iii) the U.S. Money Laundering Control Act of 1986, as amended; (iv) the UK Proceeds of Crime Act 2002; (v) the UK Terrorism Act 2000, as amended; (vi) India Prevention of Money Laundering Act, 2002; and (vii) the money laundering-related Laws of jurisdictions where the Relevant Businesses are operated, to the extent such Laws are applicable to the Relevant Businesses;

"**Approval Notice**" shall have the meaning ascribed to such term in Clause 6.2(vi);

"**Assets**" shall mean, with respect to any Person, any assets or properties of every kind, nature, character, and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as now operated, hired, owned by, or rented, leased or licensed to such Person, including cash and cash equivalents, receivables, securities, accounts and notes receivable, real estate, plant and machinery, equipment, trademarks, brands, other intellectual property, raw materials, inventory, finished goods, furniture, fixtures, computers and related equipment, security / lease deposits of the Relevant Businesses, deposits towards electricity, telephones and other such utilities, forward contracts (other than forward contracts in relation to the Philippines HS Undertaking), prepaid expenses, balances with Governmental Authorities (except for GST refunds/input tax credits and Tax balances for the Pre-Closing Tax Period), advances to vendors and employees, capital advances and insurance;

"**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**" shall mean any day other than Saturday, Sunday or any day on which scheduled commercial banks are open for regular banking business in (i) Bangalore, India; (ii) Mumbai, India; (iii) Amsterdam, The Netherlands; (iv) Delaware, United States of America; and (v) New York, New York, United States of America;

"**Business Intellectual Property**" shall mean all owned and licensed Intellectual Property relating solely or primarily to the Business;

"**Business Plan**" shall mean the business plan for the financial year 2021-2022 in the Agreed Form identified in the index 3.6.6.3, 3.6.6.6, 3.6.6.7, 3.6.6.8, 3.6.6.9 and 3.6.6.11 locations of the Data Room;

"**Business Undertaking**" shall mean the India HS Undertaking, Philippines HS Undertaking, Jamaica HS Undertaking and each of the HGS US Cos, as the case may be;

"**Business Warranties**" shall have the meaning ascribed to such term in Clause 11.2(iii);

"**Card Association**" shall mean VISA U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Diners Club, Voyager, Carte Blanche, PayPal and any other card association, debit card network or similar entity and any legal successor organizations or association of any of them;

"**Card Association Rules**" shall mean the rules, regulations, bylaws, standards, policies, and procedures of the Card Associations, including with respect to the processing of payment card information, the Payment Card Industry Data Security Standards (PCI-DSS), the Payment Application Data Security Standards (PA-DSS);

"**Cardholder Data**" shall mean credit, debit or other payment method information relating to a cardholder, including the number assigned by a card issuer that identifies a cardholder's account, card expiration date, data stored on the magnetic strip of a credit or debit card, PayPal or other online payment card processor account information and similar information (including any other cardholder information defined for or by the PCI-DSS or other PCI requirements);

"**CARES Act**" shall mean the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116-136) and any similar or successor requirements of law or executive order or executive memo relating to the COVID-19 pandemic, as well as any applicable guidance issued thereunder or relating thereto (including, without limitation, IRS Notice 2020-65, 2020-38 IRB, and the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing Covid-19 Disaster, dated August 8, 2020), Notice 2021-11 and any similar or subsequent requirements of law intended to address the consequences of the COVID-19 pandemic, including the Health and Economic Recovery Omnibus Emergency Solutions Act, the Consolidated Appropriations Act (2021) and any implementing regulations thereof;

"**Cash**" shall mean, with respect to the HGS US Cos (in relation to Clause 6.2 and the related definitions used for the computation in Clause 6.2) and with respect to any Person (in any other case), all cash on hand and all cash in bank accounts, as of the Accounting Effective Time, other than Trapped Cash. For the avoidance of doubt: (i) Cash will be reduced by the amount of any outstanding, unpaid, uncleared or in transit checks, wires or other payments issued but not yet deducted from the bank accounts of the relevant entity; and (ii) Cash will be calculated in accordance with the WC Accounting Principles (for the purposes of Clause 6.2) or the Accounting Principles (in any other case);

"**CCI**" shall mean the Competition Commission of India;

"**CCI Approval**" shall mean the approval of the CCI or deemed approval in accordance with the Competition Act, 2002, read with the Competition (Procedure with regard to transaction of business relating to combination) Regulations, 2011;

"**CFIUS**" shall mean the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity;

"**CFIUS Approval**" shall mean that, in the event that the parties have filed a declaration pursuant to 31 C.F.R. § 800.401 or 31 C.F.R. § 800.402, that CFIUS has issued written notice that it has concluded all action under Section 721, and in the event that the parties have filed a joint voluntary notice pursuant to 31 C.F.R. § 800.501 either: (a) CFIUS has concluded that the transactions

contemplated by the Transaction Documents (to the extent applicable) do not constitute a "covered transaction" and are not subject to review under Section 721; (b) a written notice shall have been issued by CFIUS stating that it has determined that there are no unresolved national security concerns with respect to the transactions contemplated by the Transaction Documents (to the extent applicable), and has concluded all action under Section 721; or (c) if CFIUS has sent a report to the President of the United States requesting the President's decision pursuant to Section 721 with respect to the transactions contemplated by the Transaction Documents (to the extent applicable), then: (i) the President shall have announced a decision not to take any action to suspend or prohibit the transactions contemplated by the Transaction Documents (to the extent applicable); or (ii) the President shall have not taken any action after fifteen (15) days from the date the President received such report from CFIUS;

"**Claims**" shall mean a claim by the Investor or its Affiliates under or pursuant to the Transaction Documents (excluding the Promoter Support Undertaking, in respect of which no claims for indemnification or damages may be made under this Agreement);

"**Closing**" shall have the meaning ascribed to in Clause 8.1;

"**Closing Balance Sheets**" shall have the meaning as assigned to it in Clause 6.2(iv);

"**Closing Date**" shall have the meaning ascribed to in Clause 8.1;

"**Closing Statement**" shall have the meaning as assigned to it in Clause 6.2(iv);

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

"**Combined Current Assets**" shall mean, as of the Accounting Effective Time, the aggregate of the Current Assets of each of the Relevant Businesses (without any double counting), as calculated in accordance with the WC Accounting Principles;

"**Combined Current Liabilities**" shall mean, as of the Accounting Effective Time, the aggregate of the Current Liabilities of each of the Relevant Businesses (without any double counting), as calculated in accordance with the WC Accounting Principles;

"**Combined Net Debt**" shall mean (i) the aggregate of Debt of each of the Relevant Businesses minus (ii) Cash of the HGS US Cos, in each case, as of the Accounting Effective Time;

"**Combined Net Working Capital**" shall mean, (a) Combined Current Assets, minus (b) Combined Current Liabilities;

"**Combined Working Capital Adjustment**" shall mean (a) the amount by which the Combined Net Working Capital exceeds the Combined Working Capital Target, in which case the Combined Working Capital Adjustment shall be a positive number, or (b) the amount by which the Combined Net Working Capital is less than the Combined Working Capital Target, in which case the Combined Working Capital Adjustment shall be a negative number;

"**Combined Working Capital Target**" means the aggregate of the gross revenue of each of the Relevant Businesses (net of inter-company revenue) for the three months period ending on the Closing Date multiplied by (*54.25/ 365 * 4*);

"**Conditions Precedent**" shall mean the Common CPs, Seller CPs or the Investor CPs, as may be applicable;

"**Confidential Information**" shall have the meaning as assigned to it in Clause 14.1;

"**Consents**" shall mean any consent, approval, authorization, waiver, permit, grant, concession, agreement, license, certificate, exemption, Order, registration, declaration, filing, report or notice, of, with or to, as the case may be, any Person;

"**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;

"**Components**" shall mean the items of Software more fully described in Schedule 19F of the Disclosure Letter which have been acquired pursuant to the arrangements described therein;

"**COTS**" means third party Software that is widely available commercial off-the-shelf software that is provided or licensed to a Healthcare Entity in relation to the Relevant Businesses pursuant to a non-exclusive license (other than by a customer), and is generally available on standard terms as on the date of this Agreement;

"**Current Assets**" means accounts receivables, unbilled revenue, prepaid expenses, any similar item (including any balance with Governmental Authority), trade in nature, and such assets that are customarily called current assets under the WC Accounting Principles as per the line items listed in Schedule V, but does not include Excluded Assets;

"**Current Liabilities**" means trade payables, advances received, employee liabilities, other payables in the Ordinary Course and any such liabilities that are customarily called current liabilities under the WC Accounting Principles as per the line items listed in Schedule V but excluding items listed in (a) to (t) of the definition of Debt and Excluded Liabilities;

"**Customer Software**" means Software that:

(a) has been developed for, on behalf of, a customer;

(b) in respect of which a customer holds a right or interest or rights by virtue of its being developed pursuant to a statement work, or being a derivative work of its Intellectual Property; or

(c) is otherwise made available or licensed to a Healthcare Entity in relation to the Relevant Businesses by a customer or counterparty for the purpose of providing services to such customer;

"**Debt**" shall mean, except otherwise stated, in each case with respect to the Relevant Businesses:

(a) all obligations for borrowed money or issued in substitution or exchange for borrowed money (including overdraft facilities);

(b) all obligations evidenced by bonds, debentures, notes, or other similar instruments or securities (including, for the avoidance of doubt, all convertible notes);

(c) all obligations for the deferred or unpaid purchase price of any property, assets, securities or services (assuming maximum amounts earned), including any stretched payables (i.e. for more than 180 days)/ accruals, customer advances, any transaction related expenses, any related party payables which are non-operational, outside sales commission, capital creditors, contingent liabilities which have been crystallized after the balance sheet as of March 31, 2021;

(d) all obligations secured by any Encumbrance;

(e) all obligations, contingent or otherwise (including the amount of any earnouts, any post-closing true-up obligations or similar purchase price adjustments) created or arising under any conditional sale or other title retention agreement with respect to property, assets or securities acquired (assuming maximum amounts earned);

(f) all obligations under any lease which is required to be treated as a capital or finance lease in accordance with the WC Accounting Principles (in relation to Clause 6.2) or the Accounting Principles (in any other case);

(g) all obligations in respect of bankers' acceptances, performance bonds, surety bonds or letters of credit (to the extent such obligation is drawn);

(h) all obligations under interest rate, currency or other swap, hedging or derivative arrangements (including any breakage costs relating thereto) other than forward covers;

(i) all unpaid obligations of such Relevant Business related to severance or other termination-related payments or benefits accrued, payable, or otherwise owed to any current or former director, officer, manager, employee or independent contractor of the Relevant Business whose employment or other service relationship with the Relevant Business was terminated prior to or as of the Closing, together with all Taxes that are payable by the Relevant Business in connection with such obligations (determined without regard to any Tax deferral or Tax credits available under the CARES Act);

(j) all obligations of such Relevant Business related to earned, accrued or otherwise payable bonuses, commissions, or other incentive compensation (including deferred performance incentive) owed to any current or former director, officer, manager, employee or independent contractor of such Relevant Business with respect to any period prior to or as of the Closing, together with all Taxes that are payable by such Relevant Business in connection with such obligations (determined without regard to any Tax deferral or Tax credits available under the CARES Act);

(k) payroll Taxes that are deferred under the CARES Act that would have been accrued Taxes for a Pre-Closing Tax Period but for such deferral;

(l) in respect of the HGS US Cos and US New Co only, declared but unpaid dividends or distributions;

(m) any amounts owed to any Seller or any Affiliate thereof by the Relevant Businesses;

(n) any refinancing of any of the foregoing obligations;

(o) all unpaid Tax liabilities (whether or not then due) (i) for any Pre-Closing Tax Period (including, for the avoidance of doubt, a pre-closing portion of any Straddle Period), calculated as of the Closing Date (and determined pursuant to Section 6.2(xiii)), after giving effect to the transactions contemplated by the Transaction Documents (including, for the avoidance of doubt, the Internal Reorganisation), determined on a jurisdiction by jurisdiction basis and type of Tax by type of Tax basis within each such jurisdiction, after taking into account any prepayment of such Taxes available to offset under applicable Law such Tax liability when the relevant Tax Return is filed, as determined on a "more likely than not" basis, provided that the amount due with respect to any jurisdiction or type of Tax in such jurisdiction shall not be less than zero; and (ii) attributable to any "advanced payment" (within the meaning of Treasury Regulations Section 1.451-8) (or similar provision of applicable Law) or any deferred revenue to the extent collected in cash (after excluding deferred training revenue for training which has already been delivered which is non-refundable and collected in cash), in each case, that was received prior to the Closing, and calculated without taking into account any Tax attributes available following the Closing Date to offset such Taxes;

(p) any unfunded or underfunded liabilities, deferred compensation or obligations with respect to any Employee Benefit, including if applicable pensions and other similar post-retirement obligations which, in each case, are unfunded or to the extent underfunded on the Closing Date, any unpaid employee variable pay (other than those specifically provided in the Transaction Documents as being payable directly by the Sellers), unpaid deferred payments incentive (other than those specifically provided in the Transaction Documents as being payable directly by the Sellers); unpaid increments and commission relating to the period prior to April 1, 2021, (including without limitation the pro-rated 13th month bonus payable to Philippines Employees pursuant to the Presidential Decree No. 851 under the laws of Philippines), any unpaid liabilities created for any employee disputes being transferred to the Investor or its Affiliates pursuant to the Transaction Documents;

(q) any Transaction Expenses, as incurred by the Relevant Business and allocated amongst the Relevant Businesses in proportion of the costs incurred by the Relevant Businesses ;

(r) one-time expenditures (including capex) incurred for the purposes of performing the Healthcare Entities' obligations under the Transaction Documents, to the extent such one-time expenditures are not fully discharged as of the Closing Date or are not otherwise attributed to the Healthcare Entities under the Transaction Documents;

(s) interest, principal, prepayment penalty, Taxes, fees, or expenses, to the extent due or owing in respect of those items listed in clauses (a) through (r) above, whether resulting from their payment or discharge or otherwise;

(t) security / lease deposits (i) paid or payable by the India NewCo to HGSL in relation to the properties situated at (X) 5th Floor, Jayant Tech Park, Padmini Garden, Mount Poonamallee Road, Nandabakkam, Chennai; and (Y) Module No. T-141, 4th Floor in

International Infotech Park, Sector-30A, Vashi, Navi Mumbai; (ii) in relation to the properties leased by the US NewCos and HGS US Cos to the extent such security / lease deposits have not been paid by the US NewCos and HGS US Cos; (iii) paid or payable by the Relevant Businesses in relation to the leased properties identified as pertaining to the Relevant Businesses but which are not assigned / novated in favour of such Affiliates of the Investor as contemplated under the Transaction Documents; (iv) paid or payable by the Jamaica New Co in relation to Jamaica Leased Assets to the extent the benefit of security/ lease deposits in relation to such Jamaica Leased Assets is not transferred to the Investor or its Affiliates; and/or (v) in relation to the Philippine Leased Assets to the extent such security/ lease deposits have not been paid by HGSL or Philippines BO.

(u) an amount of USD 3,380,000 (United States Dollars Three Million Three Hundred and Eighty Thousand);

(v) all Liabilities of the Relevant Businesses that would be required to be reflected on a balance sheet under the WC Accounting Principles, but not including Current Liabilities;

Provided that where any amount falls within more than one category listed in (a) through (t) above, such amount shall only be regarded as "Debt" once without double counting;

"**Debt Financing**" means the debt financing commitments that may be availed by the Investor or its Affiliates in order for the Investor to discharge the India Purchase Consideration, the Philippines Purchase Consideration, the Jamaica Purchase Consideration and Sale Consideration, in each case as adjusted in accordance with the terms of this Agreement;

"**Deferred Performance Incentive**" means the deferred performance incentive payable pursuant to the DPI Plan;

"**Developed Software**" means all Software that has been developed by, or on behalf of, a Healthcare Entity either as stand-alone Software, or to work with Components, COTS or OSS, as listed in Schedule 19B of the Disclosure Letter;

"**Disclosure Letter**" means the letter executed and delivered by the Sellers on the Execution Date providing Disclosures separately for each of the Relevant Businesses against the Warranties (excluding Disclosures against the Warranties in paragraph 18 of Part 3 of Schedule I, which may be provided by HGSL and Disclosures in respect of HGS USA LLC, HGS Inc. and HGS UK which may be provided by HGS Mauritius on behalf of HGS USA LLC, HGS Inc. and HGS UK), pursuant to Clause 11.4;

"**Disclosures**" or "**Disclosed**" means: (A) matters fairly and specifically disclosed in the: (i) Disclosure Letter; and (ii) Updated Disclosure Letter, in each case against specific Warranties to which they are meant to constitute an exception such that on a review of such disclosures, a reasonable buyer would be aware of the specific fact, matter or other information and be in a position to make a reasonable informed assessment of the fact, matter or other information and the implication of such disclosure; and (B) matters fairly disclosed in: (i) the information and documents contained in the electronic data room maintained by Intralinks in connection with the transactions contemplated by this Agreement containing copies of documents uploaded by the Sellers as at close of business on the day preceding the Execution Date, each such item being listed in **Annexure A** (a download of which has, for evidential purposes, been delivered to the Investor in a USB flash drive immediately before the signing of this Agreement); and (ii) the vendor legal due diligence report dated April 27, 2021 issued by Cyril Amarchand Mangaldas, the vendor legal

due diligence report dated April 27, 2021 issued by DLA Piper, the vendor legal due diligence report dated May 21, 2021 issued by Myers, Fletcher & Gordon, the vendor legal due diligence report dated May 15, 2021 issued by PJS Law, the vendor tax due diligence report dated April 1, 2021 issued by KPMG and the vendor financial due diligence report dated April 1, 2021 issued by KPMG;

"**Dispute Notice**" shall have the meaning ascribed to such term in Clause 6.2(vii);

"**Dispute Period**" shall have the meaning ascribed to such term in Clause 6.2(vii);

"**DPI Plan**" means the Deferred Performance Incentive Plan: Apr 2019 - Mar 2022 as approved by the board of directors of HGSL;

"**Employee Benefit**" means (a) Employee Benefit Plans; (b) India Employee Benefit (*as defined in the India BTA*); (c) Jamaica Employee Benefit (*as defined in the Jamaica BTA*); (d) Philippines Employee Benefit (*as defined in the Philippines BTA*).

"**Employee Benefit Plan**" shall have the meaning ascribed to it in **SCHEDULE I**, Part 3, Schedule 5(A);

"**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 under any contract executed with any Governmental Authority; 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;

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended;

"**ERISA Affiliate**" of any entity means any other entity or Person (whether or not incorporated) that, together with such entity, would as of the relevant time be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA;

"**Estimated Closing Balance Sheets**" shall have the meaning as assigned to it in Clause 6.2(i);

"**Estimated Closing Statement**" shall have the meaning as assigned to it in Clause 6.2(i);

"**Estimated Sale Consideration**" shall have the meaning as assigned to it in Clause 6.2(i);

"**Excluded Assets**" shall mean (A) India Excluded Assets, Philippines Excluded Assets, Jamaica Excluded Assets and (B) Cash (other than Cash of HGS US Cos included in the Combined Net Debt adjustment), Tax refunds (including refunds for withholding Tax in Puerto Rico), deferred Tax assets, corporate / income Tax balances, forward contracts in relation to the Philippines HS Undertaking, GST refunds / input tax credits/ goods and service tax refunds of the India HS Undertaking, in each case for the period prior to the Closing Date; and (C) incentives relating to Software Export Incentive Scheme (SEIS) until the Closing Date;

"**Excluded Broker and Commission Liabilities**" means (i) any liabilities or obligations arising under the broker agreement with Synergy Global Outsourcing, LLC ("**Synergy**") dated January 1, 2010 in relation to Humana, Inc. (the "**Broker Agreement**") or any other obligation of HGS Healthcare, LLC to Synergy or any of its affiliates in respect of HGS Healthcare LLC's business relationship with Humana, Inc., (ii) any liabilities or obligations arising from the lawsuit, Cause No. DC-19-20539 in the District Court 191st Judicial District, Dallas County, Texas, against HGS Inc. and HGS Healthcare, LLC and (iii) any liabilities or obligations arising under the commission agreement, dated June 2, 2000, between HGS Inc. and HBI Incorporated, amended on November 15, 2001 and assigned from HGS Inc. to HGS Healthcare, LLC and from HBI Incorporated NV to HBI Group Inc., effective as of April 1, 2017, for payment of certain commissions earned pursuant to the Commission Agreement for providing services to Aetna Insurance USA;.

"**Excluded Liabilities**" shall mean India Excluded Liabilities, Philippines Excluded Liabilities, Jamaica Excluded Liabilities, Deferred Performance Incentives payable in accordance with the DPI Plan, retention bonus payable as per Clause 8.5 of this Agreement, Excluded Broker and Commission Liabilities, Seller Taxes and any Liabilities of any HGS US Cos to Mesilla Office Solutions, LLC and any Liabilities of HGS UK, HGS USA LLC and HGS Inc that are not related to the Business;

"**Excluded Provisions**" shall mean the following provisions of this Agreement: (i) the definitions of "CFIUS Approval" , "Claims" , "Debt" and "Transaction Expenses" and (ii) Clauses 7.4, 7.5, 7.6, 8.5(iii) , 10.7 , 11.4, 12.2, 12.4, 12.7 , 12.8, 13.1, 16.7 , 16.11 , 16.13 , 16.14 (iii) Schedule 1 and (iv) items (d) and (e) of Part 1 of Schedule II;

"**Federal Health Care Program**" shall have the meaning set forth in 42 U.S.C. §1320a-7b(f), as amended from time to time;

"**Final India Purchase Consideration**" means the India Purchase Consideration as finally determined pursuant to Clause 6.2;

"**Final Positions**" shall have the meaning ascribed to such term in Clause 6.2(ix);

"**Final US Sale Consideration**" means the US Sale Consideration as finally determined pursuant to Clause 6.2;

"**Fundamental Business Warranties**" shall mean such Business Warranties set out in (i) paragraphs 9(D), 9(G), 9(I), 9(J) of **PART 3** of **SCHEDULE I**, in each case as they pertain to: (a) individual Assets of a Relevant Business each exceeding $250,000 in value; or (b) Assets of the Relevant Businesses as a whole, collectively exceeding $1,000,000 in value; (ii) paragraph 13(A) of **PART 3** of **SCHEDULE I**, in relation to the Material Contracts of the Relevant Businesses entered into with the Healthcare Clients and as more particularly set out in Schedule 13A of

Annexure D of Disclosure Letter; (iii) paragraphs 19A to 19F of **PART 3** of **SCHEDULE I;** and (iv) paragraph 3 of **PART 3** of **SCHEDULE I**;

"**Fundamental Warranties**" shall mean the Seller Warranties and the Business Warranties listed in paragraphs 1 and 2 of Part 3 of **SCHEDULE I** and the Fundamental Business Warranties;

"**Global Trade Laws and Regulations**" shall mean the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the import laws administered by U.S. Customs and Border Protection ("**CBP**"), the economic sanctions rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), the anti-boycott laws and regulations administered by the U.S. Departments of Commerce and Treasury, the UK Export Control Act 2002, UK Export Control Order 2008/3231, European Union ("**EU**") Council Regulation 428/2009 (as maintained by the European Union or retained by the United Kingdom), EU Council sanctions regulations, as implemented in EU Member States, sanctions regimes implemented under the UK Sanctions and Anti-Money Laundering Act 2018, United Nations sanctions policies, all relevant regulations made under any of the foregoing, and other similar economic and trade sanctions, export or import control laws;

"**Governmental Approvals**" shall mean any permission, approval, license, permit, Order, decree, authorization, registration, filing, notification, exemption or ruling to, from or with any Governmental Authority;

"**Governmental Authority**" shall mean 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, any court, tribunal, mediator, arbitrator or 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, in each case in such jurisdiction in which a Party and/ or any of the Relevant Businesses operate and conduct their business;

"**Government Official**" shall mean any official, employee or any other person acting in an official capacity for a Governmental Authority, any political party or official thereof, or any candidate for political office, officer of a public international organization, officer or employee of a government-owned or government-controlled entity or a Politically Exposed person (PEP) as defined by the Financial Action Task Force (FATP), Groupe d'action Financiere sur le Blanchment de Captiaux (GAFI);

"**GST**" means levy of Goods and Services Tax under the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax Act, 2017 for respective Union Territories, the State Goods and Services Tax Act, 2017 for respective states, the Goods and Services Tax (Compensation to States) Act, 2017, Notification No. 12 / 2017 – Central Tax (Rate) dated 28th June, 2017 and respective rules prescribed under the aforesaid legislations (including any amendments, replacements, notifications, circulars, orders, etc. thereto); along with any interest, fine, penalty, surcharge, cess or any other levy thereon;

"**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, save in case of Clause 13.1(a), 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 Laws**" shall mean all Laws pertaining to healthcare regulatory matters applicable to the Relevant Businesses, including, but not limited to: (a) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, 42 U.S.C. § 1395nn; (b) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); (c) the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); (d) the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); (e) the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; (f) the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; (g) the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; (h) the Exclusion Laws, 42 U.S.C. § 1320a-7; (i) HIPAA; (j) Privacy Obligations; (k) the Patient Protection and Affordable Care Act, Pub. L. 111-148, as amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. 111-152; (l) the CARES Act; (m) all Laws relating to the provision of, or billing, coding, payment or collections for health care items or services; (n) Insurance Laws; and (o) all Laws relating to licensing, kickbacks, care coordination and disease management, certificate of need, reimbursement, corporate practice of medicine or nursing and insurers;

"**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, care 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.

"**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-1329d-8, as amended by the HITECH Act, and as otherwise may be amended, and any and all implementing regulations;

"**HITECH Act**" shall mean the Health Information Technology for Economic and Clinical Health Act, 42 §§ 3000 et seq. (Pub. Law 111-5, Division A Title XIII and Division B, Title IV), as amended, and any and all implementing regulations;

"**HSR Act**" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

"Identified Covenants" shall mean Clauses 10.1, 10.2, 8.5(b) and 13 of this Agreement, Clause 5.1(i)(d) and 7 of India BTA, Clause 5.1(i)(c)(iv) and 7 of Jamaica BTA, and Clause 5.1(h) and 7 of Philippines BTA;

"**Indemnifying Party**" shall mean HGSL;

"**Independent Accountant**" shall have the meaning ascribed to such term in Clause 6.2 (viii);

"**Independent Accountant Determination**" shall have the meaning ascribed to such term in Clause 6.2 (xi);

"**India BTA**" shall mean the business transfer agreement of even date between HGSL and the Investor, to which the India NewCo shall become party (upon incorporation of India NewCo) pursuant to a deed of adherence executed upon incorporation of India NewCo providing, amongst other matters, for the transfer of the India HS Undertaking to India NewCo;

"**India Contracts**" shall have the meaning given to such term in the India BTA;

"**India Current Assets**" shall mean, as of the Accounting Effective Time, the Current Assets of the India HS Undertaking, as calculated in accordance with the WC Accounting Principles;

"**India Current Liabilities**" shall mean, as of the Accounting Effective Time, the Current Liabilities of the India HS Undertaking, as calculated in accordance with the WC Accounting Principles;

"**India Debt**" shall mean the Debt of the India HS Undertaking as of the Accounting Effective Time;

"**India Employees**" shall have the meaning given to such term in the India BTA;

"**India Employee Transfer Letter**" shall have the meaning given to such term in the India BTA;

"**India Excluded Assets**" shall have the meaning given to such term in the India BTA;

"**India Excluded Liability**" shall have the meaning given to such term in the India BTA;

"**India HS Undertaking**" shall have the meaning given to such term in the India BTA;

"**India Leased Assets**" shall have the meaning given to such term in the India BTA;

"**India Liabilities**" shall have the meaning given to such term in the India BTA;

"**India Net Working Capital**" shall mean, (a) India Current Assets, minus (b) India Current Liabilities;

"**India NewCo**" shall mean a wholly owned subsidiary of the Investor;

"**India Permits and Licenses**" shall have the meaning given to such term in the India BTA;

"**India Purchase Consideration**" shall mean: (i) INR equivalent of USD 449,000,000 (Four Hundred Forty Nine Million) based on the RBI reference rate on the date immediately preceding the Closing Date, minus (ii) India Debt, plus (iii) India Working Capital Adjustment;

"**India Records**" shall have the meaning given to such term in the India BTA;

"**India Sale Adjustment Amount**" shall mean (i) Final India Purchase Consideration minus (ii) Estimated India Purchase Consideration, the result of which could be a positive or negative number;

"**India Working Capital Adjustment**" shall mean (a) the amount by which the India Net Working Capital exceeds the India Working Capital Target, in which case the India Working Capital Adjustment shall be a positive number, or (b) the amount by which the India Net Working Capital is less than the India Working Capital Target, in which case the India Working Capital Adjustment shall be a negative number;

"**India Working Capital Target**" means the gross revenue of the India HS Undertaking for the three months period ending on the Closing Date multiplied by (*54.25 / 365 * 4*);

"**Initial Submission**" shall have the meaning ascribed to such term in Clause 6.2(ix);

"**Insurance Laws**" shall mean: (i) all Laws that regulate the business or products of insurance, including any orders or directives of any Governmental Authority, and including all applicable Laws relating to the organization, licensure, examination, supervision or operation of any third party administrator, organized delivery system, limited service health organization, preferred provider network, preferred provider organization, independent practice association, or similar business, or to the solicitation, writing, sale, production or management of insurance contracts; (ii) all applicable Laws relating to utilization review, care management, prompt pay, hidden fees, licensing, kickbacks, claim processing, adjudication and payment, risk-bearing organizations and insurers; and (iii) all applicable implementing regulations, rules, ordinances, judgments, and Orders;

"**Intellectual Property**" means all rights, title, and interests in and to all intellectual property rights of every kind and nature however denominated, throughout the world, including (i) patents and patent applications, (ii) trademarks and service marks, trademark and service mark applications, trade names, logos, trade dress, and brands and the goodwill associated therewith, (iii) social media accounts and handles, and Internet domain names, (iv) copyrights, Software, database rights and any other rights in Software or other technology (v) proprietary know-how, confidential information and trade secrets, (vi) rights of privacy and publicity and moral rights, and (vii) any registrations, applications or rights arising under Law or Contract relating to any of the foregoing;

"**Internal Reorganisation**" shall mean the restructuring to segregate the Relevant Business from the other business undertaken by the Sellers and their Affiliates consisting of (i) the contribution of the equity interests of HGS Axis Point Health, LLC from HGS Mauritius and HGS UK to HGS USA LLC in accordance with the steps described on **Schedule VI**, (ii) the contribution and the transfer of the Assets identified on **Schedule VI** from HGS USA LLC to HGS Healthcare, LLC in accordance with the steps described on **Schedule VI**, and (iii) the transactions set out in the Step Plan;

"**HGS Group**" shall mean HGSL and its controlled Affiliates;

"**HGS Jamaica**" means Team HGS Limited Jamaica;

"**HGS UK Transferring Contract**" shall mean shall mean the Contract that is proposed to be transferred by HGS UK to the HGS US Cos as part of the Internal Reorganization as set forth in the U.S. Transfer Agreement;

"**HGS US Cos**" means HGS Healthcare, LLC, HGS EBOS, LLC, HGS Colibrium LLC and HGS Axis Point Health LLC;

"**HGS US Securities**" shall mean all the Securities of HGS US Cos held by HGS Inc., to be transferred to US NewCo on or prior to the Closing Date;

"**HGS Inc Transferring Contracts**" shall mean the Contracts that are proposed to be transferred from HGS Inc. to the HGS US Cos as part of the Internal Reorganization as set forth in the U.S. Transfer Agreement;

"**HGS USA LLC Transferring Contract**" shall mean the Contract that is proposed to be transferred from HGS US to the HGS US Cos as part of the Internal Reorganization as set forth in the U.S. Transfer Agreement;

"HGS Inc" shall mean Hinduja Global Solutions Inc.;

"HGS UK" shall mean Hinduja Global Solutions UK Limited;

"HGS USA LLC" shall mean HGS (USA) LLC;

"**Jamaica Assets**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica BTA**" shall mean the business transfer agreement of even date between HGS Jamaica and the Investor to which the Jamaica NewCo shall become party pursuant to a deed of adherence executed upon incorporation of Jamaica NewCo providing, amongst other matters, for the transfer of the Jamaica HS Undertaking to Jamaica NewCo;

"**Jamaica Contracts**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Employees**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Employee Transfer Letter**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Excluded Assets**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Excluded Liabilities**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica HS Undertaking**" shall have the meaning given to such term in the Jamaica BTA:

"**Jamaica Leased Assets**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Liabilities**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica NewCo**" shall mean a wholly owned subsidiary of the Investor to be incorporated under the Companies Act of Jamaica, 2006;

"**Jamaica Permits and Licenses**" shall have the meaning given to such term in the Jamaica BTA;

"**Jamaica Purchase Consideration**" shall mean $ 85,600,000 (United States Dollar Eighty Five Million and Six Hundred Thousand);

.

"**Jamaica Records**" shall have the meaning given to such term in the Jamaica BTA;

"**Junior Employees**" shall mean all employees of the Relevant Businesses, other than the Key Employees and the Mid-level Employees;

"**Key Employees**" shall mean Mr. Siby Joy, Mr. Ramesh Gopalan, Mr. Anand M. Natampalli and Mr. Russ Uhlmann, Jr.;

"**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;

"**Long Stop Date**" shall mean the day falling on the 150th day from the Execution Date, or such other date as may be mutually agreed in writing between the Investor and HGSL;

"**Losses**" or "**Loss**" shall mean all actual losses, liabilities, damages, fines, charges, Taxes, fees and penalties, reasonable attorneys' costs and expenses, reasonable costs of investigation, defence and settlement and out-of-pocket expenses (including without limitation, any liabilities imposed under any Order) and shall exclude incidental, indirect, remote, exemplary, punitive or consequential losses unless such incidental, indirect, remote, exemplary, punitive or consequential losses are payable by an Investor Indemnified Party to a Third Party pursuant to a Third Party Claim;

"**Material Adverse Effect**" means any event, development, effect or change that results in or will reasonably result in:

(a) termination, or revocation of the Contracts with the Healthcare Clients or receipt of notice of termination or revocation of Contracts with the Healthcare Clients, provided:

(A) such notice has not been revoked; and

(B) such Contracts with the Healthcare Clients contribute more than $70,000,000 towards the revenues of the Relevant Businesses as a whole for the financial year ending March 31, 2021;

(b) termination or alteration of the scope of work in the Contracts with Healthcare Clients, which in the aggregate is reasonably likely to result in the revenues of the Relevant Businesses from such Contracts being reduced by $70,000,000 over a 12 (twelve) month period;

(c) decline of the revenues of the Relevant Businesses as a whole below $ 70,000,000 in any trailing 3 (three) month period after the Execution Date and prior to the Closing Date;

(d) decline in the headcount of Mid-level Employees by 15% compared to the headcount of the Mid-level Employees as of July 15, 2021;

(e) decline in the headcount of Junior Employees by 25% compared to the headcount of the Junior Employees as of July 15, 2021;

(f) receipt of an order or notice from any Governmental Authority which, in the opinion of an expert mutually acceptable to the Investor and HGSL, has resulted or is reasonably likely to result in the Relevant Businesses incurring a monetary Liability above $85,000,000;

provided that any adverse change, event, development or effect arising from or relating to the following matters shall not be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) general business or economic conditions, including such conditions related to or affecting the business of the Healthcare Entities, (ii) national or international political or social conditions, including the outbreak or escalation of hostilities, any acts of war (whether or not declared), sabotage (including cyberattacks), acts of terrorism, riots or civil unrest, or any escalation or worsening of any such acts threatened or underway as of the date of this Agreement, (iii) financial, banking, capital markets or securities markets, including any disruption thereof and any decline in the price of any security or market index, or change in currency exchange rates or interest rates or currency fluctuations, (iv) earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wildfires or other natural disasters, weather conditions, epidemics, pandemics or disease outbreak (including without limitation the COVID-19 virus), human health crises or other force majeure events, in each case, including any worsening thereof after the date hereof, (v) any promulgation or enactment of, change in, implementation of, enforcement or change in interpretation, implementation or enforcement of, generally accepted accounting principles or Law following the date hereof, (vi) any action taken by the Healthcare Entities or any Seller that is expressly required by this Agreement or any other Transaction Document or with the consent of Investor, (vii) any failure by the Healthcare Entities or the Relevant Businesses to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded) so long as, in the cases of clauses (i), (ii), (iii), (iv), and (v), the Relevant Businesses are not materially disproportionally affected by such conditions relative to other businesses in the same industry as the Relevant Businesses.

"**Mid-level Employees**" shall mean employees forming part of the Relevant Businesses with designations above the designation of "Team Leader";

"**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;

"**Notice**" shall have the meaning as assigned to it in Clause 16.5(ii);

"**Notified Contingent Liabilities**" means contingent liabilities of the Relevant Businesses as on the Closing Date: (a) which have arisen between April 1, 2021 and the Execution Date; and (b) in respect of which the Sellers have received a written notice prior to the Execution Date, but excluding contingent liabilities that are Disclosed as on the Execution Date;

"**Order**" shall mean any order, judgment, injunction, award, decree, ruling, charge or writ of any Governmental Authority, including, without limitation, at law or in equity;

"**Ordinary Course**" shall mean an action taken or omission by or on behalf of a Person that:

(a) has been undertaken in the ordinary course of that Person's normal day-to-day operations and complies with applicable Law; or

(b) is consistent with past practices undertaken by that Person (including any past practices implemented by such Person pursuant to the policies of the corporate group of that Person) and complies with applicable Law;

"**Open Source Software**" or "**OSS**" means any Software or other material that is distributed (i) as "free software" (as defined by the Free Software Foundation), (ii) as "open source software" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (www.opensource.org/osd), (iii) under similar licensing or distribution terms, or (iv) under a license that requires disclosure of source code or requires derivative works based on such software to be made publicly available under the same license. A list of material OSS licenses utilized by the Healthcare Entities is listed in Schedule 19B of the Disclosure Letter;

"**Other Contingent Liabilities**" means contingent liabilities of the Relevant Businesses as on the Closing Date which have arisen between April 1, 2021 and the Execution Date excluding: (a) contingent liabilities that are Disclosed as on the Execution Date; and (b) Notified Contingent Liabilities;

"**Owned Intellectual Property**" shall mean all Business Intellectual Property owned by the Healthcare Entities, including the Developed Software and Components, as set forth in Schedule 19A of the Disclosure Letter;

"**Permits**" shall mean approvals, authorizations, certificates, consents, licenses, Orders and permits and other similar authorizations of all Governmental Authorities;

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law;

"**Personal Data**" shall mean any data or information relating to an identified or identifiable natural person that is regulated by the Privacy Obligations or such other definitions of personal data, personal information, personally identifiable information, or similar terms as such terms are used under the Privacy Obligations;

"**Philippines Assets**" shall have the meaning given to such term in the Philippines BTA;

"Philippines BO" shall mean the HGSL Branch Office in the Philippines;

"**Philippines BTA**" shall mean the business transfer agreement of even date between Philippines BO and the Investor to which the Philippines NewCo shall become party pursuant to a deed of

adherence executed upon creation of the Philippines NewCo providing, amongst other matters, for the transfer of the Philippines HS Undertaking to the latter;

"**Philippines Contracts**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines Employees**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines Employee Transfer Documents**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines Excluded Assets**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines Excluded Liabilities**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines HS Undertaking**" shall mean the Business undertaken by the Philippines BO comprising the Philippines Assets, Philippines Contracts, Philippines Employees, Philippines Leased Assets, Philippines Liabilities and Philippines Records;

"**Philippines Leased Assets**" shall have the meaning given to such term in the Philippines BTA;

"**Philippines Liabilities**" have the meaning given to such term in the Philippines BTA;

"**Philippines NewCo**" shall mean a branch office of the Investor in Philippines to be constituted by the Investor following the Execution Date;

"**Philippines Purchase Consideration**" shall mean $109,300,000 (United States Dollar One Hundred Nine Million and Three Hundred Thousand);

"**Philippines Records**" shall have the meaning given to such term in the Philippines BTA;

"**Pre-Closing Tax Period**" means any period ending on the Closing Date and the portion through the end of the Closing Date for any Straddle Period;

"**Privacy Obligations**" shall mean applicable Laws, contractual obligations, self-regulatory standards applicable to the Relevant Business, or written policies or terms of use of the Relevant Business that relate to privacy, information security, data protection, Security Breach reporting, direct marketing (including electronic marketing and telemarketing) or the Processing of Personal Data, including the Card Association Rules, in each case as and to the extent applicable to the Relevant Businesses;

"**Proceedings**" shall mean any suit, order, claim, action, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), examination, audit or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration tribunal;

"**Process**" or "**Processing**" (and any other derivatives thereof) shall mean any operation or set of operations which is performed on Sensitive Data, including the receipt, access, acquisition, collection, compilation, use, storage, processing, safeguarding, security, disposal, destruction, disclosure, or transfer of Personal Data;

"**Promoter Support Undertaking**" shall mean the promoter support undertaking executed by certain promoters of HGSL in favour of HGSL and the Investor as on the Execution Date;

"**RBI**" shall mean the Reserve Bank of India;

"**Receiving Party**" shall have the meaning as assigned to it in Clause 16.5;

"**Relevant Business**" shall mean: (a) the India HS Undertaking; (b) the Philippines HS Undertaking; (c) the Jamaica HS Undertaking; (d) HGS US Cos; and (e) US NewCo, and where the context so requires, shall include HGS Inc Transferring Contracts, HGS USA LLC Transferring Contract, HGS UK Transferring Contract, US Transferring Employees and US Transferring Assets;

"Remaining Disputes" shall have the meaning ascribed to such term in Clause 6.2(viii);

"**Representative(s)**" means, when used with respect to any Person, such Person's officers, directors, managers, employees, agents, potential financing sources, advisors and other representatives (including any investment banker, financial advisor, attorney or accountant retained by or on behalf of such Person or any of the foregoing);

"**Resolution Period**" shall have the meaning ascribed to such term in Clause 6.2(viii);

"**Rs.**" or "**Indian Rupees**" or "**INR**" shall mean Indian Rupees, being the lawful currency of India;

"**Sale Securities**" shall mean 100% of the membership interests in US NewCo;

"**Sanctioned Person**" shall mean a Person or entity that is (i) the subject of Sanctions; (ii) located in or organized under the Laws of a country or territory which is the subject of country- or territory-wide Sanctions (including without limitation Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine); or (iii) majority-owned or controlled by any of the foregoing;

"**Sanctions**" shall mean those trade, economic and financial sanctions Laws, embargoes, and restrictive measures (in each case having the force of Law) administered, enacted or enforced from time to time by (i) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control); (ii) the European Union and enforced by its member states; (iii) the United Nations; (iv) Her Majesty's Treasury; or (v) other similar Governmental Authorities with regulatory authority over the Sellers;

"**Section 721**" shall mean Section 721 of the Defense Production Act of 1950, as amended and codified at 50 U.S.C. Section 4565;

"**Securities**" of a Person shall mean such Person's equity shares, preferred shares, debentures, bonds, warrants, rights, options or other similar instruments or securities whether or not convertible into or exercisable or exchangeable for, or which whether or not carry a right to subscribe for or purchase shares or other securities of such company or any instrument or certificate representing a beneficial ownership interest in the shares or other securities of such company, including global depositary receipts and American depository receipts;

"**Security Breach**" shall mean any (i) unauthorized acquisition of, access to, loss of, or misuse (by any means) of Personal Data or Sensitive Data; (ii) unauthorized or unlawful Processing, sale, or rental of Personal Data or Sensitive Data; (iii) a phishing, ransomware, denial of service (DoS) or

other cyberattack that results in a monetary loss or a significant business disruption; or (iv) other act or omission that compromises the security, integrity, availability or confidentiality of Personal Data or Sensitive Data, including any reportable incident involving Personal Data pursuant to any Privacy Obligation;

"**Seller Tax**" shall mean any: (i) Taxes payable by or relating to the Sellers or their Affiliates (other than US NewCo and the HGS US Cos) under applicable Law for any period; (ii) Taxes payable by or relating to the US NewCo and the HGS US Cos in respect of any Pre-Closing Tax Period; (iii) liability of the Sellers or their Affiliates (other than US NewCo and the HGS US Cos) for any taxable period, or of US NewCo and the HGS US Cos in respect of any Pre-Closing Tax Period, for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign applicable Law), as a transferee or successor or by contract or agreement; and (iv) Taxes attributable to or as a result of the Internal Reorganisation;

"**Sensitive Data**" shall mean all (a) Personal Data that is subject to a Privacy Obligation; and (b) Cardholder Data;

"**Slump Sale**" means the transfer of one or more undertakings by any means for a lump sum consideration without values being assigned to the individual assets and liabilities in such case, as defined in section 2(42C) of the Income-tax Act, 1961, amended from time to time;

"**Software**" means any and all computer programs, operating systems, applications systems, databases, firmware or software code of any nature, in any form, including source code and executable or object code, whether operational or under development, and any derivations, updates, enhancements and customizations of any of the foregoing, and any related processes, know-how, APIs, user interfaces, command structures, menus, buttons and icons, flow-charts, and related documentation, specifications, design, operating procedures, methods, tools, developers' kits, utilities, developers' notes, technical manuals, user manuals and other documentation thereof, including comments and annotations related thereto, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, in each case in relation to the Relevant Businesses;

"**Specific Indemnity Events**" shall mean: (a) succession related risk for the ongoing litigation before the Supreme Court of India against HGSL pertaining to claim of tax holiday u/s 10A of the Income-tax Act, 1961; and (b) Notified Contingent Liabilities; and (c) Other Contingent Liabilities;

"**Specified Amount**" shall mean $1200,000,000 (United States Dollar One Billion Two Hundred Million);

"**Straddle Period**" means any taxable period that includes (but does not end on) the Closing Date;

"**Step Plan**" means the step plan for the Internal Reorganization identified in index 3.13.11.50.32.1 of the Data Room as on the date hereof as may be amended in accordance with this Agreement;

"**Subsidiary**" shall have the meaning assigned to such term, when used with respect to any Person, under the applicable Law governing such Person;

"**Systems**" shall mean all networks, servers, switches, endpoints, Software, platforms, electronics, websites, storage, firmware, hardware, and related information technology or outsourced services,

and all electronic connections between them, that are owned, operated, or used by the Relevant Business, including in connection with their products or services;

"**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 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;

"**Tax Return**" shall mean any return, election, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof;

"**Tax Warranties**" shall mean the Business Warranties set out in paragraph 20 of **PART 3** of **SCHEDULE I**;

"**Third Party**" shall mean a Person who is not a Party;

"**Trapped Cash**" means solely with respect to the HGS US Cos cash that would not, immediately after the Closing Date, be available for dividend or distribution as a result of restrictions or requirements of Applicable Law;

"**Transactions**" means all of the transactions contemplated under Clause 2, Clause 3, Clause 4 and Clause 5 of this Agreement.

"**Transaction Documents**" shall mean: (i) this Agreement; (ii) the India BTA; (iii) Philippines BTA; (iv) the Jamaica BTA; (v) the US Transfer Agreement; (vi) the Transition Services Agreement; (vii) Disclosure Letter; (viii) Promoter Support Undertaking (except in the Excluded Provisions); and (ix) such other agreements and documents executed by the Parties and / or their Affiliates pursuant to the transactions contemplated in this Agreement and are mutually agreed to be identified as Transaction Documents;

"**Transaction Expenses**" shall mean, in each case, with respect to any Relevant Business, and excluding expenses that are paid or payable directly by HGSL, HGS Mauritius, HGS Jamaica or their Affiliates (and for the avoidance of doubt not paid or payable by the Relevant Businesses) and expenses that are paid or payable by HGSL, HGS Mauritius, HGS Jamaica or their Affiliates on or prior to the Closing Date, as follows:

(a) the fees and expenses incurred by or on behalf of the Relevant Businesses in connection with the negotiation, documentation and consummation of the transactions contemplated under the Transaction Documents, including all fees, expenses, disbursements and other similar amounts owed by or on behalf of the Relevant Businesses to attorneys, financial advisors, accountants and other advisors in connection with the consummation of the transactions contemplated under the Transaction Documents, any brokers' or finders' fee or any other commission or similar fee and any indemnification or contribution obligations under any Contract with any broker or finder payable by or on behalf of the Relevant Businesses in connection with the consummation of the Transactions;

(b) all payments required to be made by or on behalf of the Relevant Businesses to obtain third party consents in connection with the consummation of the transactions contemplated under the Transaction Documents;

(c) all sale, change of control, retention, transaction, severance, bonus or other compensatory payments that are payable, become due or are owed to any Person and which, in each case, is payable by or on behalf of the Relevant Businesses, in connection with or as a result of the consummation of the transactions contemplated under the Transaction Documents, together with all Taxes that are payable by such Healthcare Entity for the Relevant Business in connection with such obligations (determined without regard to any Tax deferral or Tax credits available under the CARES Act); and

(d) USD 4,017,200, being the insurance premium and underwriting costs payable in relation to the W&I Policy;

provided that the term "Transaction Expenses" shall exclude the lower of (i) US$ 350,000 and (ii) 50% of any payments required to be made to City and Industrial Development Corporation in relation to the premises situated at Module No. T-141, 4th Floor in International Infotech Park, Sector-30A, Vashi, Navi Mumbai;

"**Transition Services Agreement**" means that certain transition services agreement of even date, by and between HGSL, Investor and Betaine (US) Bidco Inc;

"**Union**" shall mean any union, works council, or other employee representative body;

"**Updated Disclosure Letter**" shall mean the updated Disclosure Letter a draft of which is delivered by the Sellers not less than 5 (five) Business Days before the Closing Date and executed and delivered by the Sellers on the Closing Date, providing Disclosures separately (excluding Disclosures against the Warranties in paragraph 18 of Part 3 of Schedule I, which may be provided by HGSL on behalf of all the Relevant Businesses and Disclosures in respect of HGS US, HGS Inc. and HGS UK which may be provided by HGS Mauritius on behalf of HGS US, HGS Inc. and HGS UK) for each of the Relevant Businesses against the Warranties (other than Fundamental Warranties) of, any events occurring on or after the Execution Date and on and up to the date immediately preceding the Closing Date, pursuant to Clause 11.4;

"**US Bidco**" shall mean Betaine (US) Bidco, Inc., a Delaware corporation;

"**US Net Debt**" shall mean the Combined Net Debt minus the India Debt;

"**US NewCo**" shall mean a company incorporated in Delaware to be set up by HGS Mauritius as, a wholly owned subsidiary, the shares of which shall be sold to the Investor pursuant to the U.S. Transfer Agreement;

"**US Sale Adjustment Amount**" shall mean (i) Final US Sale Consideration minus (ii) the Estimated US Sale Consideration, the result of which could be a positive or negative number;

"**US Sale Consideration**" shall mean (i) $556,100,000 (United States Dollar Five Hundred Fifty Six Million and One Hundred Thousand), minus (ii) US Net Debt, plus (iii) the US Working Capital Adjustment and shall be inclusive of all Taxes;

"**US Transfer Agreement**" shall mean the agreement of even date entered into between HGS Mauritius and the Investor substantially in Agreed Form;

"**US Transferring Assets**" shall mean shall mean the Assets that are proposed to be transferred to the HGS US Cos as part of the Internal Reorganization as set forth in the US Transfer Agreement;

"**US Transferring Employees**" shall mean shall mean the employees that are proposed to be transferred to the HGS US Cos as part of the Internal Reorganization as set forth in the US Transfer Agreement;

"**US Working Capital Adjustment**" shall mean the Combined Working Capital Adjustment minus the India Working Capital Adjustment recognizing that either or both, Combined Working Capital Adjustment and India Working Capital Adjustment, could be positive or negative numbers;

"**WC Accounting Principles**" shall mean IND-AS as applied by HGSL with respect to the audited consolidated accounts previously prepared in relation to HGSL as a whole on a consistent basis as at and for the financial year ended March 31, 2021;

"**W&I Insurer**" shall mean AIG Europe SA in respect of policy no. 38128429, and excess policy insurers Berkshire Hathaway European Insurance Designated Activity Company in respect of policy no. 48-EEP-005836-01, Beazley Insurance DAC acting through the United Kingdom branch in respect of policy no. YD190F21APBU and YD198L21APBU, Liberty Global Transaction Solutions in respect of policy no. SIGTS21445788, and AIG Europe S.A. in respect of policy no. 38128429A;

"**W&I Policy**" shall mean the warranty and indemnity insurance policy issued by the W&I Insurer to the Investor and naming the Investor as insured; and

"**Warranties**" or "**Warranty**" shall mean the warranties set out in **Part 2** through **Part 3** of **SCHEDULE I**.

"**Warrantors**" shall mean HGSL, HGS Mauritius or HGS Jamaica, as the case may be.

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 Clauses of this Agreement, as the case may be;

(e) The term 'Clause' refers to the specified clause 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) Any reference to knowledge, information, belief or awareness of any person with respect to a particular matter shall mean the actual knowledge, actual information, actual belief or actual awareness of that person after reasonable enquiry and, in the case of the Sellers, shall include such actual knowledge, information, belief or awareness of the board of directors of HGSL, Mr. Ramesh Gopalan, Mr. Srinivas Palakodeti, Ms. Arpita Sen, Mr. Abhishek Kayan, Mr. Vasan, Mr. Radhakrishnan Natarajan, Mr. Subramanya C, Mr. Partha DeSarkar, Mr. Russ Uhlmann, Jr., Mr. Siby Joy and Mr. Anand Natampalli after reasonable enquiry, but shall not include actual knowledge, information, belief or awareness which has been wrongfully withheld by the foregoing Persons. The knowledge, information, belief, awareness of board of directors of HGSL shall mean the knowledge and information, in their capacity as directors of HGSL and not in their individual or personal capacity. It is clarified that the board of directors of HGSL will not be liable for a breach of warranties in their personal capacity and the Investor shall not be entitled to bring a claim against the directors for the same;

(j) 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;

(k) 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.

(l) Any reference to a document in "**Agreed Form**", or to a document to be agreed amongst some or all of the Parties, is to a document in a form agreed between the Sellers and Investor in writing and in each case, with such amendments as may be agreed in writing in accordance with the terms thereof, by or on their behalf; and

Where any amount is specified in the Transaction Documents in United States Dollars but is required to be paid in: (a) Indian Rupees, unless otherwise agreed in writing, such amount shall be converted into Indian Rupees based on the RBI reference rate on the date immediately preceding the date on which such amount is payable under the Transaction Documents; and (b) Jamaican Dollars, unless otherwise agreed in writing, such amount shall be converted into Jamaican Dollars based on the Bank of Jamaica's weighted average selling rate for the United States Dollar rate on the date immediately preceding the Business Day date on which such amount is payable under the Transaction Documents;

2. INDIA TRANSACTION

2.1 Subject to the terms of this Agreement and the India BTA, HGSL hereby agrees to sell, transfer, convey, assign and deliver to India NewCo, and the Investor hereby agrees to cause India NewCo to purchase from HGSL on the Closing Date, as a going concern, on a Slump Sale basis, free from all Encumbrances, all right, title and interest of HGSL in and to the India HS Undertaking (existing as on the Closing Date) for the India Purchase Consideration.

2.2 Parties acknowledge that the transfer of the India HS Undertaking is a transfer of a going concern as set out in paragraph 2 of Notification No. 12 / 2017 – Central Tax (Rate) dated 28th June, 2017.

2.3 For the avoidance of doubt, the Parties acknowledge that the India Excluded Assets and India Excluded Liabilities are not considered integral to the operation of and do not form a part of India HS Undertaking and are accordingly not being sold, assigned, transferred, conveyed or delivered to India NewCo and India NewCo is not purchasing, acquiring or accepting from HGSL the India Excluded Assets and India Excluded Liabilities.

2.4 On the Closing Date, the Investor shall cause India NewCo to remit the India Purchase Consideration, to HGSL as consideration for the purchase of the India HS Undertaking in accordance with this Agreement and the India BTA. On the Closing Date, HGSL shall sell, transfer, convey, assign and deliver to India NewCo, as a going concern, on a Slump Sale basis, free from all Encumbrances, all right, title and interest of HGSL in and to the India HS Undertaking for the India Purchase Consideration in accordance with the India BTA.

3. PHILIPPINES TRANSACTION

3.1 Subject to the terms of this Agreement and the Philippines BTA, HGSL through Philippines BO hereby agrees to sell, transfer, convey, assign and deliver to the Investor through the Philippines NewCo, and the Investor hereby agrees to cause Philippines NewCo, to purchase from HGSL on the Closing Date, as a going concern, free from all Encumbrances, all right, title and interest of HGSL in and to the Philippines HS Undertaking in the Philippines BO (existing as on the Closing Date) for the Philippines Purchase Consideration.

3.2 For the avoidance of doubt, the Parties acknowledge that the Philippines Excluded Assets and Philippines Excluded Liabilities are not considered integral to the operation of the Philippines HS Undertaking and are accordingly not being sold, assigned, transferred, conveyed or delivered to Philippines NewCo and Philippines NewCo is not purchasing, acquiring or accepting from HGSL the Philippines Excluded Assets and Philippines Excluded Liabilities.

3.3 On the Closing Date, the Investor shall cause Philippines NewCo to remit the Philippines Purchase Consideration to the Philippines BO, as consideration for the purchase of the Philippines HS Undertaking in accordance with this Agreement and the Philippines BTA. On the Closing Date, HGSL through the Philippines BO shall sell, transfer, convey, assign and deliver to the Investor through the Philippines NewCo, as a going concern, free from all Encumbrances, all right, title and interest of HGSL, in and to the Philippines HS Undertaking for the Philippines Purchase Consideration in accordance with the Philippines BTA.

4. US TRANSACTION

4.1 Subject to the terms of this Agreement and the US Transfer Agreement and for consideration set out therein, on the Closing, HGS Mauritius 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 dividend declared, paid or made in respect of such Sale Securities) to US Bidco in consideration for the Final US Sale Consideration, subject to any applicable withholding Taxes, which shall be discharged by payment of the Estimated Sale Consideration on the Closing Date and any adjustments in accordance with Clause 6.2 after the Closing Date;

5. JAMAICA TRANSFER

5.1 Subject to the terms set out in this Agreement and the Jamaica BTA, HGS Jamaica shall sell, transfer, convey, assign and deliver to Jamaica NewCo, and the Investor hereby agrees to cause Jamaica NewCo to purchase from HGS Jamaica on the Closing, as a going concern, on a slump sale basis, free from all Encumbrances, all right, title and interest of HGS Jamaica in and to the Jamaica HS Undertaking (existing as on the Closing Date) for the Jamaica Purchase Consideration.

5.2 For the avoidance of doubt, the Parties acknowledge that the Jamaica Excluded Assets and Jamaica Excluded Liabilities are not considered integral to the operation of the Jamaica HS Undertaking and are accordingly not being sold, assigned, transferred, conveyed or delivered to Jamaica NewCo and the Jamaica NewCo is not purchasing, acquiring or accepting from HGS Jamaica the Jamaica Excluded Assets and Jamaica Excluded Liabilities.

5.3 On the Closing Date, the Investor shall cause Jamaica NewCo to remit the Jamaica Purchase Consideration to HGS Jamaica as consideration for the purchase of the Jamaica HS Undertaking in accordance with this Agreement and the Jamaica BTA. On the Closing Date, HGS Jamaica shall sell, transfer, convey, assign and deliver to Jamaica NewCo, as a going concern, free from all Encumbrances, all right, title and interest of HGS Jamaica, in and to the Jamaica HS Undertaking for the Jamaica Purchase Consideration in accordance with Jamaica BTA.

6. EXECUTION DATE DELIVERABLES AND PRE-COMPLETION ACTIONS

6.1 On the Execution Date:

(i) Each Party shall and the Investor shall cause its relevant Affiliates who are parties to the Transaction Documents to deliver to the other Parties certified true copies of the resolutions authorizing execution and performance of the Transaction Documents to which it is a party.

(ii) The Sellers shall deliver the Disclosure Letter to the Investor.

(iii) The Investor shall deliver to the Sellers a true, correct and complete copy of the duly executed equity commitment letter in the Agreed Form.

(iv) The Parties shall have executed the Transition Services Agreement.

(v) Each Party shall have and the Investor's Affiliates who are parties to the Transaction Documents shall have executed and the Investor shall have caused its controlled Affiliates to execute the relevant Transaction Documents.

6.2 **Consideration Adjustments**

(i) HGSL will prepare or cause to be prepared and deliver to Investor at least seven (7) Business Days prior to the Closing Date:

(a) an estimated balance sheet of the Relevant Businesses (the "**Estimated Closing Balance Sheets**"), as of the Accounting Effective Time;

(b) a written statement (the "**Estimated Closing Statement**") setting forth HGSL's computation of: (1) the Combined Net Debt; (2) India Debt, (3) US Net Debt, (4) the Combined Net Working Capital, (5) India Net Working Capital, (6) Combined Working Capital Adjustment, (7) India Working Capital Adjustment; (8) US Working Capital Adjustment and (9) based on the foregoing estimates, the estimated US Sale Consideration (the "**Estimated US Sale Consideration**") and the estimated India Purchase Consideration (the "**Estimated India Purchase Consideration**").

(ii) The Parties agree that any Cash received by the HGS US Cos or US NewCo from the Internal Reorganization which has not been distributed prior to the Closing Date shall be disregarded in computing the Final US Sale Consideration.

(iii) HGSL shall provide reasonable supporting documents for the calculation of all such amounts. The Estimated Closing Balance Sheets, the Estimated Closing Statement and the calculations and determinations set forth therein will be prepared based on the definitions in this Agreement and in accordance with the WC Accounting Principles. HGSL will provide the Investor with reasonable access, upon reasonable written notice and during normal business hours, to the relevant books and records and other documents of the Relevant Businesses to verify the information set forth in the Estimated Closing Statement prior to the Closing Date and HGSL shall consult with Investor in good faith regarding the implementation of any reasonable revisions to such estimates proposed by Investor and may implement such reasonable revisions to such estimates proposed by the Investor at its sole and absolute discretion.

(iv) The Investor will in good faith prepare or cause to be prepared, and will provide to HGSL within 90 (ninety) days of the Closing Date:

(a) the balance sheet of the Relevant Businesses (the "**Closing Balance Sheets**"), as of the Accounting Effective Time, and

(b) a written statement (the "**Closing Statement**") setting forth computation of: (1) the Combined Net Debt; (2) India Debt, (3) US Net Debt, (4) the Combined Net Working Capital, (5) India Net Working Capital, (6) Combined Working Capital Adjustment, (7) India Working Capital Adjustment; (8) US Working Capital Adjustment and (9) based on the foregoing estimates, the US Sale Consideration (the "**Closing US Sale Consideration**") and India Purchase Consideration (the "**Closing India Purchase Consideration**").

(v) The Closing Balance Sheets, the Closing Statement and all calculations and determinations set forth therein will be prepared based on the definitions in this Agreement and in accordance with the WC Accounting Principles. Investor will provide HGSL with reasonable access, upon written notice and during normal business hours, to the relevant books and records and other documents of the Relevant Businesses to verify the information set forth in the Closing Balance Sheets, the Closing Statement and all calculations and determinations.

(vi) For the purpose of computing the Closing Balance Sheets and the Closing Statement, within 7 days of the Closing Date, Investor and HGSL shall jointly appoint a reputed actuary as mutually agreed to undertake an actuarial valuation determining any unfunded or underfunded liabilities, deferred compensation or obligations with respect to any Employee Benefit for the employees of Relevant Businesses (other than the Jamaica HS Undertaking) who are transferring to the Investor and its Affiliates provided pursuant to (i) an Employee Benefit Plan under which benefits paid to an employee is fixed in advance in accordance with a formula given in such Employee Benefit Plan; or (ii) under applicable statutory obligations (which solely in relation to the India HS Undertaking, shall be limited to gratuity obligations and leave encashment), in each case as on the Closing Date, including pensions and other similar post-retirement obligations including any unpaid employee variable pay (including bonus), deferred payments incentive (other than those specifically provided in this Agreement as being payable directly by the Sellers), increments and commission, any liabilities created for any disputes, including without limitation the pro-rated 13th month bonus payable to Philippines Employees pursuant to the Presidential Decree No. 851 under the laws of Philippines ("**Actuarial Report**") or any other relevant actuarially determined payables. The findings of the Actuarial Report shall be taken into account by the Investor in preparing the Closing Balance Sheets and the Closing Statement and the cost of obtaining such Actuarial Report shall be borne equally by HGSL and the Investor.

(vii) After receipt of the Closing Balance Sheets and the Closing Statement, HGSL shall review the Closing Statement and, no later than 30 days after receipt of the Closing Statement (the "**Dispute Period**"), HGSL shall either:

(x) notify the Investor in writing that HGSL agrees with the Closing Statement, the Closing US Sale Consideration and Closing India Purchase Consideration (an "**Approval Notice**"); or

(y) notify the Investor in writing that HGSL disagrees with such calculations (such notice, the "**Dispute Notice**"), which Dispute Notice shall:

(A) describe with reasonable specificity the items with which HGSL disagrees;

(B) set forth HGSL's calculation of the component parts of the Closing Statement, the US Sale Consideration, the India Purchase Consideration and the US Sale Adjustment Amount or the India Sale Adjustment Amount or both, as the case may be.

(viii) In the event of receipt by the Investor of a Dispute Notice, the Investor and HGSL will use good-faith efforts during the 14 day period following the date of the Investor's receipt of such Dispute Notice (the "**Resolution Period**") to resolve any differences they may have as to the amounts set forth in the Closing Statement or the calculations set forth therein. If the Investor and HGSL cannot reach written agreement prior to the expiration of the Resolution Period, then within five (5) days thereafter, their disagreements, limited to only those issues still in dispute (the "**Remaining Disputes**"), shall be promptly submitted to a global internationally recognized accounting firm to be mutually appointed by HGSL and the Investor (the "**Independent Accountant**"), which firm shall conduct such additional review as is necessary to resolve the specific Remaining Disputes referred to it.

(ix) Promptly after engagement of the Independent Accountant, HGSL and the Investor shall jointly provide the Independent Accountant with: (a) a copy of this Agreement; (b) the Closing Statement, the Closing Balance Sheet and the Dispute Notice; (c) a list of each Remaining Dispute; and (d) a written submission of their respective final position with respect to each such Remaining Dispute (collectively, "**Final Positions**"), as applicable (which amounts or values may not be different than the amounts or values of each such item set forth in or contemplated by the Closing Statement, on the one hand, and the Dispute Notice, on the other hand). Within 7 days of the engagement of such Independent Accountant, each of HGSL and the Investor shall deliver to the Independent Accountant and to the other party simultaneously its arguments in support of each of its Final Positions (the "**Initial Submission**"). Each of HGSL and the Investor shall thereafter be entitled to submit a rebuttal to the other's Initial Submission, which rebuttals shall be delivered to the Independent Accountant and to the other party simultaneously within 30 days of the delivery of HGSL's and the Investor's respective Initial Submissions to the Independent Accountant and to each other. Absent a request by the Independent Accountant, in which case HGSL or the Investor, as the case may be, shall submit to the Independent Accountant and to the other party simultaneously, the information required by the Independent Accountant, neither HGSL nor the Investor may make any additional submission to the Independent Accountant or otherwise communicate with the Independent Accountant. The Independent Accountant shall resolve the Remaining Disputes based solely on the Initial Submission from HGSL and the Investor pursuant to this Agreement and the terms of this Agreement (and not by independent review). The Independent Accountant shall have 7 (seven) days following submission of HGSL' and the Investor's respective rebuttals to review the documents provided to it and to deliver its written determination with respect to each of the Remaining Disputes. The Independent Accountant's authority shall be limited to resolving the Remaining Disputes in accordance with the terms of this Agreement and to resolving disputes with respect to whether the Final Positions are in accordance with the terms of this Agreement, including the definitions contained herein and this Clause 6.2. In resolving each Remaining Dispute, the Independent Accountant shall not assign an amount or value for any item greater than the greatest amount or value for such item or lesser than the lowest amount or value for such item, in each case, as proposed in the Final Positions.

(x) If HGSL has delivered an Approval Notice (or failed to deliver a Dispute Notice within the Dispute Period), the Closing US Sale Consideration and the Closing India Purchase Consideration, as the case may be, shall be deemed to be the Final US Sale Consideration and the Final India Purchase Consideration, as the case may be. If HGSL has delivered a Dispute Notice, the Closing US Sale Consideration and the Closing India Purchase Consideration, as the case may be, as adjusted pursuant to: (a) the agreed positions on differences which the Investor and HGSL have been able to resolve mutually; or (b) the determination of the Remaining Disputes by the Independent Accountant, as applicable shall be deemed to be the Final US Sale Consideration and the Final India Purchase Consideration, as the case may be.

(xi) The Independent Accountant shall deliver its written determination with respect to each Remaining Dispute, as well as its determination of the Final US Sale Consideration and the Final India Purchase Consideration, as the case may be and the US Sale Adjustment Amount or the India Sale Adjustment Amount or both, as the case may be simultaneously to HGSL and the Investor (the "**Independent Accountant Determination**"). The role of the Independent Accountant shall be that of an expert and not an arbitrator. The Independent Accountant's determination shall be final and binding on the Parties except where there is fraud or manifest error.

(xii) The fees and expenses of the Independent Accountant shall be borne by the Investor, on the one hand, and HGSL, on the other hand, in inverse proportion as they may prevail on the matters resolved by the Independent Accountant, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accountant at the time the determination is rendered on the merits of the matters submitted to the Independent Accountant.

(xiii) On the fifth (5th) day after the earliest of: (A) the receipt by the Investor of an Approval Notice (B) the expiration of the Dispute Period if the Investor has not received an Approval Notice or a Dispute Notice within such period; (C) the resolution by HGSL and the Investor of all differences regarding the Closing Statement, or (iv) the receipt of the Independent Accountant Determination:

(A) if the US Sale Adjustment Amount is a negative number, HGS Mauritius shall pay to the Investor an amount equal to such difference by wire transfer of immediately available funds;

(B) if the US Sale Adjustment Amount is a positive number, the Investor shall pay to HGS Mauritius by wire transfer of immediately available funds an amount equal to the US Sale Adjustment Amount;

(C) if the India Sale Adjustment Amount is a negative number, HGSL shall pay to the Investor an amount equal to such difference by wire transfer of immediately available funds;

(D) if the India Sale Adjustment Amount is a positive number, the Investor shall pay to HGSL by wire transfer of immediately available funds an amount equal to the India Sale Adjustment Amount;

All payments required pursuant to this Clause 6.2 will, to the extent permitted by applicable law, be deemed to be adjustments for Tax purposes to the Final US Sale Consideration or the Final India Purchase Consideration, as the case may be.

(xiv) To the extent it is necessary for purposes of this Agreement (including, but not limited to, the calculation of Taxes included in Debt) to determine the allocation of Taxes attributable to a Straddle Period, the Parties agree that the amount of any Taxes of the Relevant Business based upon or measured by income, gain, proceeds, activities, transactions or receipts, and any withholding Taxes and transfer Taxes which relate to the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the Closing Date (and for such purposes, the taxable period of any partnership of other pass-through entity in which any member of the Relevant Business holds a beneficial interest will be deemed to terminated at such time), except that any exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a daily basis. The amount of any other Taxes will be deemed to be the amount of such Tax for the entire taxable period multiplied by a faction, the numerator of which is the amount of days in the taxable period ending on (and including) the Closing Date and the denominator of which is the number of days in such taxable period.

7. CONDITIONS PRECEDENT

7.1 The obligation of the Parties to consummate the transactions contemplated under the Transaction Documents shall be conditional on the fulfilment by the Parties of each of the items specified in **PART 1** of **SCHEDULE II** (each a "**Common CP**"), to the reasonable satisfaction of the Parties or mutual waiver by the Parties (to the extent such waiver is permitted by applicable Law), as the case may be, on or prior to the Long Stop Date. It is clarified that the Investor shall be responsible for fulfilment of the conditions specified in paragraphs (c) to (e) of **PART 1** of **SCHEDULE II.**

7.2 The obligation of the Investor to consummate the transactions contemplated under the Transaction Documents shall be conditional on the fulfilment by the Sellers, of each of the items specified in **PART 2** of **SCHEDULE II** (each a "**Seller CP**"), to the reasonable satisfaction of the Investor or waiver by the Investor (to the extent such waiver is permitted by applicable Law), as the case may be, on or prior to the Long Stop Date.

7.3 The obligation of the Sellers to consummate the transactions contemplated under the Transaction Documents shall be conditional on the fulfilment by the Investor and/ or the Affiliates, as the case may be, of each of the items specified in **PART 3** of **SCHEDULE II** (each an "**Investor CP**"), to the reasonable satisfaction of the Seller or waiver by the Sellers (to the extent such waiver is permitted by applicable Law), as the case may be, on or prior to the Long Stop Date.

7.4 **CCI Filing**

(i) The Investor shall make an application to the CCI in relation to the condition set out in paragraph (c) of **Part 1** of **SCHEDULE II**.

(ii) HGSL shall co-operate in good faith and provide reasonable support to the Investor to obtain the CCI Approval.

(iii) The Investor and HGSL shall provide each other or any of their authorised representatives and advisers such assistance, documentation and information as may be reasonably required in connection with the filings to be made to the CCI for the purposes of obtaining

the CCI Approval ("**CCI Filings**"), subject to any mechanism for sharing of confidential information as set out in the agreement as may be mutually agreed by HGSL and the Investor. HGSL and the Investor shall endeavour to provide such information as soon as reasonably practicable.

(iv) The Investor shall submit the CCI Filings within 30 (thirty) days of the Execution Date, or such other period as may be mutually agreed between Parties. The CCI Filings shall be in a form agreed in writing between the Investor and HGSL.

(v) The Investor shall provide HGSL with copies of all correspondence received from the CCI in connection with the CCI Filings and give HGSL reasonable notice of meeting proposed to be held and all details of the proceedings of any meetings held with the CCI in relation to the CCI Filing from time to time. HGSL shall have the right (but not an obligation) to participate in such meetings upon providing a reasonable notice to the Investor of its intent to participate in the relevant meeting.

(vi) The Investor shall be solely responsible for any representation, warranty or misstatement made by it, with respect to itself, in connection with the CCI Filings, whether directly or through any representatives. Any representation or warranty made by the Investor with respect to HGSL or its Affiliates will only be made after such representations and warranties are approved by HGSL and HGSL will be solely responsible in relation to such representation, warranty or misstatements.

(vii) In the event of receipt of an adverse decision or order from the CCI or any other Governmental Authority (as the case may be) having jurisdiction in regard to the CCI Filings, the Investor shall, use reasonable endeavours to seek such legal remedies (including appeal) as may be required to obtain the CCI Approval, to the extent the Investor, acting reasonably, expects that the order is reasonably likely to be reversed on appeal.

(viii) Notwithstanding anything contained in sub-clause (vii) above, in the event of receipt of an adverse decision or order from the CCI or any other Governmental Authority (as the case may be) having jurisdiction in regard to the CCI Filings, the Investor shall have the right, at its sole discretion, to seek such legal remedies as may be required to obtain the CCI Approval without any adverse conditions.

(ix) If the Investor has pursued legal remedies in respect of the CCI Approval pursuant to this Clause, the outcome of which is pending on the date on which: (a) the conditions precedent required to be satisfied by Persons other than the Investor and its Affiliates under the Transaction Documents have been satisfied or waived; and (b) the approval in paragraph (c) of Part 1 of Schedule II has been received, upon conclusion of the proceedings (and on the terms of CCI Approval as decided in those proceedings), the Investor shall (and shall cause its Affiliates to) proceed to Closing unless the Transaction Documents are terminated as per the terms of this Agreement. Provided however, in the event that such proceedings have not concluded prior to the Long Stop Date, and: (A) the W&I Insurer has agreed to extend the validity of the W&I Policy beyond the Long Stop Date, the Parties may jointly extend the Long Stop Date until the expiry of the validity of the W&I Policy; (B) the validity of the W&I Policy may not be extended beyond the Long Stop Date, the Parties shall discuss in good faith any extension of Long Stop Date, in each case, with a view to achieving consummation of the transactions contemplated in the Transaction Documents.

7.5 **CFIUS**

(i) The Investor and HGS Mauritius shall submit, or cause to be submitted as promptly as practicable following the execution of this Agreement, a declaration ("**Declaration**") to CFIUS pursuant to 31 C.F.R. § 800.401 or 31 C.F.R. § 800.402, and shall cooperate with each other to provide any information requested by CFIUS, or which the Investor and HGS Mauritius mutually agree to provide to CFIUS, in each case in connection with the Declaration. If requested or required by CFIUS, or if mutually agreed by the Investor and HGS Mauritius, the Investor and HGS Mauritius shall promptly submit (i) a draft of the joint notice to CFIUS ("**CFIUS Notice**") contemplated under 31 C.F.R. § 800.501(g) with respect to the Transactions, (ii) as promptly as practicable after receiving feedback from CFIUS regarding the draft CFIUS Notice referenced in clause (i), a formal CFIUS Notice as contemplated by 31 C.F.R. § 800.501(a), and (iii) as soon as possible (and in any event in accordance with applicable regulatory requirements) any other submissions that are formally requested by CFIUS to be made, or which the Investor and HGS Mauritius mutually agree should be made, in each case in connection with the Transaction Agreement and the Transactions. The Investor and HGS Mauritius shall cooperate with each other in connection with any such filing or the provision of any such information (including, to the extent permitted by applicable law, providing copies, or portions thereof, of all such documents to the non-filing party prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry under Section 721 with respect to any such filing or any such transaction.

(ii) The Investor shall enter into such reasonable assurances or agreements requested or required by CFIUS or the President of the United States to obtain CFIUS Approval, provided however that the Investor shall not be required to accept any mitigation that materially limits its ability to own, control and operate the Business, or that otherwise has a material adverse effect on the Business.

7.6 **HSR Act Matters**

(i) The Parties shall provide each other or any of their authorised representatives and advisers such assistance, documentation and information as may be reasonably required in connection with the filings to be made pursuant to the HSR Act ("**HSR Filings**"). The Parties shall endeavour to provide such information as soon as reasonably practicable following the Execution Date.

(ii) Each of the Sellers and the Investor shall submit, or cause to be submitted, the HSR Filings within 30 (thirty) days of the Execution Date, or such other period as may be mutually agreed between Parties, which shall not in any event exceed 30 (thirty) Business Days from the Execution Date. The HSR Filings shall be in a form agreed in writing between the Parties.

(iii) The Parties shall provide each other with copies of all correspondence received from any Governmental Authority in connection with the HSR Filings and give each other all details of the proceedings of any meetings held with any Governmental Authority in relation to the HSR Filings from time to time.

(iv) In the event of receipt of an adverse decision or order from any Governmental Authority having jurisdiction in regard to the HSR Filings, the Investor may, at its sole discretion,

use reasonable endeavours to seek such legal remedies (including appeal) as may be required to obtain the HSR Approval.

(v) If, prior to the Closing, the Investor has pursued legal remedies in respect of the HSR Filings pursuant to this Clause and such proceedings have not concluded prior to the Long Stop Date and: (A) the W&I Insurer has agreed to extend the validity of the W&I Policy beyond the Long Stop Date, the Parties may jointly extend the Long Stop Date until the expiry of the validity of the W&I Policy; (B) the validity of the W&I Policy may not be extended beyond the Long Stop Date, the Parties shall discuss in good faith any extension of Long Stop Date, in each case, with a view to achieving consummation of the transactions contemplated in the Transaction Documents.

7.7 **Process for Notifying Satisfaction of Conditions Precedent**

On fulfilment of all of the Conditions Precedent (unless waived as may be applicable) applicable to the Investor (i.e. the Conditions Precedent set out in **Part 1** of **SCHEDULE II** and **Part 3** of **SCHEDULE II**) or the Sellers (i.e. the Conditions Precedent set out in paragraph (a) and (b) of **Part 1** and **Part 2** of **SCHEDULE II**) as the case may be, the Investor or the Sellers, as the case may be, shall promptly (and in any event prior to the Long Stop Date) send a CP Satisfaction Notice in the format set out in **SCHEDULE III**. The CP Satisfaction Notice shall be accompanied by all the necessary documents evidencing satisfaction of the Conditions Precedent to be satisfied by such Party. Failure by a Party to deliver the CP Satisfaction Notice when due shall not release such Party from its obligations under Clause 8 of this Agreement and the Transaction Documents and shall not preclude the other Parties to proceed to Closing in accordance with this Agreement and the Transaction Documents.

7.8 **Non-fulfilment of Conditions Precedent**

(i) If at any time a Party becomes aware of any fact, event or circumstance that is likely to prevent or delay the satisfaction, in whole or in part, of any of the Conditions Precedent required to be performed by it, such Party shall promptly notify the other Parties of such fact, event or circumstance and the expected delay in fulfilment of the relevant Conditions Precedent and shall provide to the other Parties duly authenticated or certified copies of documents (to the extent available) evidencing such fact, event or circumstance.

(ii) Subject to any specific efforts standards set forth in Clause 7, the Parties shall make commercially reasonable efforts to fulfil the Conditions Precedent applicable to them as soon as practicable but in any event prior to the Long Stop Date. If any Conditions Precedent have not been fulfilled or waived in accordance with this Agreement on or before the Long Stop Date, each Party shall have the right to terminate this Agreement by notice to the other Parties, provided, however, that: (a) if a Party's breach of this Agreement has caused the failure of any Condition Precedent, such breaching Party shall not be permitted to terminate this Agreement based on such failure; and (b) in the circumstances described in Clause 7.4 (ix)), Clause 7.6 (v), the Parties may terminate this Agreement only after the expiry of the extended period specified therein.

8. ACTIONS ON CLOSING DATE AND POST CLOSING

8.1 Subject to satisfaction or waiver of the Conditions Precedent in accordance with Clause 7, 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 Notices by the relevant

Parties is issued, provided where the last of the CP Satisfaction Notice is issued after 15th 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 conditions set forth in Clause 7 of this Agreement, the Investor shall not be required to effect the Closing before the date that is thirty (30) days after the date of this Agreement. The Closing Date under this Agreement shall be deemed to be the mutually agreed closing date under the India BTA, the Philippines BTA, the Jamaica BTA, and the US Transfer Agreement.

8.2 On or prior to the Closing Date:

India NewCo

(i) HGSL and the Investor shall undertake all actions required to be taken by them on or prior to the Closing Date as set out in the India BTA;

(ii) the Investor shall cause India NewCo to undertake all actions required to be taken by it on or prior to the Closing Date as set out in the India BTA;

Philippines NewCo

(i) HGSL and the Investor shall undertake all actions required to be taken by them on or prior to the Closing Date as set out in the Philippines BTA;

(ii) the Investor shall cause Philippines NewCo to undertake all actions required to be taken by it on or prior to the Closing Date as set out in the Philippines BTA;

Jamaica NewCo

(i) HGS Jamaica and the Investor shall undertake all actions required to be taken by them on or prior to the Closing Date as set out in the Jamaica BTA;

(ii) the Investor shall cause Jamaica NewCo to undertake all such actions required to be taken by it on or prior to the Closing Date as set out in Jamaica BTA.

US NewCo

(i) HGS Mauritius and the Investor shall take, and cause to be taken, all actions required to be taken by them or their Affiliates on or prior to the Closing Date as set out in the US Transfer Agreement.

(ii) the Investor shall cause US BidCo to undertake all such actions required to be taken by it on or prior to the Closing Date as set out in the US Transfer Agreement.

8.3 As a condition to Closing, the Investor shall have received a certificate dated as of the Closing Date and executed by the Sellers and the Healthcare Entities, as the case may be, certifying that the conditions set forth in (b) and (d) of **Part 2** of Schedule II have been satisfied. As a condition to Closing, the Sellers shall have received a certificate dated as of the Closing Date and executed by the Investor and its Affiliates who are parties to the Transaction Documents, as the case may be, certifying that the conditions set forth in (b) of **Part 3** of Schedule II have been satisfied.

8.4 The actions required to be taken by the Parties at Closing under this Agreement and closing actions under each Transaction Documents are interdependent and shall be deemed to take place simultaneously and no action to be taken on the Closing Date under Clauses 8.2 and closing actions under each Transaction Documents shall not be deemed to have been completed until all such actions required to be taken on the Closing Date under the Transaction Documents have been completed in each case, unless provided otherwise in the applicable Transaction Documents. For the avoidance of doubt, the Internal Reorganisation shall take place in accordance with the Step Plan and Schedule VI to this Agreement.

8.5 **Employee Benefits**

(i) For a period of 12 months after the Closing Date (or such shorter period during which the applicable employees transferred with the Business Undertakings remain employed by the Investor and/or its Affiliates), the Investor agrees to provide compensation that is no less favourable, and employee benefits that are no less favourable than those provided under the Employee Benefit immediately prior to the Closing Date, except any amendments that are mandated by applicable Law or are linked to the non-performance of the employees. The parties hereto acknowledge and agree that the terms set forth in this Clause 8.4 will be without prejudice to and will not prevent the exercise of any rights or entitlement of the Investor or its Affiliates under any employment/service contract or under applicable law.

(ii) HGSL agrees to pay:

(a) eligible employees of the Relevant Business identified by HGSL, Deferred Performance Incentive amounts determined by HGSL as per the DPI 2019 Plan and as may be approved by the nomination and remuneration committee and board of directors of HGSL; and

(b) identified employees including the Key Employees, retention payments as may be approved by the Nomination and Remuneration Committee and Board of HGSL within 90 days of the Closing Date. If the services of any identified employee is terminated by the Investor within 90 days of Closing, the said identified employee shall continue to be entitled to the retention payments by HGSL pursuant to this sub-clause.

(iii) The Investor and HGSL shall mutually agree and effect a communication plan in respect of employees of the Relevant Business, including terms of employment by India NewCo being no less favourable than the terms on which they are engaged by the relevant HGS Group entity consistent with Clause 8.5(i). The Investor shall make or cause its Affiliates to make offers of employment to employees of the Relevant Business in compliance with the Transaction Documents after receipt of the CCI Approval.

9. WRONG POCKETS

9.1 The Parties intend that this Clause 9 shall apply for a period of 2 (two) years after the Closing Date in respect of:

(i) any assets forming part of the India HS Undertaking, Philippines HS Undertaking or Jamaica HS Undertaking, as the case may be, as on the Closing Date that should have been transferred to the India NewCo, Philippines NewCo or Jamaica NewCo, as the case may

be, under the India BTA, Philippines BTA and the Jamaica BTA respectively, but which continued to be held by HGSL, Philippines BO or HGS Jamaica, as the case may be;

(ii) any assets which should not have been transferred to India NewCo, Philippines NewCo or Jamaica NewCo, as the case may be, under the India BTA, Philippines BTA and the Jamaica BTA respectively but was transferred to India NewCo, Philippines NewCo or Jamaica NewCo, as the case may be, on the Closing Date;

(in each case, a "**Wrongly Retained Asset**"), and

(iii) any Liability forming part of the India HS Undertaking, Philippines HS Undertaking or Jamaica HS Undertaking as on the Closing Date that should have been assumed by the India NewCo, Philippines NewCo, or Jamaica NewCo, as the case may be, under the India BTA, Philippines BTA and the Jamaica BTA respectively, but which continue to be held by HGSL or HGS Jamaica, respectively; or

(iv) any Liability which should have been retained by HGSL, Philippines BO or HGS Jamaica, as the case may be, under the India BTA, Philippines BTA and the Jamaica BTA respectively, but was assumed by India NewCo, Philippines NewCo or Jamaica NewCo, as the case may be, on the Closing Date;

(in each case, a "**Wrongly Retained Liability**").

9.2 If HGSL or its Affiliates, on the one hand, or Investor or its Affiliates, on the other hand, become aware that any right, title or interest in any Wrongly Retained Asset was retained or transferred or any Wrongly Retained Liability was transferred or retained as set out in Clause 9.1 above, then the relevant Party shall promptly notify the other Party of such fact in writing no later than 30 (thirty) days after the discovery of such Wrongly Retained Asset or Wrongly Retained Liability, as applicable, by providing notice identifying such Wrongly Retained Asset or Wrongly Retained Liability, as applicable, and describing in reasonable detail the use thereof (each such notice, a "**Wrong Pockets Notice**"). The relevant Party shall notify the other Party in writing within 30 (thirty) days of receipt of the Wrong Pockets Notice whether it reasonably believes in good faith that it agrees with the identification of such Wrongly Retained Asset or Wrongly Retained Liability, as the case may be ("**Wrong Pockets Response Notice**"). With respect to any asset or liability identified in a Wrong Pockets Notice that the parties agree is a Wrongly Retained Asset or Wrongly Retained Liability, as the case may be, the relevant Party shall transfer the Wrongly Retained Asset (net of all Taxes) or Wrongly Retained Liability, as the case may be to the rightful Party as soon as practicable and no later than 30 (thirty) days for no additional consideration. With respect to any other Wrongly Retained Asset or Wrongly Retained Liability identified in the applicable Wrong Pockets Notice that the Parties do not mutually agree (acting reasonably and in good faith) was a Wrongly Retained Asset or a Wrongly Retained Liability, as the case may be, the Parties shall resolve such matter (a) amicably by mutual discussion within thirty (30) days of the receipt of the Wrong Pockets Response Notice; and (b) if such matter is not resolved withing the foregoing timeframe, by using the dispute resolution process set forth in Clause 16.11.

9.3 The relevant Party shall do all such further acts and things and execute all such documents as may be necessary to effect validly the transfer and vest the Wrongly Retained Asset or the Wrongly Retained Liability, as the case may be.

9.4 The relevant Party shall hold the Wrongly Retained Asset, or relevant interest in the Wrongly Retained Asset, on trust until such time as the transfer is validly effected to vest the Wrongly Retained Asset or relevant interest in the Wrongly Retained Asset in the rightful Party.

9.5 Without prejudice to the generality of Clause 9.1, (i) if any payments are received by HGSL or its Affiliates, as the case may be, including any receipts for goods/services sold, after the Closing Date for any matter arising after the Closing Date (other than Excluded Assets), such amounts shall be, promptly and no later than 30 (thirty) days thereafter, paid over to India NewCo, Philippines NewCo, or Jamaica NewCo, as the case may be; (ii) if any payments are received by the Investor, India NewCo, Philippines NewCo and Jamaica NewCo, as the case may be, including any receipts for goods/services sold, Tax refunds related to the India HS Undertaking, Philippines HS Undertaking or Jamaica HS Undertaking, as the case may be, after the Closing Date for any matter relating to the period prior and upto the Closing Date and to the extent such payments are not included in the Final US Sale Consideration and Final India Sale Consideration, such amounts shall be, promptly and no later than 30 (thirty) days thereafter, paid over to HGSL, Philippines BO, HGS Mauritius or HGS Jamaica, as the case may be and the Investor shall and shall cause India NewCo, Philippines NewCo and Jamaica NewCo, to make such payments to HGSL, Philippines BO, HGS Mauritius or HGS Jamaica, as the case may be.

10. CONDUCT BETWEEN THE EXECUTION DATE AND THE CLOSING DATE

10.1 During the period between the Execution Date and the Closing Date (the "**Standstill Period**"), the Sellers shall use their reasonable endeavours to ensure that the (i) Relevant Businesses; and (ii) the Business as conducted by HGS UK, HGS USA LLC and HGS Inc. will be operated in the Ordinary Course. During the Standstill Period, HGSL shall enter into forward contracts for the Relevant Business in the Ordinary Course and in accordance with the Hedge Policy. Nothing contained in Clause 10 (including Clause 10.1 (v), Clause 10.1 (vii) and Clause 10.1 (xvii)), shall restrict any distribution of the Cash by the Relevant Businesses prior to the Closing Date. During the Standstill Period, except: (a) with the prior written consent of the Investor; (b) as is required by the Transaction Documents; (c) as may be expressly permitted under the Transaction Documents; (d) in relation to the Excluded Assets or the Excluded Liabilities (other than with respect to Seller Taxes of the HGS USA LLC Cos);or (e) as contemplated in the Business Plan, provided that save for Clause 10.1(iv), any thresholds, periods set out in the Business Plan shall be applied proportionately in determining whether the limits/ thresholds shall require the consent of the Investor under this Clause 10.2, the Sellers shall ensure that: (w) HGSL, only in relation to the India HS Undertaking and the Philippines HS Undertaking, (x) HGS Jamaica only in relation to the Jamaica HS Undertaking, (y) HGS US Cos and US NewCo. and (z) (i) HGS UK, HGS USA LLC and HGS Inc. solely as it relates to the HGS UK Transferring Contract, HGS Inc Transferring Contracts, HGS USA LLC Transferring Contracts, US Transferring Employees and US Transferring Assets, and (ii) solely in respect of Clause 10.(1)(xv), HGS Inc. and the Prism Retained Entities (as defined in the US Transfer Agreement), in each case of clauses (w) through (z), shall not:

(i) Enter into any business as part of the Relevant Businesses other than the Business, change the nature of the Business or cease to conduct the Business, provided that: (a) nothing contained herein shall restrict the Relevant Businesses' ability to service additional healthcare clients or enter into, amend or terminate statements of work with the Healthcare Clients in the Ordinary Course; and (b) the Sellers shall not be deemed to be in breach of their covenants set out herein if a Healthcare Client terminates its business with the Healthcare Entities or any of them in accordance with the agreements between such Healthcare Client and the Healthcare Entities or any of them;

(ii) Incur any Debt (other than in the Ordinary Course or to the extent such Debt constitutes an Excluded Liability) as part of, or create, extend, grant any Encumbrances over the Relevant Businesses other than Debt incurred in connection with the Internal Reorganisation as expressly contemplated by the Step Plan;

(iii) Create any Encumbrance on or sell, license, abandon or dispose of any of the Assets of the Relevant Businesses, provided that nothing contained in this Clause shall restrict the sale, license, abandonment or disposal of: (a) Excluded Assets; (b) Assets which: (1) have an aggregate realised value of less than $250,000; or (2) are obsolete or defective;

(iv) Make any capital expenditures as part of the Relevant Businesses other than: (a) capital expenditures that are fully funded prior to Closing; or (b) any single capital expenditure of less than $250,000, not to exceed $5,000,000 (and such amount as set out in the Business Plan) in the aggregate for all capital expenditures by the Relevant Businesses;

(v) Institute or settle any legal proceedings or claim in relation to the Relevant Businesses each exceeding a value of $250,000 or $2,000,000 in aggregate, or if such legal proceedings or claim relate to the top 5 customers of the Relevant Business (on a combined basis), provided that nothing contained in this Clause shall restrict the Relevant Businesses' ability to make Ordinary Course contractual adjustments pursuant to service level agreements with such customers;

(vi) Enter into any Contract for the purposes of the Relevant Businesses that would be a Material Contract if entered into on or prior to the date hereof, or terminate or adversely modify in any material respect, or cancel, any Material Contract, provided that nothing contained in the foregoing shall restrict the Relevant Businesses' ability to: (a) enter into Contracts to service additional healthcare clients, provided that such Contracts are on terms that are not, in the aggregate, materially more favourable to such healthcare clients than Contracts with healthcare clients that are in effect as of the date hereof; or (b) enter into, amend or terminate statements of work with the Healthcare Clients in the Ordinary Course;

(vii) Take any action to change accounting policies or procedures (including procedures with respect to revenue recognition), change any assumption underlying, change in the policies of any Relevant Business with respect to cash management or the payment of accounts payable or accrued expenses or the collection of accounts receivable or other receivables, including any acceleration or deferral of the payment or collection thereof, or method of calculating, any bad debt contingency, other reserve or income or losses except in each case required to conform to any change in Accounting Principles or applicable Laws, in each case, with respect to the Relevant Businesses;

(viii) Defer to pay any accounts payables by the Relevant Businesses (as the case may be) in relation to the Business other than those disputed in good faith or in the Ordinary Course;

(ix) HGSL will not amend or modify its forward contract policy as set out in the annual report for the year ending March 31, 2020 ("**Hedge Policy**");

(x) HGSL will not foreclose or terminate any forward contracts prior to its stated maturity date.

(xi) Adopt a plan of complete or partial liquidation, dissolution, merger, restructuring or the reorganization of any Relevant Business;

(xii) Enter into any guarantee, indemnity or other agreement pursuant to which the Relevant Businesses would be required to secure any obligation of a third party except where required by Contract;

(xiii) Other than in the Ordinary Course or in compliance with applicable Law, undertake any recall or withdrawal of any service for Relevant Businesses, termination recalls or withdrawals of any statement of work, in each case, for the Relevant Businesses;

(xiv) Except in compliance with applicable Laws or where required by Contracts or the statement of works in relation to the Relevant Business, make any change in the manner in which any Person extends discounts or credits (including return allowances or service credit offsets) to customers of the Business;

(xv) Make, change or revoke any material Tax election, amend any income Tax Return or other material Tax Return, surrender any refund or right thereto, adopt or change any material accounting method in respect of Taxes or otherwise, enter into any closing agreement, settlement or compromise of any income Tax liability or other material Tax liability, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, other than: (a) amendment of any Tax Returns filed for Philippines HS Undertaking, if required or directed by the relevant Tax authorities; and (b) the following specific matters in relation to the Internal Reorganisation:

(A) For Axis Point Health Solutions LLC, USA reorganization - any election related to internal organization, filings if and as prescribed
(B) For HGS Inc., to HGS US, tax election if and as prescribed
(C) For Falcon Health Solutions PR Holdco LLC.,USA and Falcon Health Solutions PR LLC, PR filing / election if required if and as prescribed
(D) Setting up US Newco and US Newco2 and Contribution of shares of HGS Inc., USA and capital contribution respectively by HGS International, Mauritius and the relevant disclosure / Form filing in the USA if and as prescribed

(xvi) Enter into, establish, amend, terminate or increase (or accelerate the timing, vesting or payment of) any payments or benefits under any Employee Benefit or increase the compensation, in each case of any current employee, director, officer, consultant or independent contractor of the Healthcare Entities or the Relevant Businesses or change the terms of their employment, except:

(a) as required by applicable Law;
(b) as required by the terms of any Employee Benefit;
(c) where such increase in payments or benefits is in the Ordinary Course with respect to Junior Employees and together with other such increases, does not constitute more than a 9% increase on a weighted average and consolidated basis for the financial year ending on March 31, 2022 as compared to financial year ended on March 31, 2021;

(xvii) Terminate the employment or engagement of any Key Employee (other than termination for cause, which shall not include non-performance) or any other employee, consultant, retainer or independent contractor of the Relevant Businesses earning annual base compensation or consulting fees greater than or equal (a) to $250,000 for employees, consultant, retainer or independent contractor which are not a part of India Employees; and

(b) to $150,000 for employees, consultant, retainer or independent contractor which are a part of India Employees;

(xviii) Hire or engage any employee (other than Junior Employees), consultant, retainer or independent contractor of the Relevant Business and earning annual base compensation or consulting fees greater than or equal to (a) (i)to $250,000 for employees, consultant, retainer or independent contractor which are not a part of India Employees; and (ii) to $150,000 for employees, consultant, retainer or independent contractor which are a part of India Employees; and/ or (b) $1,500,000 in the aggregate;

(xix) Hire or engage more than 2,500 Junior Employees (other than to the extent to replace the Junior Employees whose employment has been terminated in Ordinary Course);

(xx) Furlough, place on leave (other than as required by applicable Law) or lay off or terminate (other than for cause) 2,000 or more employees of the Relevant Businesses;

(xxi) Enter into, negotiate, amend or extend any collective bargaining agreement or other Contract with a Union;

(xxii) Amend any of the actions or steps relating to or contemplated by the Internal Reorganisation; provided that Investor's consent to any such amendment shall not be unreasonably withheld, conditioned or delayed; provided further any such amendment that, in Investor's reasonable determination, does not adversely impact Investor, US Bidco 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; and

(xxiii) Agree, whether in writing or otherwise, to do any of the foregoing or take, or commit to take, any action that would result in the occurrence of any of the foregoing.

For the purpose of this Clause 10.2, at the time of seeking consent of the Investor, the Sellers shall provide the Investor with information as may be reasonably requested in writing by the Investor to make an informed decision.

10.2 Notwithstanding anything to the contrary contained in the Transaction Documents, nothing contained in the Transaction Documents: (i) will give the Investor, directly or indirectly, rights to control or direct the Business or operations of the Healthcare Entities prior to the Closing; or (ii) shall operate to prevent or restrict any act or omission by the Sellers or the Healthcare Entities, the taking of which is required by applicable Laws, or which pertain to any of their businesses or operations other than the Relevant Businesses.

10.3 From and after the date of this Agreement and until the earlier of the termination of this Agreement and the Closing Date, upon reasonable prior written request, the Healthcare Entities will, to the extent permitted under applicable Law:

(i) afford the Investor and its authorised Representatives reasonable access, at times agreed upon by the Healthcare Entities, to the properties, facilities, books and records and business of the Relevant Businesses provided that: (a) such access does not unreasonably interfere with the conduct of the Healthcare Entities' business; (b) no access shall be provided to any properties, facilities, books and records relating to businesses other than the Business;

(ii) afford the Investor and its authorised Representatives reasonable access to information relating to operational matters, financial matters, forward contracts and ongoing business operations of the Relevant Businesses ; and

(iii) deliver to the Investor all exemption certificates to the extent received by HGS Healthcare LLC with respect to the provision of taxable services by HGS Healthcare LLC or any of its Affiliates in Connecticut for years 2018 through the Closing Date;

provided that the Investor shall cause all Persons who have been afforded access to any information in accordance with this Clause 10.4 to comply with the obligations set out in Clause 14 of this Agreement and shall be responsible for any breach by such Persons.

10.4 During the Standstill Period or until the date that this Agreement is terminated, the Sellers shall not, and each shall cause the Persons Controlled by the Sellers, Healthcare Entities and their Subsidiaries, not to and shall instruct their directors, officers, employees and agents not to solicit, initiate, encourage or engage in any discussions or negotiations with, enter into any agreement with, any Person (other than the Investor, its Affiliates and their respective agents and representatives) concerning any Acquisition Proposal. From the date of this Agreement, each Seller shall, and shall cause Persons Controlled by it, the Healthcare Entities and their Subsidiaries to and shall instruct their directors, officers, employees and agents to immediately cease and cause to be terminated any existing activities, discussions, communications, access, or negotiations with any Person, other than Investor, its Affiliates and their respective representatives, conducted heretofore with respect to any Acquisition Proposal, including terminating access to any data site or other source of confidential information. "**Acquisition Proposal**" means any offer, proposal or indication of interest from a third party regarding: (a) the acquisition of, or investment in: (i) all or any portion of the equity securities of the Healthcare Entities (other than HGSL, to the extent it does not adversely affect the ability of HGSL to perform its obligations under the Transaction Documents); or (ii) all or a material portion of the assets of the Relevant Businesses; or (b) any merger, consolidation, recapitalization, joint venture, reorganization, business combination, extraordinary dividend or reorganization involving the Healthcare Entities (other than HGSL, to the extent it does not affect the ability of HGSL to perform its obligations under the Transaction Documents), except and only to the extent required for the purposes of the Internal Reorganisation, in each case, whether occurring in a single transaction or series of related transactions.

10.5 Each Seller, on its own behalf and on behalf of its controlled Affiliates and any other Person making a claim by or through such Seller (each, a "**Releasing Party**"), hereby irrevocably waives, releases and discharges the Relevant Businesses and their current, and former directors, managers, officers, agents, employees, representatives, predecessors, successors and assigns (each, a "**Released Party**") from any and all liabilities to such Releasing Party from the beginning of the world to the Closing Date whether arising under any agreement, instrument or understanding or otherwise at Law or equity, other than in each case, the performance of any of obligations owed by the Relevant Businesses to the Releasing Party under this Agreement or any of the Transaction Documents. The Releasing Party shall not seek to recover any amounts payable by the Releasing Party to the Investor or its Affiliates under this Agreement or the Transaction Documents from any Released Party. Nothing contained in this Agreement or any other Transaction Document shall prohibit any Releasing Party from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency; provided, however, that such Releasing Party hereby agrees to waive its right to recover monetary damages or other personal relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by such Releasing Party or by anyone else on such Releasing Party's behalf. Notwithstanding the foregoing, the foregoing shall not be applicable to:

(i) any India Liabilities, Philippines Liabilities and Jamaica Liabilities; (ii) any Liabilities arising after Closing under the Transaction Documents which relate to a period post-Closing; and (iii) Liabilities which relate to a period after Closing Date arising on account of actions by the Investor or its Affiliates pursuant to the Transaction Documents or on account of their fraud or wilful misconduct; and (v) Liabilities of the Relevant Businesses to the Seller and its Affiliates in relation to shared services, support services and work force management services for the period prior to the Closing Date, to the extent already adjusted pursuant to Clause 6.2.

10.6 During the Standstill Period, the Sellers shall use commercially reasonable efforts to provide to the Investor and its Affiliates and their representatives such cooperation as may be reasonably requested by the Investor or its Affiliates and their representatives in connection with the Debt Financing, including:

(i) upon reasonable prior written notice: (a) participation of senior management of the Relevant Businesses in a reasonable number of meetings, presentations with rating agencies and prospective lenders; and (b) arranging for reasonable direct contact between the financial advisors of HGSL and representatives of the Investor and any of their Debt Financing sources for the purposes of furnishing the Investor and any of their Debt Financing sources with information with respect to the business, operations and financial conditions of the Relevant Businesses necessary for the Debt Financing, to the extent not contrary to Law or any existing confidentiality obligation on any of the members of the HGS Group; and

(ii) if reasonably requested in writing at least ten (10) Business Days prior to Closing, providing the Investor and its lenders at least three (3) Business Days prior to Closing, and as reasonably requested by the Investor or any lender, all documentation and other information available with the Sellers with respect to the Relevant Businesses that is required by regulatory authorities in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT, Title III of Pub. L. 107-56 (signed into law October 26, 2001),

provided that in each case: (a) the information provided to such prospective lenders shall be subject to the terms of Clause 14 (Confidentiality and Publicity), (b) such cooperation does not unreasonably interfere with the ongoing operations of the members of the HGS Group or the ability of the members of the management team of the members of the HGS Group to perform their respective duties vis-à-vis the members of the HGS Group, and (c) that neither HGSL nor any of the members of the HGS Group shall be required to: (A) pay any commitment or other fee, reimburse any expenses or give any indemnities or incur any other Liability or obligation in connection with their obligations pursuant to this Clause; or (B) commit to taking any action that is not contingent upon Closing (including entry into any agreement) or would be effective prior to the Closing Date or that would otherwise subject it to actual or potential Liability in connection with the Debt Financing. The Investor shall, within thirty (30) days following written request by HGSL or the Sellers provided that no amounts under this sentence shall be due or payable prior to the earlier of the Closing or termination of this Agreement in accordance with Clause 15.12, reimburse the Sellers or HGSL respectively for reasonable, properly incurred and documented out-of-pocket expenses incurred by the Sellers or, as the case may be, HGSL or any other member of the HGS Group in connection with such cooperation or assistance requested by the Investor under this Clause without regard to any limitation on indemnification set forth in this Agreement and shall indemnify and hold harmless the Sellers and the members of the HGS Group from and against any and all Liabilities suffered by any of them in connection with the arrangement of the Debt Financing (including any action or assistance taken in accordance with this Clause) and any

information utilized in connection therewith, except to the extent such Liabilities arise from the fraud of the Sellers or any member of the HGS Group.

10.7 Prior to the Closing, the Sellers shall cause the Healthcare Entities, as of the Closing, to obtain, non-cancellable "tail" insurance policies with a claims period of at least six years from and after the Closing from insurance carriers with the same or better claims-paying ability ratings as the Healthcare Entities' current insurance carriers with respect to directors' and officers' liability insurance policies and fiduciary liability insurance policies (collectively, "**D&O Tail Policy**"), for the persons forming part of the Business who are (a) covered by the Healthcare Entities' existing D&O Tail Policy; and (b) are proposed to be transferred to the Investor or its Affiliates pursuant to the Transaction Documents, with terms, conditions, retentions and levels of coverage at least as favorable as the Healthcare Entities' existing directors' and officers' liability insurance policies and fiduciary liability insurance policies with respect to matters existing or occurring at or prior to the Closing (including in connection with this Agreement or the transactions contemplated hereby). The Investor shall bear the costs of such D&O Tail Policy upto US$ 100,000 and the Sellers shall bear the cost of such D&O Tail Policy in excess of US$ 100,000.

10.8 Each Party agrees that it shall, and shall cause each of its Affiliates to, report for all tax purposes the distribution of the Prism Redemption Consideration (as defined in the US Transfer Agreement) as a distribution in exchange of the Redeemed Shares (as defined in the US Transfer Agreement)in accordance with Sections 302(a) and (b) of the Code and pursuant to Zenz v. Quinlivan, 213 F.2d 914 (6th Cir. 1954) and Rev. Rul. 75-447, 1975-2 CB 113. The Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

11. WARRANTIES

11.1 The Investor warrants to each of the other Parties that the warranties set out in Part 1 of **SCHEDULE I** ("**Investor Warranties**") are true and correct in all respects as at the Execution Date and shall be true and correct in all respects as at the Closing Date.

11.2 **Warranties of the Sellers:** Save as Disclosed:

(i) Each of HGSL, HGS Jamaica, and HGS Mauritius warrant to the Investor that the warranties set out in **Part 2** of **SCHEDULE I** (other than paragraph 6) ("**Seller Warranties**") are true and correct in all respects as at the Execution Date, and shall be true and correct in all respects as at the Closing Date.

(ii) HGS Mauritius warrants to the Investor that the Warranty set out in Paragraph 6 of **Part 2** of **SCHEDULE I** shall be true and correct in all respects as at the Closing Date; and

(iii) HGSL warrants to the Investor solely in respect of the India HS Undertaking and Philippines HS Undertaking, HGS Jamaica warrants to the Investor solely in respect of the Jamaica HS Undertaking and HGS Mauritius warrants to the Investor solely in respect of the HGS US Cos that the warranties set out in **Part C** of **SCHEDULE I** ("**Business Warranties**") are true and correct in all respects as at the Execution Date and shall be true and correct in all respects as at the Closing Date.

11.3 **Reliance on Representations and Warranties**

(i) The Investor acknowledges and agrees that it shall not be entitled to make any Claim for a breach of Warranty in respect of any matters which were Disclosed to the Investor in terms of this Agreement, other than: (a) the Specific Indemnity Events (excluding Notified Contingent Liabilities and Other Contingent Liabilities in respect of which no Claims may be made in respect of matters Disclosed as on the Execution Date); (b) Qualifying Claims Disclosed in the Updated Disclosure Letter, where such Qualifying Claims, individually or together with other such Qualifying Claims results or is reasonably likely to result in a Loss exceeding $4,000,000, in which case, the Investor Indemnified Party shall be entitled to make a Claim for indemnification for all such Losses and not just the amount of Loss exceeding $4,000,000; (c) in respect of any such fact, matter or circumstance arising as a result of any fraud by the Sellers; (d) for matters for which the Sellers or their Affiliates have agreed to specifically indemnify the Investor Indemnified Party in other Transaction Documents.

(ii) The Investor acknowledges and agrees that the Sellers give no warranty, representation or undertaking as to the accuracy or completeness of any forecast, estimates, projections, statements of intent or statement of opinion provided to the Investor or any of its Representatives (howsoever provided).

(iii) The only Warranties given in respect of Tax are the Tax Warranties and each of the Warranties that is not a Tax Warranty shall be deemed not to be given in respect of Tax; provided, however, that this Section 11.3(iii) shall not limit recovery for Taxes resulting from a non-Tax claim.

11.4 **Disclosures**

(i) The Warranties are qualified by the facts, circumstances and matters set out in: (a) the Transaction Documents; (b) Disclosed on the Execution Date; and (c) Disclosed on the Closing Date, other than Qualifying Claims which are Disclosed in the Updated Disclosure Letter which, individually or together with other Qualifying Claims which are Disclosed in the Updated Disclosure Letter results or is likely to result in a Loss exceeding $4,000,000.

(ii) The Sellers may update the Disclosure Letter for matters, developments or events occurring between the Execution Date and the Closing Date and shall provide a draft of the Updated Disclosure Letter to the Investor 5 (five) Business Days before the Closing Date and the final Updated Disclosure Letter on the Closing Date, provided that: (a) such Updated Disclosure Letter shall not refer to any matter that has arisen due to breach of the covenants by the Sellers and their controlled Affiliates under the Transaction Documents; and (b) information or a matter Disclosed in the Updated Disclosure Letter shall not qualify a warranty where such information or matter relates to a Qualifying Claim which, individually or together with other Qualifying Claims Disclosed in the Updated Disclosure Letter results or is reasonably likely to result in a Loss exceeding $4,000,000.

12. INDEMNIFICATION

12.1 **W&I Insurance**

(i) The Investor shall obtain a W&I Policy on or prior to the Execution Date. The Investor shall ensure that the W&I Policy is valid, subsisting and enforceable by it until such time as any Investor Indemnified Party has the right to claim an indemnity for any Claim that

would, had such Claim arisen on the Closing Date, been recoverable from the W&I Policy. The Investor shall, and shall procure that the Investor Indemnified Parties shall:

(a) not cancel, surrender, terminate, amend or otherwise modify the W&I Policy in a manner which results in any reduction of the scope of coverage or modification of specific exclusions set forth therein, without the prior written consent of the Sellers; or

(b) not vitiate the W&I Policy or do anything which causes any right under the W&I Policy to not have full force and effect, if such action removes or diminishes any of the rights or benefits of the Sellers as set out in this Clause 12;

(c) comply with the terms of any deliverables set out in the W&I Policy to the extent that any non-compliance would remove or diminish any rights or benefits of the Sellers as set out in this Clause 12;

(d) ensure that, at all times, the W&I Policy includes terms to the following effect:

(A) an express waiver of the W&I Insurers' rights of subrogation, contribution and rights acquired by assignment against the Sellers and/ or the Healthcare Entities, other than in the event of fraud; and

(B) an acknowledgement by the W&I Insurers that the Sellers are entitled to directly enforce such waivers, and that, in respect of the waivers, the Investor contracts with the W&I Insurers in its own right and as agent of the Sellers.

(e) seek an extension of the validity of the W&I Policy if: (a) the Investor has pursued legal remedies in respect of the CCI Filings or HSR Filings pursuant to this Agreement, the outcome of which is pending on the date on which: (a) the conditions precedent required to be satisfied by Persons other than the Investor and its Affiliates under the Transaction Documents have been satisfied or waived; and (b) the approval in paragraph (c) of Part 1 of Schedule II has been received.

(ii) The Sellers shall not have liability for Claims that are not recoverable under the W&I Policy as a result of the Investor's failure, the Investor's Affiliates' failure to comply with its obligations under Clause 12.1(i) or under the W&I Policy.

(iii) The Investor Indemnified Parties shall be entitled to seek indemnification for a Claim, subject to Clause 12.4, in accordance with the following waterfall mechanism:

(a) if the Loss is fully recoverable under the W&I Policy, the Investor Indemnified Parties shall only seek recourse for such Loss against the W&I Policy; and

(b) if the Loss in respect of a Claim is not fully recoverable under the W&I Policy, the Investor Indemnified Parties shall only seek recourse for such part of the Loss as is recoverable under the W&I Policy thereunder, and shall seek recourse for such portion of the Loss that is not recoverable under the W&I Policy from HGSL in accordance with this Agreement;

(c) the Investor acknowledges that the Sellers have entered into the Transaction Documents, and will perform the Transaction Documents, in reliance on, and on the basis of, the W&I Policy.

12.2 Subject to Clauses 12.1 and 12.4, on and from the Closing, HGSL shall indemnify, defend and hold harmless the Investor and its Affiliates (collectively, "**Investor Indemnified Parties**") from Losses suffered or incurred due to: (i) breach of the Fundamental Warranties and Fundamental Business Warranties; (ii) breach of Business Warranties (iii) uncured breach or non-performance of the Identified Covenants under the Transaction Documents; (iv) any Excluded Liability (other than Excluded Broker and Commission Liabilities, for which indemnity shall be available as may be separately agreed in writing) or Excluded Asset; (v) Specific Indemnity Events; (vi) any Loss on account of input tax credits, any refunds, credits, incentives or similar benefits claimed by HGSL (in each case, other than in relation to GST) in connection with India HS Undertaking and transferred to India NewCo, wherein such refund, credit, incentive or benefit is subsequently disputed / rejected by the tax authorities either partially or completely ("**HGSL Taxes**"); and (vii) Internal Reorganisation. HGSL may discharge indemnity payments due to the Investor Indemnified Parties through a nominee or an Affiliate, provided that this does not delay the ability or timing of receipt of such indemnity payments by the Investor Indemnified Parties.

12.3 On and from the Closing, the Investor shall indemnify, defend and hold harmless the Sellers from Losses incurred by the Sellers arising from or as a result of breach of the Investor Warranties.

12.4 **Limitations on Liability**

The liability for any Claim under the Transaction Documents shall be subject to the following:

(i) The Investor Indemnified Parties shall not be entitled to make a Claim for indemnification pursuant to Clause 12 unless the Investor Indemnified Party's Loss arising from such Claim (after adjusting any amounts recoverable from the W&I Policy) exceeds $250,000 (each, a "**Qualifying Claim**") provided that the said threshold shall not apply to Losses resulting from any Claim under Clause 12.2(iv), any breach of the Fundamental Warranties, HGSL Taxes, Identified Covenants, Specific Indemnity Events (other than Notified Contingent Liabilities) or fraud.

(ii) The Investor Indemnified Parties shall not be entitled to make a Claim for indemnification pursuant to Clause 12 unless the aggregate of all Qualifying Claims exceeds $10,000,000 ("**Basket**"), provided that if the aggregate of all Qualifying Claims exceeds the Basket, the Investor Indemnified Party shall be entitled to make a Claim for indemnification for all such Claims and not just the amount exceeding the Basket, and the Basket shall not apply to Losses due to any Claim under Clause 12.2(iv), any breach of the Fundamental Warranties, Identified Covenants, Qualifying Claims Disclosed in the Updated Disclosure Letter, where such Qualifying Claims, individually or together with other such Qualifying Claims results or is likely to result in a Loss exceeding $4,000,000 HGSL Taxes, Specific Indemnity Events (other than Notified Contingent Liabilities) or fraud.

(iii) HGSL's aggregate cumulative liability for all Claims pursuant to Clause 12.2 shall not exceed Specified Amount provided that such limitation shall not apply to any Losses resulting from any HGSL Taxes, Claims under Clause 12.2(iv), Specific Indemnity Events (other than Notified Contingent Liabilities) or fraud.

(iv) Within the limits set out in Clause 12.4(iii), the aggregate liability of HGSL, for Claims in relation to:

(a) Business Warranties, shall not exceed 15% of the Specified Amount;

(b) Fundamental Business Warranties and Notified Contingent Liabilities, shall not exceed 27.5% of the Specified Amount;

(c) Fundamental Warranties (other than Fundamental Business Warranties), shall not exceed 100% of the Specified Amount;

(d) uncured breaches or failure to perform any Identified Covenants (other than Clause 13 of the Agreement), shall not exceed 40% of the Specified Amount; and

(e) Internal Reorganisation, shall not exceed 20% of the Specified Amount.

(v) The ability of the Investor Indemnified Parties to claim (other than any Claim for fraud) indemnity for Losses arising out of the following indemnification events shall be limited to the time periods set out against such indemnification events:

(a) For Claims in relation to the Business Warranties (save as set out below) until the date of expiry of two years from the Closing Date;

(b) For Claims in relation to any Tax Warranties and Seller Taxes, until the expiry of earlier of (i) seven years from the end of the financial year in which Closing occurs and (ii) the 60th day following the expiry of the applicable statute of limitations for such Claim;

(c) For Claims in relation to any Fundamental Warranties (other than Fundamental Business Warranties), until the date of expiry of seven years from the Closing Date;

(d) For Claims in relation to Fundamental Business Warranties, until March 31, 2024;

(e) For Claims in respect of Sellers' uncured breaches or failure to perform any Identified Covenant, until the date of expiry of 18 months (x) from the Closing Date, in case of covenants required to be performed prior to the Closing Date, or (y) from the date when such covenant is required to be performed, if such covenant is required to be performed on or after the Closing Date.

(f) For Claims under Clause 12.2 (iv) until March 31, 2024 (other than any Claims for Tax under Clause 12.2 (iv), which shall be subject to the claim period set out in Clause 12.4 (v) (b)); and

(g) For Claims in relation to Internal Reorganisation, until March 31, 2024 (other than any Claims for Tax in relation to Internal Reorganization, which shall be subject to the claim period set out in Clause 12.4 (v) (b)).

Provided that if a Claim is made pursuant to Clause 12.2 on or prior to the time period as set out in this Clause 12.4(iv), the indemnity obligations of the Indemnifying Party in respect of such Claim shall have terminate on the earlier of: (a) the date on which all

amounts in connection with such Claim payable by the Indemnifying Party under and subject to Clause 12 of this Agreement been paid to the Investor Indemnified Party; and (b) the final resolution of any dispute between the Parties in respect of such Claim.

(vi) Notwithstanding anything to the contrary contained in the Transaction Documents:

(a) the Indemnifying Party shall not be liable to the Investor Indemnified Party for any Claim under, in relation to or arising out of the Transaction Documents to the extent the Claim is for any Liability which is contingent, unless and until such contingent Liability becomes an actual liability and is due and payable;

(b) the Indemnifying Party shall not be liable to the Investor Indemnified Party for any Claim under, in relation to or arising out of the Transaction Documents on account of Tax unless it results in the actual liability to pay any Tax (whether or not such amounts are paid/payable under protest or in the nature of an interim payment and whether or not such amounts paid/payable are reflected as contingent liabilities in the books of accounts of Indemnifying Party or the Investor Indemnified Party, after considering and take into account any relief, exemption and/or set off which is directly attributable to such Loss that is actually availed by the Investor Indemnified Parties and which has not been disapproved or disregarded or challenged during first level of assessment and which is realized in cash in the year of such Loss, determined on a "with and without" basis);

(c) the Indemnifying Party shall not be liable to the Investor Indemnified Party for any Claim under, in relation to or arising out of the Transaction Documents to the extent that it would not have arisen but for, or has been increased as a result of any act, omission or transaction carried out prior to the Closing Date, at the Investor's or its Affiliates' request in writing;

(d) the Parties agree that any indemnity under the Transaction Documents shall be provided on an after-Tax basis, such that the amount payable pursuant to such indemnity (the "**Indemnity Payment**") shall be calculated in such a manner as will ensure that, after taking into account: (i) any Tax required to be deducted or withheld from the Indemnity Payment; and (ii) the amount and timing of any additional Tax which becomes payable by the recipient of the Indemnity Payment as a result of the Indemnity Payment being subject to Tax in the hands of the recipient of the Indemnity Payment, the recipient of the Indemnity Payment is in the same position as that in which it would have been if the matter giving rise to the Indemnity Payment obligation had not occurred;

(e) the Indemnifying Party shall not be liable to the Investor Indemnified Party for any Claim under, in relation to or arising out of the Transaction Documents to the extent the amount of such Claim would not have occurred but for:

(A) any change in, after the Closing Date, any applicable Law or any administrative Order which retrospectively applies for the period on or prior to the Closing Date other than to the extent such change results in a Tax Liability on the Investor Indemnified Parties;

(B) any change in the Accounting Standards or change in accounting policies adopted by Investor after the Closing Date; and/or

(C) increase in Tax rates, method of calculation or scope of Taxation after the Closing Date except where any such change has a retroactive effect.

(vii) The amount of any Claim for a Loss under the Transaction Documents shall be proportionately reduced:

(a) to the extent that the Investor or its Affiliates, as the case may be, has been compensated for such Losses;

(b) to the extent that the net Loss is decreased by taking into account any payment or other benefit (including reduced cost or liability) actually received by the Investor Indemnified Parties which is directly attributable to such Loss or any net Tax benefit which is actually availed by the Investor Indemnified Parties and which has not been disapproved or disregarded or challenged during first level of assessment and which is realized in cash in the year of such Loss, determined on a "with and without" basis; provided that if such Tax benefit is successfully contested by a Governmental Authority, the amount by which such net Loss has been adjusted for such net Tax benefit shall, subject to the monetary caps specified in this Clause, be payable by the Indemnifying Party to the relevant Investor Indemnified Parties;

(c) to the extent the amount of such Loss was taken into account to reduce, on a dollar-for-dollar basis, Final US Sale Consideration and Final India Sale Consideration, as may be applicable.

(viii) The Investor Indemnified Parties shall take all commercially reasonable steps and provide all reasonable assistance requested in writing by the Indemnifying Parties to avoid or mitigate any Losses that may or will be suffered by the Investor Indemnified Parties, which in the absence of such mitigation or assistance might give rise to Losses or increase the quantum of Losses. Nothing contained in this Clause 12.4 (viii) shall (i) mandate or require the Investor Indemnified Part(ies) to make any payments under protest or pay or deposit any amounts with Governmental Authorities or make any filings required or otherwise necessary under Applicable Law, (ii) require the Investor Indemnified Parties to fail to comply with Applicable Law or (iii) cause the Investor Indemnified Parties to take an action that may result in a Loss to the Investor Indemnified Parties; provided that this clause (iii) shall not apply to the extent the Indemnifying Parties have indemnified the Investor Indemnified Parties for such Loss prior to such Investor Indemnified Party being required to take actions contemplated by this Clause 12.4(viii)..

(ix) The Investor Indemnified Parties shall not be entitled to recover from the Indemnifying Parties more than once in respect of the same Loss suffered, if and to the extent that the Losses resulting from or connected with such breach are or have been included in a Claim for Losses which has been fully satisfied.

(x) The amount of any Claim for a Loss under the Transaction Documents shall be reduced to the extent that the net Loss is decreased because the Investor Indemnified Party or their Affiliates has recovered from any valid insurance policy available or a Third Party with respect to such Loss; provided that such reduction in the amount of a Loss shall take into account additional Taxes and costs incurred (or that are reasonably likely to be incurred) by the Investor Indemnified Parties as a result of the receipt of such covered amounts.

12.5 **Indemnification Procedure**

(i) The Investor Indemnified Party shall notify the Sellers by providing a written notice to the Indemnifying Party within 30 (thirty) days of becoming aware of the matter or circumstance giving rise to a Claim, such written notice to contain all reasonable details of the Claim including, the amount of Loss, the nature of Loss, each individual item (in reasonable detail to the extent then reasonably known to the Investor Indemnified Party) of Loss included in the amount so stated, the cause of action, the specific matter alleged to have given arise to a Claim and supporting documents evidencing the foregoing ("**Intimation Notice**").

(ii) The Investor Indemnified Party may make a Claim set out in an Intimation Notice for a Loss in respect of a Claim that is not fully recoverable under the W&I Policy only upon satisfaction of the conditions set out in Clause 12.1(iii). In the event the Investor Indemnified Party is desirous of making a Claim in light of the foregoing, the Investor Indemnified Party shall provide a written notice to the Indemnifying Party within 30 (thirty) days of becoming aware of the fact that the Loss is not fully recoverable under the W&I Policy ("**Claim Notice**").

(iii) The Investor Indemnified Party's failure to deliver the Claim Notice within the time period specified in this Clause shall not relieve the Indemnifying Party of its indemnification responsibility under this Clause 12, save to the extent of any incremental Loss arising from such delay.

(iv) In relation to any Claim (not being a Third Party Claim), within 21 Business Days of receipt of the Claim Notice by the Indemnifying Party, the Indemnifying Party shall deliver to the Investor a written response in which the Indemnifying Party shall either:

(a) agree that the Investor Indemnified Party is entitled to be indemnified for all of the Losses made in the Claim Notice, and make the indemnity payment within the earlier of twenty one (21) Business Days of receipt of the Claim Notice or the time period set out in the Claim Notice ("**Acceptance Notice**"); or

(b) dispute any Losses or claims made by the Investor Indemnified Party, by specifying in detail the reason(s) for such objection ("**Objection Notice**").

(v) If the Indemnifying Party delivers an Objection Notice or fails to send an Acceptance Notice or fails to make the indemnity payment within the period specified in Clause 12.5(iv), the dispute ("**Indemnity Dispute**") shall be settled in accordance with the procedure set out in Clause 16.11.

(vi) Subject to Clause 12.6(iv), the Indemnifying Party shall not be obliged to make an indemnification payment in relation to Claims that have been referred to dispute resolution in accordance with Clause 15.61, until resolution of such dispute.

12.6 **Third Party Claims**

(i) If the Investor Indemnified Parties becomes aware of any actual or threatened claim or proceeding that may result in a Claim (a "**Third Party Claim**"), the Investor Indemnified Parties shall notify the Indemnifying Party of such Third Party Claim promptly and in any event within 30 (thirty) days by delivering a notice in writing setting forth all reasonable

details of the Claim including, the amount of Loss, the nature of Loss, each individual item (in reasonable detail) of Loss included in the amount so stated, the cause of action, the specific Warranty or indemnifiable matter alleged to have given arise to a Claim and supporting documents evidencing the foregoing ("**Third Party Claim Notice**"). The Investor Indemnified Parties shall provide the Indemnifying Party and its representatives with all necessary information and facilities to investigate such Third Party Claim to the extent then reasonably known by the Investor Indemnified Parties and access to the Relevant Businesses to the extent reasonably requested by the Indemnifying Party in connection with such Third Party Claim. The Investor's failure to deliver the Third Party Claim Notice within the time period specified in this Clause shall not relieve the Indemnifying Party of its indemnification responsibility under this Clause 12, save to the extent of any incremental Loss arising from such delay.

(ii) The Indemnifying Party may, at its expense and by providing written notice to the Investor within thirty (30) Business Days of the Third Party Claim Notice, elect to assume the conduct of any dispute, compromise, defence, appeal or negotiations with respect to the Third Party Claim. If the Indemnifying Party has so agreed to assume the conduct of any dispute, defence, compromise, appeal or negotiations in relation to a Third Party Claim, the Investor shall cooperate with the Indemnifying Party in relation to the conduct of any dispute, defence, compromise, appeal or negotiations of the Third Party Claim. Notwithstanding the foregoing, in no event shall the Indemnifying Party be entitled to assume the conduct of any dispute, compromise, defence, appeal or negotiations with respect to a Third Party Claim in the event that: (a) such action would be prohibited under the W&I Policy, (b) the Indemnifying Parties would not be responsible for all of the Losses that would reasonably result from such Third Party Claim, (c) such Third Party Claim seeks injunctive or equitable relief; (d) such Third Party Claim would reasonably be expected to result in reputational harm or damages to the Investor or its Affiliates; or (e) the Third Party Claim is in the nature of criminal proceedings; or (f) the Third Party Claim concerns or relates to Taxes relating to the US Cos which shall be governed by Clause 12.7. The Indemnifying Party shall not settle any Third Party Claim without the prior written approval of the Investor if: (x) any such settlement, compromise or other disposition does not provide an unqualified release to the Investor from any Losses or outstanding obligations in relation to such Third Party Claim; or (y) the Indemnifying Parties would not be responsible for all of the Losses that would reasonably result from such Third Party Claim.

(iii) If the Indemnifying Party does not assume any dispute, compromise, defence, appeal or negotiations with respect to the Third Party Claim in accordance with Clause 12.6(ii):

(a) the Investor Indemnified Party shall have the right to defend, compromise, appeal, negotiate or settle such Third Party Claim, with counsel of its choice;

(b) the Investor Indemnified Party shall keep the Indemnifying Party informed of all material events with respect to the progress of the proceedings relating to the Third Party Claim from time to time;

(c) the Indemnifying Party shall reasonably cooperate with the Investor Indemnified Party in relation to the conduct of any dispute, defence, compromise or appeal of the Third Party Claim or proceeding; and

(d) the Investor Indemnified Party shall not settle any Third Party Claim without the prior written approval of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(iv) The indemnification amount in regard to a relevant Third Party Claim shall be paid by the Indemnifying Party within time period as may be determined by the Governmental Authority upon determination by a Governmental Authority that such a payment is required to be made in relation to a Third Party Claim. This clause 12.6 shall not apply to Taxes of US NewCo and HGS US Cos.

12.7 Seller and the Investor shall provide to each other notice within ten (10) days after receiving any notice of deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim in which a Governmental Authority makes or proposes to make a Tax adjustment to any Tax Return in respect of a Pre-Closing Tax Period of US NewCo, HGS US Cos or the Prism Retained Entities (a "**Tax Claim**"); provided, however, that failure to comply with this provision shall not affect a party's right to indemnification under the Transaction Documents except to the extent such failure materially impairs such party's ability to contest such Tax liabilities. To the extent such Tax Claim (or the resolution thereof) is not reasonably likely to adversely affect Taxes of the Investor or its Affiliates, as reasonably determined by the Investor, including for the avoidance of doubt, US Bidco, US NewCo, HGS US Cos, in any Tax period other than a Pre-Closing Tax Period, Seller shall have the right to control, at its sole expense, any such Tax Claim; provided, however, that (A) Seller shall have no right to control any such Tax Claim unless Seller shall have first notified the Investor in writing of Seller's intention to do so and of the identity of counsel, if any, chosen by Seller in connection therewith, (B) the Investor shall be permitted, at the Investor's expense, to be present at, and participate in, any such Tax Claim and (C) Seller shall cooperate with the Investor in connection with such Tax Claim, including by keeping the Investor informed of any progress in respect of such Tax Claim and forwarding any correspondence received from the applicable Governmental Authority in respect thereof. Notwithstanding the immediately preceding sentence, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, any Tax Claim without the prior written consent of the Investor, unless, to the reasonable satisfaction of the Investor, Seller has indemnified the Investor against the effects of any such settlement (including the imposition of income Tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions, or the reduction of loss or credit carryforwards). The Investor may assume the defense of and control any Tax Claim that is not described in the second sentence of this Clause 12.7; provided, that to the extent any such Tax Claim could result in Seller being liable for any amount of Taxes under the Transaction Documents, (i) the Investor shall conduct such Tax Claim in a reasonable manner, (ii) the Investor shall consult with Seller in the negotiation and settlement of such Tax Claim, (iii) Seller may participate (at its own expense) in such Tax Claim and (iv) the Investor will not settle, either administratively or after the commencement of litigation, any such Tax Claim without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the Transaction Documents, in no event shall Seller have the right to participate in, or control of, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim in respect of a Tax Return of any Person other than US NewCo, HGS US Cos or the HGS Retained Entities (as defined in the US Transfer Agreement).

12.8 Any indemnity payment pursuant to the Transaction Documents shall be treated for Tax purposes as an adjustment to the purchase price except to the extent otherwise required by applicable Law.

13. NON-COMPETE AND NON – SOLICITATION

13.1 Save as set out in Clause 13.2, from the Closing Date till the date, which is 36 months from the Closing Date, the Sellers shall not, directly, or indirectly, whether singly or jointly, or through their respective controlled Affiliates and shall ensure that their controlled Affiliates do not whether as an agent, partner, shareholder or through a joint venture, or in any capacity whatsoever, either alone or jointly with any other Person, whether in India or any other territory:

(a) provide services or otherwise engage in any business with:

(X) Healthcare Clients that are clients/customers of the Relevant Businesses on the Closing Date; and

(Y) Healthcare Clients to whom the Healthcare Entities have submitted a proposal with fee terms or an RFP response for offering Healthcare Services prior to the Closing Date where such Healthcare Client executes a contract for provision of Healthcare Services with the purchasers of the Relevant Businesses under the Transaction Document within 6 months of the Closing Date. If a contract for provision of Healthcare Services is not executed between the purchasers of the Relevant Businesses under the Transaction Document and such Healthcare Client within 6 months of the Closing Date, this Clause shall not restrict the provision of Non Healthcare Services to such Healthcare Client.

(b) provide Healthcare Services or promote, establish, invest in, acquire, (including by way of merger, amalgamation, de-merger, or any other restructuring), finance or otherwise be engaged or interested in the business of providing Healthcare Services in any manner whatsoever.

(c) become a director, employee, executive, officer, partner, agent, representative or consultant of or in any person engaged in the business of providing Healthcare Services.

(d) participate in the management, operation, or control any person engaged in the business of providing Healthcare Services.

(e) provide know-how or any technical assistance to any Person providing Healthcare Services other than the Investor and the Investor's Affiliates.

(f) solicit customers of the Relevant Businesses for Healthcare Services or encourage such Persons to cease obtaining Healthcare Services from the Relevant Businesses or encourage any customers of the Relevant Businesses to do business with any Person engaged in the business of providing Healthcare Services.

(g) solicit for employment or employ, hire, or otherwise engage, or assist any other Person to solicit for employment or employ, any employee of the Relevant Businesses, provided that these restrictions shall not apply to the employment or engagement of any individuals, where: (i) the employment or engagement of such individual (not being a Key Employee) is pursuant to a general advertisement or other such general circulation materials not specifically targeted towards such individual; (ii) the employment or engagement is of an individual person (not being a Key Employee) who contacted the relevant restricted Persons on his or her own initiative and without any direct or indirect solicitation by such

restricted Person; or (iii) the relevant individuals have ceased to be employees of the Relevant Businesses on account of termination by the Relevant Businesses.

(h) induce any employee of the Relevant Businesses to terminate or breach his or her employment agreement.

(i) assist, persuade or facilitate any other Person to do any of the above.

Nothing contained in this Clause shall restrict the Sellers or their controlled Affiliates from providing Non Healthcare Services to any Person, other than the Persons set out in Clause 13.1 (a).

13.2 The restrictions contained in Clauses 13.1(a) to 13.1(e) shall not apply to:

(a) purely passive financial investments where the total investment does not exceed 5% in the share capital of any Person;

(b) investments by the Sellers or their controlled Affiliates in mutual funds, collective investment funds or through portfolio management schemes that are managed by independent professional investment managers on a discretionary basis and whose investment decisions are not subject to the control, direction or influence of the Sellers or their Affiliates;

(c) acquisition of, or investments in, any Person engaged in the business of providing Healthcare Services so long as such Person's revenue from Healthcare Services in the financial year immediately preceding such acquisition or investment does not exceed the lower of: (X) $35,000,000; and (Y) 10% of its total consolidated revenue in such financial year, provided that the Seller or their controlled Affiliates may acquire or invest in a Person engaged in the business of providing Healthcare Services exceeding the thresholds set out in this sub-clause (c), if:

(i) the Seller or its relevant controlled Affiliate enters into a binding agreement for disposal of such portion of the Healthcare Services business exceeding the relevant thresholds to an unaffiliated third party within (i) 9 months of such acquisition or investment and completes such disposal within 15 months of such acquisition or investment; or (ii) the expiry of 36 months from the Closing Date, whichever is earlier; or

(ii) the Seller or its relevant controlled Affiliate causes the carrying on of such portion of the Healthcare Services business exceeding the relevant thresholds to cease within (i) 9 months of such acquisition or investment; (ii) or the expiry of 36 months from the Closing Date, whichever is earlier.

In the event that the Seller or their controlled Affiliates acquire or invest in a Person engaged in the business of providing Healthcare Services not exceeding the thresholds set out in this sub-clause(c) but such Person's revenue from Healthcare Services subsequently exceeds such thresholds, the provisions of sub-clauses (i) and (ii) shall apply mutatis mutandis to such acquisition or investment.

13.3 The Parties acknowledge and agree that the above restrictions are reasonable for the legitimate protection of the Business and goodwill of the Relevant Businesses and the consideration having been received for the same and they do not prevent any Party from earning their livelihood. The

Seller acknowledges that it has owned the goodwill in respect of the Business, as set out under this Agreement and is hence entering into these obligations under this Clause 13 as a party who is ceding its goodwill in respect of the Business. The Sellers agrees that, were a Seller to breach any of the restrictions contained in this Clause 13, the damage to the Relevant Businesses and Investor would be irreparable and that Investor, in addition to any other remedies available to it, shall be entitled to injunctive relief against any breach or threatened breach by a Seller of any such restrictions. If any restriction contained in Clause 13 is found to be void by a competent Government Authority, but the same would be valid if some part thereof was deleted or the scope, period or area of application were modified the restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause 13 valid and effective. Each of Investor and the Relevant Businesses shall have the right to enforce the Sellers' obligations under this Clause 13 and no claimed breach of this Agreement, or other violation of law attributed to Investor, shall operate to excuse any Seller from the performance of its obligations hereunder.

13.4 The Parties acknowledge and agree that the covenants and obligations with respect to non-competition and non-solicitation as set forth in this Clause 13 shall not be construed to be a restraint of trade against them or their respective Affiliates and that a violation of any of the terms of such covenants and obligations will cause the other Parties substantial and irreparable injury, the amount of which would be impossible to estimate or determine and which cannot be adequately compensated. Accordingly, each of such covenants contained in Clause 13 shall be construed as a separate covenant.

14. CONFIDENTIALITY AND PUBLICITY

14.1 The Parties acknowledge that all information and other materials exchanged amongst them in relation to the transactions contemplated by the Transaction Documents and the terms of the Transaction Documents shall be treated as confidential (the "**Confidential Information**"). Each Party shall not and shall ensure that their Affiliates shall not, without the prior written consent of the other Parties, disclose the Confidential Information to any other Person or use the Confidential Information other than for performing the Transaction Documents provided that:

(i) Confidential Information may be disclosed by a Party to its employees, officers, directors or professional advisors on a need to know basis, subject to such Persons being subject to similar confidentiality obligations as set forth hereunder;

(ii) Confidential Information may be disclosed by a Party to the W&I Insurer (including any insurers providing excess coverage or reinsurers) in compliance with applicable Law, its Debt Financing sources and their Affiliates or related funds, employees, officers, directors or professional advisors on a need to know basis, subject to such Persons being subject to similar confidentiality obligations as set forth hereunder or professional duties of confidentiality;

(iii) Confidential Information may be disclosed by a Party to any Governmental Authority in any Proceeding to enforce such Party's rights under this Agreement;

(iv) The restrictions set out in this Clause shall not apply to Confidential Information which:

(a) was obtained by the recipient Party from a Third Party, who is not in violation of any obligation of confidentiality in making such disclosure;

(b) any Party may disclose to its Affiliates for the purposes of provisions contained under the Transaction Documents;

(c) was publicly available prior to disclosure by the disclosing Party without breach of the Transaction Documents;

(d) was independently developed by the recipient Party without a breach of its confidentiality obligations hereunder; or

(e) is legally required to be disclosed by the recipient Party pursuant to applicable Law or pursuant to a valid request from a Governmental Authority.

14.2 Notwithstanding the foregoing, the non-disclosure agreement dated November 26, 2020 entered into between the Investor and HGSL ("**Non-Disclosure Agreement**") shall continue to subsist in accordance with the terms therein. In the event of any conflict between the Transaction Documents, on one hand, and the Non-Disclosure Agreement on the other hand, in relation to the matters governed by the Non-Disclosure Agreement, the terms of the Non-Disclosure Agreement shall prevail over the Transaction Documents.

14.3 No Party shall issue any press release or make any public statement containing Confidential Information unless required by applicable Law, the rules of a stock exchange or by any Governmental Authority. If a Party is obliged to make or issue any announcement or press release under applicable Law, the rules of a stock exchange or by any Governmental Authority, it shall give the other Parties reasonable opportunity to comment on any announcement or release before it is made or issued. Notwithstanding the foregoing; (a) each Party may disclose the terms of this Agreement to its respective directors, managers, partners, officers, employees, accountants, advisors, and other representatives where such disclosure is necessary for: (i) compliance with financial or Tax reporting obligations; or (ii) in reasonable furtherance of the exercise of any remedies hereunder or under any other Contract entered into in connection with this Agreement or any Proceeding relating to the enforcement of its rights hereunder or thereunder; and (b) the Investor may disclose such terms to its and its Affiliates' respective existing and prospective general and limited partners, equity holders, members, managers, investors, the W&I Insurer (including any insurers providing excess coverage or reinsurers), and the Arbitrator in each case, if reasonably necessary in connection with the ordinary conduct of their respective businesses (so long as such Persons agree to, or are bound by contract or professional or fiduciary obligations to, keep the terms of this Agreement confidential).

14.4 Each Party accepts and acknowledges that the undertakings set out in this Clause 14 are reasonable restrictions placed on the Parties and a breach thereof would cause loss and injury to the other Parties. Each Party agrees that, without prejudice to any other rights of the other Parties, such other Parties will be entitled to seek equitable remedy in the form of restraint orders against the defaulting Party for any breach or attempted breach of this Clause 14.

14.5 The obligation contained in this Clause 14 shall bind the Parties during the term of this Agreement and shall survive the termination of this Agreement.

15. TERM AND TERMINATION

15.1 **Term**

This Agreement shall come into effect on the date hereof and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 15.2.

15.2 **Termination**

(i) This Agreement shall not be capable of termination after the Closing Date.

(ii) This Agreement may be terminated by any Party if the Closing has not occurred on or prior to the Long Stop Date; provided, that: (a) neither the Investor nor Sellers shall be entitled to terminate this Agreement pursuant to this Clause 15.2 if such Person's (or in the event of the Sellers, the Sellers' or the Healthcare Entities') failure to duly fulfil any obligation under this Agreement has been the primary cause of the transactions contemplated hereby not being consummated by the Long Stop Date; (b) in the circumstances described in Clause 7.4 (ix) (A) and Clause 7.6 (v) (A), the Investor may terminate this Agreement only after the expiry of the extended period specified therein.

(iii) This Agreement may be terminated at any time prior to the Closing Date:

(a) by the mutual agreement of Investor and the Sellers in writing;

(b) by either the Investor or Sellers if a court of competent jurisdiction shall have issued an Order permanently restraining or prohibiting the transactions contemplated by this Agreement and such Order shall have become final and non-appealable;

(c) by the Investor, if the aggregate of:

(i) any of the Disclosures set out in the Updated Disclosure Letter; and

(ii) Notified Contingent Liabilities and Other Contingent Liabilities;

results or is reasonably likely to result in the occurrence of a Material Adverse Effect or results or may reasonably be expected to result in a Relevant Business incurring a Loss exceeding US$ 85,000,000; and

(d) by any Party, upon breach by any other Party of its obligations, covenants, warranty contained in this Agreement, as the case may be, that would prevent the satisfaction of any of the obligations of the non-breaching Party to consummate the transactions contemplated hereby and such violation or breach has not been waived by the non-breaching Party or, with respect to a covenant breach, cured by the breaching Party within fifteen (15) Business Days after written notice thereof by the non-breaching Party; provided that the non-breaching Party may not terminate this Agreement pursuant to this Clause 15.2 (iii)(c) if the non-breaching Party is in material breach of this Agreement.

(iv) A termination of this Agreement in accordance with this Clause 15.2 shall be deemed to be termination by mutual agreement of each of the Transaction Documents.

15.3 **Effect of Termination**

(i) Any Party desiring to terminate this Agreement pursuant to Clause 15.2 shall give written notice of such termination to the other Party or Parties, as the case may be, to this Agreement. In the event of a valid termination pursuant to Clause 15.2, the provisions of this Agreement shall immediately become void and of no further force and effect (other than the provisions of Clauses 1 (*Definitions and Interpretation*), 16.11 (*Dispute Resolution*), 14 (*Confidentiality and Publicity*), 16.5 (*Notices*), 16.1 (*Governing Law and Jurisdiction*) and this Clause 15.3 (*Effect of Termination*) as are applicable or relevant thereto, which shall survive termination of this Agreement) and there shall be no Liability on the part of any Party to any other party. The termination of this Agreement and the Transaction Documents shall not relieve any Party of any obligation or Liability accrued prior to the date of termination.

(ii) If this Agreement is terminated in accordance with Clause 15.2, and if any action has been undertaken by the Sellers to effectuate the transfers contemplated in Clause 2 (*India Transaction*), Clause 3 (*Philippines Transaction*) Clause 4 (*US Transaction*) and Clause 5 (*Jamaica Transaction*) on or prior to such date, each Party shall, at the Sellers' expense, take all reasonably necessary steps and actions to unwind such transfers, unless the termination is on account of breach of Clauses 7.4(i), 7.5(i) and 7.6(ii) of this Agreement or failure by the Investor to incorporate entities in the relevant jurisdictions to give effect to the Transactions, in which case any expenses pursuant to this Clause 15.3(ii) would be borne by the Investor or its Affiliates subject to a maximum of $6,000,000.

16. MISCELLANEOUS

16.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of India. Subject to Clause 16.11, courts of Bengaluru, Karnataka shall have exclusive jurisdiction in respect of any disputes arising in connection with the matters set forth herein. The provisions of this Clause 16.11 shall survive the termination of this Agreement for any reason whatsoever.

16.2 English Language

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

16.3 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 Investor to: (a) assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of any other party to any Affiliate of Investor, provided such Affiliate executes a deed of adherence to be bound by the terms of this Agreement and Investor remains jointly and severally liable with the Affiliate to perform its obligations under the Transaction Documents; (b) assign its rights by way of security for collateral security purposes to any debt financing source providing Debt Financing.

16.4 Entire Agreement

The Transaction Documents constitute the entire understanding between the Parties with regard to the subject matter hereof and thereof and supersede any other agreement entered into between the Parties prior to the date hereof relating to the subject matter hereof and thereof, 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. The Investor agrees not to assign the equity commitment letter of even date and shall procure that the other sponsor equity commitment letters dated delivered in connection with the transactions contemplated by the Transaction Documents without the prior written consent of HGSL. The Investor agrees that it is not be entitled to rescind the Transaction Documents after the Closing Date for any breach of the Promoter Support Undertaking.

16.5 **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 in **SCHEDULE IV** (*Details of Parties for the purpose of Notices*), or to such other address or email as a Party may from time to time duly notify to the others.

(ii) 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 5th (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.

16.6 **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.

16.7 **Remedies**

(i) All the remedies, either under the Transaction Documents or by applicable Law or otherwise afforded, will be cumulative and not alternative. Notwithstanding anything contained in the Transaction Documents, the right of indemnity set out in the Transaction Documents shall be the sole monetary remedy for the Investor and/ or its Affiliates for any Claims which are indemnifiable under the Transaction Documents. Prior to the Closing Date, the Investor shall cause each of India NewCo, Jamaica NewCo, Philippines NewCo

and US Bidco execute a deed of adherence to this Agreement in an Agreed Form, confirming amongst other matters, that they are bound by the obligations in respect of the Investor's Affiliates under this Agreement and acknowledging that any Claims by Investor, India NewCo, Jamaica NewCo, Philippines NewCo and US Bidco under the Transaction Documents: (a) for which indemnity is available under an equivalent provision of this Agreement shall be made under this Agreement, and for which indemnity shall be the sole remedy; and (b) subject to the limitations on Claims under this Agreement. The Parties agree that damages may not be an adequate remedy each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, warranties and obligations contained in this Agreement or the Transaction Documents.

(ii) Except as otherwise set out in this Agreement, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under the Transaction Document or by applicable Law does not operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with this Agreement.

16.8 **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 of 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.

16.9 **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.

16.10 **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 Clause 16.10 shall have no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

16.11 **Dispute Resolution**

(i) The Parties agree to negotiate in good faith to resolve any dispute between them regarding the Transaction Documents.

(ii) If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties within a period of 30 (thirty) days following delivery of a written notice requesting for such resolution, then, the dispute shall be submitted to final and binding arbitration at the request of any of the disputing Parties upon written notice to that effect to the other Parties and in the manner set out herein.

(iii) In the event of such arbitration:

(a) The arbitration shall be in accordance with the rules of the Rules of Singapore International Arbitration Centre, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);

(b) All proceedings of such arbitration shall be in the English language. The venue of the arbitration shall be Singapore. The seat of arbitration will be Singapore;

(c) The arbitration shall be conducted by a panel of three arbitrators; the claimant party(ies) shall nominate 1 (one) arbitrator, the respondent party (ies) shall nominate 1 (one) arbitrator, with the third arbitrator, who shall be the presiding arbitrator, being appointed by the two arbitrators so appointed;

(d) Arbitration awards shall be reasoned awards and shall be final and binding on the disputing Parties; and

(e) The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

(iv) Nothing shall preclude a Party from seeking interim equitable or injunctive relief (including, pursuant to Section 9 of the Arbitration and Conciliation Act, 1996), or both, from a court having jurisdiction to grant the same.

(v) The provisions of Clause 16.11 (i) shall survive the termination of this Agreement for any reason whatsoever, and (ii) shall not apply to any disputes under Clause 6.2, which shall be determined in accordance with the terms of Clause 6.2.

16.12 **Cost and Expenses**

All costs and expenses in relation to the transactions contemplated under the incurred by a Party, including negotiation and execution of the Transaction Documents, business, financial, and legal due diligence, and other transaction expenses (including without limitation, such reasonable fees and expenses of attorneys, accountants or any other external counsels), shall be borne by the respective Parties. Except as mutually agreed in the Transaction Documents all statutory costs and expenses (including stamp duty, registration fee, and all similar duties) in relation to segregating

the Business conducted by the Healthcare Entities from their non-healthcare businesses execution and performance by the Seller of the Transaction Documents, shall be borne by the Sellers.

16.13 **Conflicts**

In the event of any conflict between this Agreement, on one hand, and the other Transaction Documents on the other hand, the terms of this Agreement shall prevail over the other Transaction Documents. All Parties shall ensure that all actions are undertaken and procure that their Affiliates undertake such actions as may be required to enforce the intent of this Clause.

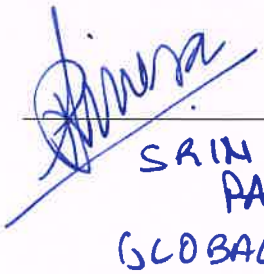
16.14 **Withholding**

Notwithstanding anything to the contrary in this Agreement, the Investor, its Affiliates and any other applicable withholding agent of the Investor will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement (except in relation to the Final India Purchase Consideration) any withholding Taxes or other amounts required under the Code or any applicable statutory and legal requirement to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduct and withholding was made. Notwithstanding anything to the contrary, any compensatory amounts to current or former employees payable pursuant to or as contemplated by this Agreement shall be remitted to the applicable payor for payment to the applicable Person through regular payroll procedures to the extent such amounts are subject to compensatory withholding, subject to applicable withholding. The Parties hereto agree that the applicable withholding agent shall apply any withholding in respect of any amounts otherwise payable pursuant to the Transaction Documents without regard to the Memorandum for the Secretary of the Treasury signed by the President Trump on August 8, 2020, Notice 2020-65, the Consolidated Appropriations Act, 2021 and Notice 2021-11.

[**REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the 9th day of August, 2021.

SIGNED AND DELIVERED by **Hinduja Global Solutions Limited** by the hand of



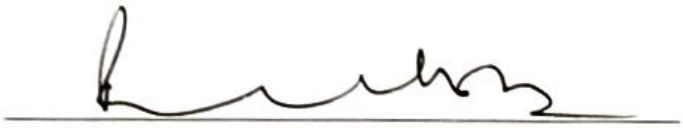
SRINIVAS PALAKODETI
GLOBAL CFO

authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

NFA

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the 9th day of August, 2021.

SIGNED AND DELIVERED by **Hinduja Global Solutions Limited** by the hand of



authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

SIGNED AND DELIVERED by **HGS INTERNATIONAL, MAURITIUS** by the hand of

SRINIVAS
PALAKODE TI
DIRECTOR

authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

[Signature page to the Master Framework Agreement executed between Hinduja Global Solutions Limited, HGS International, Team HGS Limited and Betaine B.V.]

SIGNED AND DELIVERED by **HGS INTERNATIONAL, MAURITIUS** by the hand of

authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

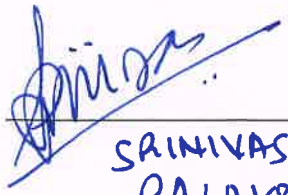
[Signature page to the Master Framework Agreement executed between Hinduja Global Solutions Limited, HGS International, Team HGS Limited and Betaine B.V.]

SIGNED AND DELIVERED by **TEAM HGS LIMITED**
by the hand of

authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

[Signature page to the Master Framework Agreement executed between Hinduja Global Solutions Limited, HGS International, Team HGS Limited and Betaine B.V.]

SIGNED AND DELIVERED by **TEAM HGS LIMITED**
by the hand of

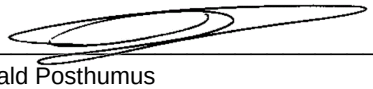


SRINIVAS
PALAKODETI
DIRECTOR

authorised pursuant to the resolution passed by its board of directors on the 9th day of August, 2021

[Signature page to the Master Framework Agreement executed between Hinduja Global Solutions Limited, HGS International, Team HGS Limited and Betaine B.V.]

SIGNED AND DELIVERED by on behalf of **BETAINE B.V.** by



Name: Ronald Posthumus
Title: Director B

(This signature page forms part of the Master Framework Agreement)

SCHEDULE I

WARRANTIES

Part 1: INVESTOR WARRANTIES

1. AUTHORITY AND CAPACITY

(i) The Investor is duly organized validly existing and in good standing under the laws of its jurisdiction.

(ii) The Investor has full capacity, corporate power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated herein and the execution, performance and delivery of the Transaction Documents has been duly authorized by the Investor.

(iii) The execution, delivery and consummation by it of the transactions contemplated under the Transaction Documents and compliance by the Investor with the terms hereof, shall not: (a) conflict with, or violate, any provisions of its constitutional documents; (b) constitute breach of Laws applicable to it; or (c) violate any court order, judgment, injunction, award, decree or writ of any court of other Governmental Authority against, or binding upon it.

(iv) The execution and delivery of the Transaction Documents by the Investor constitutes valid and binding obligations of the Investor 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.

(v) The Investor is not insolvent or bankrupt under the laws of its jurisdiction. To Investor's knowledge, no proceedings have been initiated or court order passed in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Investor or for the appointment of a liquidator or provisional liquidator or receiver to any of its assets.

(vi) No consent or Governmental Approval to, from or with any Person under or for compliance with the Press Note 3 of 2020 issued under the Consolidated Foreign Direct Policy 2020 and the corresponding provisions of Foreign Exchange Management (Non-debt Instruments) Rules, 2019, is required on part of the Investor and/or its Affiliates in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the transactions contemplated in the Transaction Documents.

For the purposes of this paragraph 1, all references to Investor shall include references to its Affiliates who are parties to the Transaction Documents.

2. FINANCING

(i) The Investor has provided to the Sellers a true, correct and complete copy of executed commitment letters, dated as of the date hereof, pursuant to which applicable Baring funds have agreed to make an equity investment in the Investor of the Specified Amount (the "**Equity Commitment Letter**s", and the amount of equity capital to be provided pursuant

to the Equity Commitment Letters, the "**Equity Financing**"). The aggregate commitments in respect of the Equity Financing are sufficient to permit the Investor to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

(ii) The Equity Commitment Letters: (a) are in full force and effect; (b) constitute the valid, binding and enforceable obligations of the Investor and the other parties thereto, and (c) are not subject to any contingencies or conditions that are not expressly set forth therein. The Investor is not required to pay any commitment fees or other fees in connection with the Equity Commitment Letters. Other than the Equity Commitment Letters, the Investor has not entered into any agreements pursuant to which the Investor has agreed that any Person has the right to modify or amend any of the Equity Commitment Letters. None of the Equity Commitment Letters have been amended or modified, the commitments contained in the Equity Commitment Letters have not been reduced, withdrawn, rescinded or replaced in any respect and no such amendment or modification of the Equity Commitment Letters or such reduction, withdrawal, rescission or replacement of the respective commitments thereunder is currently contemplated by the parties thereto, other than with respect to any amendment or modification which does not impact the ability of the Investor and/ or its Affiliates to consummate the Transactions.

(iii) As on the Closing Date, the Investor shall have available cash and/ or available loan facilities which will provide in immediately available funds the necessary cash resources to pay the considerations payable by the Investor and/ or its Affiliates on the Closing Date under the Transaction Documents.

3. CONDITIONS; WARRANTIES

(i) Save as mentioned in the Transaction Documents, no consent, or approval, authorization of and no registration (other than any registration as may be required under the applicable labour Law) of any government or regulatory or supervisory body is required to be obtained by the Investor or its Affiliates to authorise the execution of this Agreement or the Transaction Documents or performance of the obligations of the Investor or its Affiliates in under the Transaction Documents.

(ii) Save as mentioned in the Transaction Documents, no consent, action, approval, authorization of and no registration, declaration, notification or filing with or to, any government or regulatory or supervisory body is required to be obtained or made by the Investor or its Affiliates to authorise the execution of this Agreement or the Transaction Documents or performance of the Transactions.

4. NO SIDE AGREEMENTS

(i) There is no agreement, arrangement or understanding (whether or not of a legally binding nature) in respect of any of the Relevant Businesses, the Sale Securities or the rights in connection therewith (or any interest in same) to be sold, transferred or otherwise disposed to, or held for the benefit of, any person other than the Investor, its Affiliates and/ or its limited/general partners.

(ii) The Investor is investing in the Relevant Businesses for itself beneficially and not wholly or partly for any other Person other than any of its Affiliates and/or its limited/general partners.

5. ANTI-CORRUPTION LAWS

None of the Investor, its Affiliates, or its or their respective directors, commissioners, officers, employees or to the knowledge of the Investor, its agents have taken any action, and are not aware of any person acting on its or their behalf in a manner, in connection with the transactions contemplated by the Transaction Documents, that would result in any violation of any applicable anti-corruption Laws.

6. REPRESENTATIONS AND WARRANTIES OF THE AFFILIATES

The representations and warranties provided by the Affiliates of the Investor under the Transaction Documents are true and correct in all respects.

7. WARRANTY AND INDEMNITY INSURANCE

Notwithstanding anything to the contrary in the Transaction Documents, the Investor further represents and warrants to the Sellers that:

(i) the copy of the W&I Policy (certified as a true copy of the original by a director of the Investor), as provided by the Investor to the Sellers as on the Execution Date, is a true and accurate copy of the original, and no amendments or modifications have been made thereto; and

(ii) the W&I Policy is valid, subsisting and in full force and effect and is enforceable by the Investor in accordance with its terms.

8. As on the Closing Date, the Investor will own legally and the beneficially entire share capital or interest in the Affiliates who are parties to the Transaction Document.

Part 2: SELLER WARRANTIES

1. Each of HGS Jamaica and HGS Mauritius is duly organized, validly existing and in good standing under the laws of its jurisdiction. HGSL is duly organized and validly existing under the laws of its jurisdiction.

2. Each of HGSL, HGS Jamaica and HGS Mauritius has full capacity, corporate power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated herein and the execution, performance and delivery of the Transaction Documents has been duly authorized by HGSL, HGS Jamaica and HGS Mauritius respectively.

3. The execution, delivery and consummation by each of HGSL, HGS Jamaica and HGS Mauritius of the transactions contemplated under the Transaction Documents or compliance by each of HGSL, HGS Jamaica and HGS Mauritius with the terms hereof, shall not: (i) conflict with, or violate, any provisions of their respective constitutional documents; (ii) constitute breach by each of them with Laws applicable to it; or (iii) violate any court order, judgment, injunction, award, decree or writ of any court of other Governmental Authority against, or binding upon them.

4. The execution and delivery of the Transaction Documents by each of HGSL, HGS Jamaica and HGS Mauritius constitute valid and binding obligations of HGSL, HGS Jamaica and HGS Mauritius respectively enforceable against them 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.

5. Neither HGSL, HGS Jamaica nor HGS Mauritius is insolvent or bankrupt under the laws of its jurisdiction. To HGSL's, HGS Jamaica's and HGS Mauritius' knowledge, no proceedings have been initiated or court order passed in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning HGSL, HGS Jamaica or HGS Mauritius, as the case may be, or for the appointment of a liquidator or provisional liquidator or receiver to any of their assets.

6. Immediately prior to the Closing Date, HGS Mauritius holds good and marketable title to the Sale Securities in the US NewCo, free and clear of all Encumbrances. The transfer of the Sale Securities to the Investor and/ or its Affiliates to which the Sale Securities are transferred pursuant to the Transaction Documents will vest in the Investor or such Affiliates full beneficial title to the Sale Securities, free and clear of all Encumbrances.

7. As on the Execution Date, other than in relation to employee stock options which have been granted, HGSL has not authorized the issuance of any equity shares or securities convertible into or exchangeable into equity securities.

8. There are no Tax demands or Tax proceedings initiated, pending or subsisting against the Sellers which adversely affect or are reasonably likely to adversely affect the transfer of the India HS Undertaking under Section 281 of the IT Act and/ or Section 81 of the Central Goods and Services Tax Act, 2017.

9. The sale of the India HS Undertaking by HGSL pursuant to the Transaction Documents is not void in terms of Section 281 of the IT Act and/ or Section 81 of the Central Goods and Services Tax Act, 2017.

Part 3: BUSINESS WARRANTIES

Solely for the purposes of this Schedule I, Tax means in case of Philippines HS Undertaking, all forms of taxation as per Law or related judicial interpretations, income tax (including 5% final tax based on gross income), withholding tax, tax collected at source, ad valorem tax, specific tax, excise tax, environmental tax, profession tax, value added tax, service tax, customs duty, gift tax, taxes imposed by local government units, capital gains tax, gift or donors tax, transfer tax, stamp duty, property tax, real property tax, any taxes payable in the capacity of a representative assessee or successors, 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 tax,

only to the extent that such Taxes are chargeable directly or primarily against or are attributable directly or primarily to the assets of Philippines HS Undertaking transferred to the Investor on Closing Date, or arising, in respect of the Philippines HS Undertaking assets transferred to the Investor.

Solely for the purposes of this Schedule I, Tax means in case of Jamaica HS Undertaking, all forms of taxation as per Law or related judicial interpretations, duties, levies, cess, whether direct or indirect, tax levied under the Income Tax Act, withholding tax, or tax deductions, tax collected at source, ad valorem tax, excise duty, environmental levy, general consumption tax (GCT), special consumption tax (SCT), customs duty and related imposts, stamp duty, all Jamaican payroll taxes/statutory contributions, including Income Tax - PAYE, Education Tax, the social contributions to the National Insurance Scheme (NIS), National Housing Trust (NHT) and HEART contributions, transfer tax, property tax, assets tax, registration fees, governmental fee, 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 Tax,

only to the extent that such Taxes are chargeable directly or primarily against, or are attributable directly or primarily to, the Jamaica HS Undertaking;

Solely for the purposes of this Schedule I, Tax means in case of India HS Undertaking, all forms of taxation as per Law or related judicial interpretations, duties, levies, cess, whether direct or indirect, tax levied under the Income Tax Act, 1961, 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, 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 in relation to tax, 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,

only to the extent that such Taxes are chargeable directly or primarily against, or are attributable directly or primarily to, the India HS Undertaking;

1. **Organization and Power**.

(a) Each of the HGS US Cos are duly formed, validly existing, in good standing and are not insolvent or bankrupt under the laws of the country listed against their name in Schedule 1 of the Disclosure Letter, as applicable. To HGS Mauritius' knowledge, no proceedings have been initiated or court order passed in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning HGS US Cos, or for the appointment of a liquidator or provisional liquidator or receiver to any of their Assets.

(b) On the Closing Date, US NewCo will be duly formed, validly existing and in good standing and is not insolvent or bankrupt under the law of the country of its incorporation. To HGS Mauritius' knowledge, on the Closing Date, no proceedings have been initiated or court order passed in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning US NewCo, or for the appointment of a liquidator or provisional liquidator or receiver to any of its Assets.

(c) The Healthcare Entities have all requisite corporate power and corporate authority necessary to own, lease and operate its properties used for the Business and to carry on the Business as now conducted. HGS Inc. has requisite corporate power and corporate authority necessary to own, and operate the US Transferring Assets, and HGS USA LLC has the requisite corporate power and corporate authority to necessary to own and operate the US Transferring Assets.

(d) The copies of the constitutional documents of HGS US Cos have been made available to Investor in the Data Room as of the Execution Date, and such constitutional documents are correct and complete and reflect all amendments made thereto at any time prior to the Execution Date and none of HGS US Cos are in violation of any of their respective constitutional documents.

(e) The copies of the constitutional documents of US NewCo made available to Investor on the Closing Date are correct and complete and reflect all amendments made thereto. US NewCo is not in violation of any of its constitutional documents as of the Closing Date.

2. **Equity Interests**. Except as described in Schedule 2 of the Disclosure Letter, there are no equity or equity-based interest (including phantom interests) of any of HGS US Cos or, on the Closing Date, US NewCo authorized or outstanding on the date hereof. Except as described in Schedule 2 of the Disclosure Letter, none of the HGS US Cos or, on the Closing Date, US NewCo are subject

to any obligation (contingent or otherwise) to repurchase or otherwise acquire, redeem or retire any of their equity or equity-based interests, and there are no voting trusts, proxies or any other agreements, instruments or understandings with respect to the voting of the equity interests of the HGS US Cos and, on the Closing Date, US NewCo.

3. The Sellers and their controlled Affiliates are not carrying on the Business other than through the Healthcare Entities and, as on the Execution Date, HGS UK, HGS Inc. and HGS USA LLC (to the extent of the HGS UK Transferring Contract, the US Transferring Employees, HGS Inc. Transferring Contracts and the US Transferring Assets) as applicable.

4. **Encumbrances**. Schedule 4 of the Disclosure Letter (as on the Execution Date) and the updated list of Encumbrances provided by HGSL (as on the Closing Date) sets forth a complete and correct list of all Encumbrances on the Assets and owned by the Relevant Business, as on the date to which such list relates, identifying the creditor (including name and address), the type of instrument under which any indebtedness secured by such Encumbrance is owed and the amount of such indebtedness.

5. **Financial Statements**.

(A) Delivery of Financial Statements. Schedule 5(A) of the Disclosure Letter contains true, correct and complete copies of the management prepared (i) carved out income statement, (ii) profit & loss account and (iii) balance sheet of the Relevant Businesses (other than HGS Inc Transferring Contracts, HGS USA LLC Transferring Contract, HGS UK Transferring Contract, US Transferring Employees and US Transferring Assets) on a consolidated basis for the periods covered therein (collectively, the "**Healthcare Entities Management Accounts**"). To the extent that the Healthcare Entities Management Accounts are prepared on the basis of allocation of items between the Relevant Businesses and the non-Relevant Businesses, such allocation has been undertaken on a fair and reasonable basis.

(B) Fair Presentation. The Healthcare Entities Management Accounts do not materially misstate the financial position, results of operations, operating cash flows and the assets, liabilities, revenues, and expenses of the Relevant Businesses for the periods covered thereby and do not state the contingent liabilities.

(C) The Healthcare Entities Management Accounts have been prepared in accordance with IndAS (other than IndAS 116 (Lease Accounting) for the profit & loss account), noting that they are unaudited.

.

(D) The system of internal controls for financial reporting in the preparation of the Healthcare Entities Management Accounts is materially sufficient.

(E) In the last five years, no written notice from any Person has been received by any of the Healthcare Entities, HGS US, HGS Inc. or HGS UK alleging or investigating any fraud in relation to the preparation of the financial statements relating to the Relevant Businesses.

(F) Except as set forth in the Healthcare Entities Management Accounts, or as Disclosed, the Healthcare Entities Management Accounts are not affected by any unusual or non-recurring items. The Business Plan does not materially misstate the Relevant Business' estimates of the standalone costs required to operate the Business for the period set out

therein, assuming such Business is conducted in the Ordinary Course and in a similar manner to the conduct of such Business prior to the Closing Date.

(G) The depreciation and other provisions (including liabilities and accruals) appearing in the Healthcare Entities Management Accounts are consistent with past practice in preparation of internal management accounts and audited financial statements, have been determined in accordance with applicable WC Accounting Principles other than IndAS 116 (Lease Accounting) for the profit & loss account), and are sufficient including for each of the Assets to be written down to zero at the end of their useful life. All account receivables and trade receivables of the Business, as set out in the Healthcare Entities Management Accounts, have been generated in the Ordinary Course and reflect *bona fide* obligations for the payment of consideration for goods or services provided by the Relevant Businesses in relation to the Business.

(H) There is no impairment to the Assets set out in the Healthcare Entities Management Accounts as understood under the relevant WC Accounting Principles.

(I) There are no material financing arrangement that are entered in relation to the Relevant Businesses which would not be reflected in the Healthcare Entities Management Accounts.

(J) To the Warrantor's knowledge, the accounts receivables of the Business, as set out in the Healthcare Entities Management Accounts are good and collectible at their aggregate collectible amounts in the Ordinary Course.

(K) To the Warrantor's knowledge, all the current assets, loans and advances are good and recoverable as at the value stated in the Healthcare Entities Management Accounts.

(L) There are no Liabilities in respect of the Relevant Business that are required to be reflected on a balance sheet which is prepared in accordance with the Accounting Principles, whether arising out of or related to transactions entered into at or prior to the Closing, or out of any action or inaction by the Healthcare Entities, HGS Inc., HGS UK and/ or HGS USA LLC at or prior to the Closing, or out of any state of facts existing at or prior to the Closing, regardless of when any such Liability is asserted, except (a) Liabilities under Contracts, in each case, none of which results from, arises out of, or relates to, any breach of contract or warranty, tort, infringement, proceeding or violation of Law; (b) Liabilities specifically reserved for on the Healthcare Entities Management Accounts; and (c) Liabilities that have arisen after March 31, 2021 in the Ordinary Course, none of which results from, arises out of, or relates to, any breach of contract or warranty, tort, infringement, proceeding or violation of Law.

(M) Closing Balance Sheet. As on the Closing Date, the Estimated Closing Balance Sheets (i) have been prepared on the basis of the WC Accounting Principles consistent with past practice in preparation of internal management accounts and audited financial statements; (ii) do not materially misstate the Assets and liabilities of the respective Relevant Business to which they relate; and (iii) are not affected by extraordinary, exceptional, non-recurring items or transactions other than in the Ordinary Course.

(N) As on the Closing Date, the Estimated Closing Balance Sheets make adequate provisions for: (i) all actual liabilities and accruals of the Healthcare Entities including with respect to Taxes; and (ii) all bad and doubtful debts, each in accordance with past practice in

preparation of internal management accounts and audited financial statements of the Healthcare Entities.

(O) As on the Closing Date, the Healthcare Entities have not, entered into any financing arrangements in relation to the Business which would not be reflected in the Estimated Closing Balance Sheets. As on the Closing Date, except as stated in the Estimated Closing Balance Sheet, the Healthcare Entities in relation to the Relevant Businesses are not a party to and do not have any material outstanding obligations (other than obligations in relation to forward cover a list of which shall be provided to the Investor along with the Estimated Closing Balance Sheet) in respect of a derivative transaction including, but not limited to, any foreign exchange transaction. To the Warrantor's knowledge, the depreciation and other provisions appearing in the Estimated Closing Balance Sheets, as on the Closing Date are consistent with the past practice in preparation of internal management accounts, have been determined in accordance with WC Accounting Principles and applicable Laws, and to the Warrantor's reasonable belief, are sufficient for each of the material Assets set out therein to be written down to zero at the end of their useful life. All account receivables and trade receivables of the Business, as set out in the Estimated Closing Balance Sheet, as on the Closing Date, have been generated in the Ordinary Course and reflect bona fide obligations for the payment of consideration for goods or services provided in relation to the Relevant Business. To the Warrantor's reasonable belief, as on the Closing Date, the accounts receivables of the Business, as set out in the Estimated Closing Balance Sheet, are good and collectible at their aggregate collectible amounts in the Ordinary Course.

(P) The receivables (including unbilled revenue) are good and recoverable at value stated in the Healthcare Entities Management Accounts except for receivables against which specific provision for doubtful debts has been created in the Healthcare Entities Management Accounts.

(Q) Other than as set forth in schedule 5Q of the Disclosure Letter and as set out in the list delivered to the Investor by the Sellers on the Closing Date for any events occurring on or after the Execution Date and on and up to the date immediately preceding the Closing Date, there are no Liabilities (as on the date to which the foregoing lists relate) relating solely or primarily to the India HS Undertaking, Philippines HS Undertaking, Jamaica HS Undertaking respectively that are required to be reflected on a balance sheet which is prepared in accordance with the WC Accounting Principles.

(R) Other than the Liabilities contained in the Healthcare Entities Management Account and as set forth in schedule 5R of the Disclosure Letter, there are no Liabilities in relation to the HGS US Cos, US NewCo, the US Transferring Assets, the US Transferring Employees, HGS Inc Transferring Contracts or the HGS UK Transferring Contract that are required to be reflected on a balance sheet which is prepared in accordance with the WC Accounting Principles, as of the date of the Healthcare Entities Management Accounts. Other than the Liabilities contained in the Estimated Closing Balance Sheet a, there are no Liabilities in relation to the HGS US Cos, US NewCo, the US Transferring Assets, the US Transferring Employees, HGS Inc. Transferring Contracts or the HGS UK Transferring Contract that are required to be reflected on a balance sheet which is prepared in accordance with the WC Accounting Principles, as of the Closing Date.

(S) Other than the Liabilities set out in the updated list of Liabilities provided by HGSL, Philippines BO and HGS Jamaica (as on the Closing Date), no contingent liabilities are in

existence (as on the date to which the foregoing lists relate) relating solely or primarily to the India HS Undertaking, Philippines HS Undertaking, Jamaica HS Undertaking respectively.

(T) Other than the Liabilities contained in the Estimated Closing Balance Sheet, there are no contingent Liabilities, in relation to the HGS US Cos, US NewCo, the US Transferring Assets, the US Transferring Employees, HGS Inc. Transferring Contract or the HGS UK Transferring Contract, as of the Closing Date.

(U) As of the Execution Date, there are no forward contracts other than as set out in Annexure A of the India BTA.

6. **Employee Benefit Plans**

(A) Other than (i) retention payments and Deferred Performance Incentive amounts payable by HGSL or its Affiliates as set out in this Agreement, Schedule 6(A) of the Disclosure Letter sets forth a correct and complete list of all "employee benefit plans" as defined in Section 3(3) of ERISA (whether or not tax-qualified and whether or not subject to ERISA and whether or not maintained in writing) and any other "pension plans" (as defined under Section 3(2) of ERISA), "welfare plans" (as defined under Section 3(1) of ERISA), or any other retirement, savings, disability, medical, dental, health, life, death benefit, group insurance, termination, sick leave, vacation, fringe, salary continuation, profit sharing, deferred compensation, stock option or other stock- or equity-based compensation, bonus, incentive, vacation pay, tuition reimbursement, severance pay, retention or change in control payment or other material employee benefit plan, arrangement, trust, agreement, contract, or policy, with respect to which any of the HGS US Cos, or any of their ERISA Affiliates has or could have any material obligation or material liability, contingent or otherwise, or which any of the HGS US Cos, or their ERISA Affiliates maintains, sponsors, contributes to (or is required to contribute to) for the benefit of current or former employees, consultants, independent contractors, officers or directors of the HGS US Cos or any of their dependents or beneficiaries (collectively the "**Employee Benefit Plans**"). As on the Closing Date, the HGS US Cos will not have any liability in relation to any employee benefit plans that the US Transferring Employees participated in.

(B) No Employee Benefit Plan is or has been, and neither the Healthcare Entities nor the Relevant Businesses nor any of their ERISA Affiliates contribute to or ever contributed to, or has or had an obligation to contribute to or otherwise has any liability in respect of (i) a "defined benefit plan" as defined in Section 3(35) of ERISA or a plan that is or was subject to Title IV of ERISA or Section 412 of the Code, (ii) a "multiemployer plan" within the meaning of Section 3(37) of ERISA, (iii) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA, or (iv) a "multiple employer plan" as described in Section 413(c) of the Code.

(C) The Employee Benefit Plans and related trusts, if applicable, have been established, maintained, operated, funded and administered in all material respects with their terms and in all material respects in compliance with all applicable provisions of ERISA, the Code and other applicable Law. The Healthcare Entities are not parties to any "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA), and to the knowledge of the Warrantors, there are no other "prohibited transaction" for which any of the Healthcare Entities, the Relevant Businesses or their ERISA Affiliates has or would reasonably be expected to have any material liability.

(D) The Employee Benefit Plans intended to qualify under Section 401 of the Code are so qualified, and any related trusts intended to be exempt from federal income taxation under the Code are so exempt. To the knowledge of the Warrantors, nothing has occurred with respect to the operation of the Employee Benefit Plans that would reasonably be expected to cause the loss of such qualification or exemption, or the imposition of any material liability, penalty or tax under ERISA or the Code on the Healthcare Entities or their ERISA Affiliates.

(E) None of the Employee Benefits require, and the Healthcare Entities do not have any obligation to provide any participant or any beneficiary of a participant of the Relevant Businesses, and as on the Closing Date, the HGS US Co. will not have any obligation to provide any US Transferring Employee or any beneficiary of a US Transferring Employee, retirement or post-employment life or health insurance coverage or, except as may be required by Law and at the expense of the participant, US Transferring Employee or the participant's or US Transferring Employee's beneficiary.

(F) Except as set forth on Schedule 6F of the Disclosure Letter, neither the execution and delivery of this Agreement or the other Transaction Documents nor the consummation of the transactions contemplated hereby or thereby will, either alone or in conjunction with any other event, result in (i) any payment, benefit or other right becoming due to any current or former employee, officer, director, consultant or independent contractor of the Relevant Businesses or any of the US Transferring Employees, (ii) the increase, acceleration or provision of any payments, benefits or other rights to, or forgiveness of indebtedness with respect to, any current or former employee, officer, director, consultant or independent contractor of the Relevant Businesses or any of the US Transferring Employees, (iii) required contributions or payments to fund any obligations under any Employee Benefits, or (iv) any payment or provision of any other benefit or right (including accelerated vesting) that, individually or collectively, would not be deductible by reason of Section 280G of the Code or would be subject to an excise Tax under Section 4999 of the Code. None of the US Transferring Employees nor any director, officer, employee, consultant or independent contractor of any of the Relevant Businesses is entitled to a gross-up or indemnity in respect of Taxes.

(G) Schedule 6G of the Disclosure Letter sets forth an accurate and complete list of all Employee Benefits maintained by or participated in by HGSL or its Affiliates with respect to the employees of the Relevant Businesses and the US Transferring Employees.

(H) Each Employee Benefit at all times has been maintained, funded, operated and administered, and HGSL or its Affiliates have performed all of its obligations thereunder in accordance with the terms of such Employee Benefits and in compliance with all applicable Laws.

7. **Employees**

(A) No employee of a Healthcare Entity (where such employee is working as part of the Relevant Business) and no US Transferring Employee is represented by a Union, has notified a Healthcare Entity, HGS Inc or HGS USA LLC in writing of such employee's intention to constitute a Union or is party to, or otherwise subject to, any collective bargaining agreement or other Contract with a Union, and no such Contract is being

negotiated by any Healthcare Entity, HGS Inc or HGS USA LLC in relation to the Relevant Businesses.

(B) To the Warrantors' knowledge, there is no effort currently being made or threatened by, or on behalf of, any Union to organize any US Transferring Employee or employee of a Healthcare Entity (where such employee is working as part of the Relevant Business).

(C) There are no pending, or to the Warrantors' knowledge, threatened labor troubles (including any work slowdown, lockout, stoppage, picketing or strike), industrial disputes (as defined under applicable Law), conciliation proceedings, or other Proceedings, by or on behalf of the employees collectively of a Healthcare Entity (where such employees are working as part of the Relevant Business) or the US Transferring Employees, and there have not been any such matters in the past 3 years.

(D) Except as set forth on Schedule 7D of the Disclosure Letter, since April 1, 2018, none of the Healthcare Entities, HGS Inc or HGS USA LLC has been party to any Proceeding by any employee of Healthcare Entities (working as part of the Relevant Businesses) or any US Transferring Employee or subject to any Order in relation to such a Proceeding. Except as set forth on Schedule 7D of the Disclosure Letter, there are no Proceedings pending or to the Warrantor's knowledge, threatened by any of the employees of the Healthcare Entities (working as part of the Relevant Businesses) or any US Transferring Employee against HGS Inc., HGS USA LLC or the Healthcare Entities, at law or in equity.

(E) Other than as otherwise set out under the Transaction Documents, neither the execution and delivery of this Agreement or the other Transaction Documents nor the consummation of the transactions contemplated hereby or thereby will trigger any notice, consultation or consent obligations with respect to any employees of the Healthcare Entities (working as part of any Relevant Business) or any US Transferring Employee which is reasonably likely to result in a Material Adverse Effect.

(F) There has been no complaint, claim or charge of discrimination filed or, to the knowledge of the Warrantors, threatened, against the Healthcare Entities, HGS Inc or HGS USA LLC with any arbitrator, Governmental Authority or elsewhere with respect to any employee of a Healthcare Entity (where such employee is working as part of the Relevant Business) or a US Transferring Employee, which is materially adverse to the operations of the Relevant Businesses.

(G) The Healthcare Entities (in relation to their respective Relevant Businesses), HGS Inc and HGS USA LLC (in relation to the US Transferring Employees) are in material compliance with all applicable labour related Laws in all respects in relation to employees of the Healthcare Entities (working as part of the Relevant Business) or the US Transferring Employees, as applicable, including any provision relating to wages (including minimum wage and overtime), hours of work, child labor, withholdings and deductions, classification and payment of employees, independent contractors, and consultants, employment equity, non-discrimination, non-harassment and non-retaliation in employment, occupational health and safety, worker's compensation, employment eligibility or immigration.

(H) No employee of the Healthcare Entities (working in relation to the Relevant Business) and no US Transferring Employee has been furloughed, placed on leave (other than as required by Law), terminated the employment of or reduced the compensation or benefits, in each case for any reason relating to COVID-19.

(I) Each Healthcare Entity (in relation to its Relevant Business) and HGS Inc and HGS USA LLC (in relation to the US Transferring Employees) has made commercially reasonable efforts to comply with all guidance published by a Governmental Authority concerning workplace and employee health and safety practice related to COVID-19.

(J) Schedule 7J of the Disclosure Letter (as on July 15, 2021) and the updated list provided by HGSL (as on the Closing Date) sets forth the accurate and complete information as to the name and current job title for all employees of the Healthcare Entities forming part of the Relevant Businesses and the US Transferring Employees as on the date to which such list relates.

(K) No Key Employee has given written notice to the Warrantors or any Healthcare Entity, of termination of employment, or to the Warrantor's knowledge, has otherwise disclosed plans to terminate employment, or is under notice of dismissal.

(L) In the past three (3) years, no director or employee of a Healthcare Entity (in relation to the Relevant Business) and no US Transferring Employee has been the subject of any investigation by the Healthcare Entity, HGS Inc or HGS USA LLC or a Government Authority of gender-based discrimination, sexual harassment or sexual misconduct other than as disclosed by the relevant Healthcare Entity, HGS Inc or HGS USA LLC in the directors' report or equivalent document for the relevant financial year, in relation to his or her employment with such Healthcare Entity or Relevant Businesses.

(M) All obligations to pay salaries and all other contractual payments and statutory dues (other than any reimbursements or out of pocket expenses payable in the Ordinary Course), as and when they are due and payable, in relation to the employees of the Healthcare Entities (forming part of the Relevant Business) or the US Transferring Employees, have been paid.

(N) Except (i) retention payments and Deferred Performance Incentive amounts payable by HGSL pursuant to this Agreement; or (ii) as already paid by HGSL or its Affiliates, no US Transferring Employee, or employee or retainer/consultant of the Relevant Business is entitled to any payment, increase in any compensation or benefits, retention bonus, transaction bonus or incentive, acceleration of payment or vesting of any such compensation or benefits from the Relevant Businesses or any non-monetary incentive, as a result of or in connection with the entering into or consummation of the proposed transaction or the execution of the Transaction Documents.

(O) To the knowledge of the Warrantor's, the Philippines BO is fully updated in the required remittance of premiums of its employees with the Philippine Social Security System, Philippine Health Insurance Corporation, and Philippine Home Development Mutual Fund.

8. **Litigation; Proceedings**. Except as set forth on Schedule 8 of the Disclosure Letter, since April 1, 2018, none of the Healthcare Entities, has been party to any Proceeding or subject to any Order in relation to their respective Relevant Businesses, HGS UK has not been party to any Proceeding or subject to any Order in relation to the HGS UK Contract, HGS Inc. has not been party to any Proceeding or subject to any Order in relation to the US Transferring Assets or the HGS Inc. Transferring Contracts, HGS USA LLC has not been party to any Proceeding or subject to any Order in relation to the HGS USA LLC Transferring Contracts, HGS Inc. Transferring Contracts or US Transferring Assets. Except as set forth on Schedule 8 of the Disclosure Letter, there are no

Proceedings pending or to the Warrantor's knowledge, threatened against any of the Healthcare Entities, in relation to their respective Relevant Business, HGS UK in relation to the HGS UK Contract, HGS Inc. in relation to the US Transferring Assets or HGS Inc. Transferring Contracts or HGS USA LLC in relation to the HGS USA LLC Transferring Contracts or US Transferring Assets at law or in equity. To the extent an insurance policy provides coverage in respect of Proceedings pertaining to its Relevant Business, each Healthcare Entity, HGS US, HGS UK and/ or HGS Inc. has timely submitted claims under applicable provisions of the insurance policies in respect of such Proceedings, and to the Warrantor's knowledge, no insurer has disclaimed or denied coverage or reserved rights in respect of such claims.

9. **Real Property; Personal Property; Assets**.

(A) No real property is owned on a freehold basis for the Relevant Business by the Healthcare Entities, HGS Inc, HGS UK and/ or HGS USA LLC and no Contract has been entered into for the Relevant Business by the Healthcare Entities for the purchase of any real property.

(B) Schedule 9B of the Disclosure Letter sets forth a complete and accurate list, of: (i) the US Transferring Leased Property and all real property leased, subleased, licensed or otherwise used, operated or occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by a Healthcare Entity for its Relevant Business (collectively, including the buildings, improvements and fixtures located thereon, the "**Leased Real Property**"), including the street address and current use of each Leased Real Property; and (ii) each Contract (including any lease, sublease, license or other contractual obligation) pursuant to which each Healthcare Entity (in relation to it's Relevant Business) hold any Leased Real Property as tenant, subtenant, licensee, occupant or otherwise and for the lease of the US Transferring Leased Property (the "**Real Property Leases**" and each, a "**Real Property Lease**"), including all currently effective amendments and modifications thereto and guarantees thereof.

(C) All Taxes, outgoings and all other payments due and payable by the Healthcare Entities or HGS USA LLC as applicable in respect of the Leased Real Property, including electricity and water charges, have been paid in full. The Healthcare Entities have paid sums in relation to the Leased Real Property as required to be paid under the Real Property Lease and no other amounts are required to be paid by the Healthcare Entities in relation to the Leased Real Property under the Real Property Leases.

(D) The Healthcare Entities and HGS USA LLC as applicable have a valid and enforceable leasehold or sub-leasehold interest in (or a valid right to use and occupy) and enjoy peaceful and undisturbed possession of, each Leased Real Property. None of the Healthcare Entities nor HGS USA LLC as applicable have created any Encumbrance over the Leased Real Property.

(E) With respect to each parcel of Leased Real Property:

(i) the Healthcare Entities and HGS USA LLC are not in material breach or material default under any Real Property Lease;

(ii) the Healthcare Entities and HGS USA LLC have not received any written notice of any default or event of default or event that with the lapse of time would constitute a material breach by the applicable Healthcare Entity or HGS USA LLC under any Real Property Lease or permit the termination, modification or

acceleration of rent under any of the Real Property Leases and to the Warrantor's knowledge, no circumstances exist that to the knowledge of the Warrantor may reasonably be expected to lead to a breach or give rise to issuance of any such notice; and

(iii) the related Real Property Lease is in full force and effect and is adequately stamped and registered. No written notice has been served for any defaults by the Relevant Businesses to the other contracting parties to the Real Property Leases.

(F) Except as set forth on Schedule 9F of the Disclosure Letter, none of the Healthcare Entities nor HGS USA LLC are landlord, lessor, sublandlord, sublessor, licensor or grantor under any written, sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any Leased Real Property or any portion thereof and no written notice has been received by the Healthcare Entities or HGS USA LLC from any third party claiming the right to use, possess, lease or otherwise occupy or enjoy the Leased Real Property or any portion thereof.

(G) All of the buildings, structures and improvements located on or constituting part of the Leased Real Property, and all mechanical and other systems located thereon, are, with respect to obligations of the tenant under any Real Property Lease to maintain, replace, or repair, structurally sound with no material defects and the operating condition is sufficient in all material respects for the purposes for which such Leased Real Property is used.

(H) The Healthcare Entities and HGS USA LLC have not received any written notice from any Governmental Authority that the use and occupancy of any of the Leased Real Property, as currently used and occupied violate in any material respect any deed restrictions, building codes, or zoning, subdivision or other land use or similar Laws.

(I) Each Healthcare Entity has good title to, or a valid and existing leasehold interest in, or with respect to licensed Moveable Assets, a valid license to use, all Moveable Assets, used or held for use by it in connection with the conduct of the Relevant Business, free and clear of all Encumbrances. HGS Inc and HGS USA LLC have, as on the Execution Date, good title to the US Transferring Assets respectively, free and clear of all Encumbrances and the HGS US Cos will have, as on the Closing Date, good title to the US Transferring Assets respectively, free and clear of all Encumbrances.

(J) The moveable Assets and fixed Assets (tangible and intangible) owned by and to the Warrantor's knowledge, the moveable Assets and fixed Assets (tangible and intangible) leased or licensed to the Healthcare Entities, HGS Inc and HGS USA LLC which are used in relation to the Relevant Business and which are necessary to conduct the Business in the manner in which the Business is conducted are set out in Schedule 9J of the Disclosure Letter and in the updated list of moveable Assets and fixed Assets (as on the Closing Date) ("**Moveable Assets**"). The Moveable Assets are in good working order and fit for their intended use, reasonable wear and tear excepted and taking into account their age and useful life. All of such Moveable Assets are in the possession or under control of the Healthcare Entities, and as of the Execution Date, with respect to the US Transferring Assets, HGS Inc and HGS USA LLC, and are free and clear of Encumbrances.

10. **Related Party Transactions**. Except as set forth on Schedule 10 of the Disclosure Letter and except as set out in the Healthcare Entities Management Accounts, no related party of any of the Healthcare Entities is (i) a party to any subsisting Contract with any of the Healthcare Entities in

relation to the Relevant Businesses; (ii) a party to any pending Proceeding or to the Warrantor's knowledge any threatened Proceeding involving any Relevant Businesses of the Healthcare Entities. For the purposes of this paragraph 'related party' shall mean any Person that is or was a related party (as such term is defined in the (India) Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015 and/ or relevant accounting standards) of the Healthcare Entities as of March 31 any of the 3 previous financial years. All Contracts, pertaining to the Relevant Business, which are currently in force between the Healthcare Entities, the Sellers or their respective Affiliates, HGS Inc., HGS UK have been entered into on an arms' length basis.

11. **Absence of Certain Changes or Events**. Except as set forth on Schedule 11 of the Disclosure Letter, since March 31, 2021¸each Healthcare Entity have carried on and operated its Relevant Business in the Ordinary Course and there has not been a Material Adverse Effect. Since March 31, 2021, none of the Healthcare Entities (in relation to the Relevant Businesses) or HGS Inc, HGS USA LLC or HGS UK have taken any action, that, if taken after the date of this Agreement and prior to the Closing Date, would constitute a violation of Clauses 10.1(ii), 10.1(iv), 10.1(vii), 10.1(viii), 10.1(ix), 10.1(x), 10.1(xii), 10.1 (xiii), 10.1(xiv), 10.1(vi) and 10.1(xviii) of this Agreement, unless such actions are permitted under this Agreement.

12. **Permits; Compliance with Law.**

(A) Schedule 12(A) of the Disclosure Letter (as on the date of this Agreement) sets forth a list of all the material Permits necessary for conducting the Business as it is being conducted before the date of this Agreement and the updated list of material Permits (as on the Closing Date), for conducting the Business as it is being conducted before the Closing Date, obtained by or applied for (as noted on such schedule) by the Healthcare Entities in relation to its Relevant Business ("**Business Permits**"). Other than the Business Permits, no other Permits are material and necessary for the conduct and operations of the Relevant Business conducted by the Healthcare Entities.

(B) The Business Permits are either valid and subsisting or an application for such licenses/renewal of such licenses has been made. There exists no material breach or material default under any Business Permits.

(C) No written notification of revocation, suspension, termination or non-renewal of any Business Permit has been received by the Healthcare Entities.

(D) The Healthcare Entities, HGS USA LLC and HGS Inc have complied in all material respects with applicable Laws with respect to operations of their Relevant Businesses and no any written notice has been received by the Healthcare Entities of, and no claims have been filed against the Healthcare Entities, HGS USA LLC and HGS Inc alleging, any violation by any Healthcare Entity, HGS USA LLC and HGS Inc in relation to its Relevant Businesses of any such Law in any material respect, except, in each case, any such violations that are set forth on Schedule 12(D) of the Disclosure Letter.

13. **Material Contracts**. Schedule 13 of the Disclosure Letter (as on the Execution Date) and the updated list provided by HGSL (as on the Closing Date) contains a complete and accurate list of each of the following types of Contracts forming part of the Relevant Businesses, and which are in effect as on the date to which such list relates (each such Contract disclosed on Schedule 13 of the Disclosure Letter or the updated list, a "**Material Contract**"):

(A) any Contract with (i) any top 15 Healthcare Clients as determined by aggregate revenue earned by the Relevant Businesses during the fiscal year ended March 31, 2021; or (ii) any customer of the Relevant Businesses reasonably anticipate will, in accordance with its terms, be a top 15 Healthcare Clients as determined by aggregate revenue for the year ending March 31, 2022;

(B) any Contract with a third party (i) pursuant to which any Relevant Businesses have made aggregate payments in excess of $1,000,000 during the fiscal year ended March 31, 2021 or (ii) that any Relevant Businesses reasonably anticipates will, in accordance with its terms, involve aggregate payments by such Relevant Business in excess of $1,000,000 during the fiscal year ending on March 31, 2022;

(C) any Contract limiting, restricting or prohibiting any Healthcare Entity or Relevant Businesses from: (i) conducting any business activities; (ii) engaging in any line of business anywhere in the United States or elsewhere in the world; or (iii) conducting any business activities with any Person;

(D) any Contract containing non-solicitation provisions restricting any Relevant Businesses' ability to hire or retain any employees, customers, vendors, suppliers or any other service providers;

(E) any joint venture, strategic alliance, partnership, licensing, franchise, development, distribution, sales agent or supply agreement pursuant to which the revenue earned by Relevant Businesses in excess of $5,000,000 during the fiscal year ended March 31, 2021 or that Relevant Businesses reasonably anticipates will, in accordance with its terms, provide revenue to the Healthcare Entity in excess of $5,000,000 within twelve (12) month period from and after the date of this Agreement; or

(F) any other Contract that involves a sharing of revenues, profits, losses or costs or payment of any commission by the Relevant Business with any other Person (other than employees of the Relevant Businesses), pursuant to which the revenue earned by the Relevant Businesses in excess of $1,000,000 during the fiscal year ended March 31, 2021 or that Relevant Businesses reasonably anticipates will, in accordance with its terms, involve aggregate payments to the Relevant Businesses in excess of $1,000,000 within twelve (12) month period from and after the date of this Agreement or which involves or anticipates sharing of revenues, profits, losses or costs or payment of any commission by the Relevant Business higher than $1,000,000 or 10%;

(G) any Contract that contains a standstill or similar agreement pursuant to which any Healthcare Entity or Relevant Businesses have agreed not to acquire assets or securities of a third party;

(H) any Contract granting to any Person a right of first refusal, right of first offer or similar preferential right to purchase any equity interests or assets of any Healthcare Entity or Relevant Businesses;

(I) any Contract relating to (i) the acquisition (by merger, consolidation, purchase of stock or assets, or otherwise) by any Healthcare Entity or Relevant Businesses of any Person, a material portion of the assets of any Person, or any business, division or product line or (ii) the divestiture or disposition by any Healthcare Entity or Relevant Businesses of a material portion of such Healthcare Entity's or Relevant Business' properties or assets, or any of its

equity interests, in each case of clauses (i) and (ii) pursuant to which any of the parties thereto has any remaining obligations or liabilities;

(J) any Contract providing for capital expenditures in excess of $1,000,000 individually, or in excess of $5,000,000 in the aggregate;

(K) any Contract which any Healthcare Entity or Relevant Businesses have entered into that obligates any Healthcare Entity or Relevant Businesses to make, a loan or capital contribution to, or investment in, any Person, in each case, other than advances to employees in the Ordinary Course of business;

(L) (i) any Contract that provides for any increase in any payment or change in any material term and (ii) with respect to the HGS US Cos, HGS USA LLC (in respect of the HGS USA LLC Transferring Contracts), HGS Inc. (in respect of the HGS Inc. Transferring Contracts) and HGS UK (in respect of the HGS UK Transferring Contract), any Contract requires consent from, or notification to, any third party, in each case ((i) and (ii)), as a result of the consummation of the transactions set forth in the Agreement and Transaction Documents;

(M) any Contract for the employment or engagement of any Person (including any US Transferring Employee) on a full time, part time, consulting, independent contractor or other basis under which a Healthcare Entity, Relevant Businesses, HGS Inc., HGS US, as applicable, has made or is required to make annual aggregate payments to the foregoing in excess of $350,000 during the fiscal year ended March 31, 2021 or the fiscal year ending March 31, 2022;

(N) any Contract between or among any Relevant Business, on the one hand, and any Seller or any Affiliate of any Seller, on the other hand;

(O) any Contract with any Governmental Authority;

(P) any power of attorney or similar grant of agency executed by any Relevant Businesses;

(Q) any Contract under which the Healthcare Entities or Relevant Businesses grant or obtain any license or other rights with respect to any Intellectual Property, including the IP Contracts; and

(R) any Contract which commits any Healthcare Entity or Relevant Businesses to enter into any of the foregoing.

With respect to each Material Contract: (i) such Material Contract is in full force and effect, constitutes a legal, valid and binding obligation of the applicable Relevant Businesses and to the Warrantor's knowledge, the other party, and is enforceable against the Relevant Businesses and to the Warrantor's knowledge, the other party, 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; (ii) the Healthcare Entities, the Sellers, HGS USA LLC (in respect of the HGS USA LLC Transferring Contracts that are Material Contracts), HGS Inc. (in respect of the HGS Inc. Transferring Contracts that are Material Contracts) and HGS UK (in respect of the HGS UK Transferring Contract), have not received a written notice for a breach of or default under such Material Contract where such breach or default is continuing and would cause or permit the termination or cancellation of, would cause any loss of material benefit under, or would give rise to any right to accelerate the maturity or performance of any obligation under,

such Material Contract; and (iii) to the Warrantor's knowledge, no event has occurred or circumstance exists which (with or without notice or lapse of time or both) would constitute a breach of or default that would cause or permit the termination or cancellation of, would cause any loss of material benefit under, or would give rise to any right to accelerate the maturity or performance of any obligation under, such Material Contract; (iv) none of the Relevant Businesses have provided to any counterparty thereto any notice regarding any actual or alleged breach of or default under (or of any condition which with the passage of time or the giving of notice or both would cause a breach of or default under) such Material Contract; (v) none of the Relevant Businesses have provided to or received from any counterparty thereto any written notice of termination and such Relevant Businesses are not otherwise aware of any intention by any counterparty thereto to: (A) terminate (other than Material Contracts that are expiring pursuant to their terms) or not renew such Material Contract; or (B) seek the renegotiation of such Material Contract in any material respect.

For the avoidance of doubt, ordinary course events under Material Contracts such as service level shortfalls, or delivery delays, for which rectification mechanisms are specified in such Material Contracts and where such shortfalls or delays have already been rectified, will not constitute defaults or breaches for the purposes hereof.

14. **Contracts**

Schedule 14 of the Disclosure Letter (as on July 25, 2021) and the updated list provided by HGSL (as on the Closing Date) or HGS Mauritius (as on the Closing Date), as the case may be in accordance with the India BTA, Jamaica BTA, Philippines BTA and US Transfer Agreement, as the case may be, sets forth the accurate and complete list of all the India Contracts, Jamaica Contracts, Philippines Contracts, HGS USA LLC Transferring Contracts, HGS UK Transferring Contract and the HGS Inc. Transferring Contracts as on the date to which such list relates.

15. **Anti-Corruption and Sanctions.**

(A) None of the Healthcare Entities, nor to the Warrantor's knowledge, their subsidiaries, Affiliates, officers, or the directors or any other Person (on behalf of the Healthcare Entities or the Relevant Businesses), have in the past 5 years (i) violated any applicable Anti-Corruption Laws, Anti-Money Laundering Laws, or Global Trade Laws and Regulations; or (ii) offered, paid, promised to pay, authorized the payment of, received, or solicited anything of value under circumstances such that all or a portion of such thing of value would be offered, given, or promised, directly or indirectly, to any Person to obtain any improper advantage, in each case in relation to the Business.

(B) At no time during the prior five (5) years have the Healthcare Entities, nor to the Warrantor's knowledge, the Healthcare Entities' officers, subsidiaries, Affiliates, or directors or any other Person (on behalf of the Healthcare Entities or Relevant Businesses) offered, promised, provided, or authorized the provision of, any money, property, contribution, gift, entertainment or other thing of value, directly or indirectly, to any Government Official, Governmental Authority, or any person acting in an official capacity, to influence official action or secure an improper advantage in violation of any Anti-Corruption Law, in each case in relation to the Business.

(C) Except as set forth in Schedule 15(C) of the Disclosure Letter, at no time during the prior five (5) years have the Healthcare Entities, nor to the Warrantor's knowledge the Healthcare Entities' subsidiaries, Affiliates, officers, directors or other third parties (on behalf of the

Healthcare Entities and in each case in relation to the Relevant Businesses) (i) conducted or initiated any internal investigation or made a voluntary or directed disclosure to any Government Authority or similar agency with respect to any noncompliance with any Anti-Corruption Law, Anti-Money Laundering Law, or Global Trade Laws and Regulations; or (ii) is the subject of current or pending, or, to its knowledge, threatened investigation, inquiry or enforcement proceedings for violations of Anti-Corruption Laws, Anti-Money Laundering Law, or Global Trade Laws and Regulations; or (iii) received any written notice, reports addressed to it (including those made through a whistleblower hotline), request, or citation for any actual or potential noncompliance with any Anti-Corruption Law, Anti-Money Laundering Law, or Global Trade Laws and Regulations, in each in relation to the Business.

(D) The Healthcare Entities in relation to their Relevant Businesses have maintained for the last 5 years complete and accurate books and records in relation to the Business, including records of payments to any agents, consultants, representatives, third parties, and Government Officials in accordance with generally accepted accounting principles.

(E) Neither the Healthcare Entities, nor the Healthcare Entities' subsidiaries, ultimate beneficial owners, officers, directors or, to the knowledge of the Warrantor, Affiliates and agents acting on behalf of Healthcare Entities is currently a Sanctioned Person or subject to Sanctions.

(F) At no time during the prior five (5) years have the Healthcare Entities, or to the Warrantor's Knowledge the Healthcare Entities' subsidiaries, Affiliates, officers, directors, or agents acting on behalf of Healthcare Entities is engaged in any direct or indirect dealings or transactions in or with a Sanctioned Person.

16. **Broker's Fees**. Except as set forth on Schedule 16 of the Disclosure Letter, none of the Sellers, their controlled Affiliates, the Healthcare Entities or any of their respective Representatives has employed or engaged any financial advisor, broker, banker or finder or other Person in a manner that would result in any liability for any broker's fees, commissions, financial advisory fees or finder's fees or other similar commission, cost, indemnity or expense for which the Healthcare Entities or their Relevant Businesses could be liable in connection with any of the transactions contemplated by this Agreement. There are no rights, obligations or other liabilities under any contract with any of the financial advisors, brokers, bankers or finders that will continue in effect beyond the Closing in connection with the Transaction.

17. **Privacy and Data Security.**

(A) Healthcare Entities have complied with and are in compliance with, in all material respects, all Privacy Obligations. The Warrantors and Healthcare Entities have adopted and published privacy notices and policies that accurately describe their privacy practices and Processing of Personal Data in all material respects, and they have materially complied and are in material compliance with those notices and policies. The Warrantors and Healthcare Entities have contractually obligated all third parties Processing Personal Data on their behalf to comply with applicable Privacy Obligations and/or included such other obligations within their contracts with such third parties as are required pursuant to the Privacy Obligations.

(B) The Warrantors and Healthcare Entities have implemented and maintain a written information security program designed to ensure compliance with the Privacy Obligations

in all material respects and comprised of reasonable administrative, physical, and technical safeguards that are (i) designed to safeguard the security, confidentiality, integrity and availability of the Warrantors and Healthcare Entities' internal computer systems (the "**Company Systems**"), transactions and Sensitive Data, (iii) designed to protect against Security Breaches, including unauthorized access to or use of or loss of access to the Company Systems or the Warrantors or Healthcare Entities' Sensitive Data, and (iv) reasonably consistent with (w) the Warrantors and Healthcare Entities' Privacy Obligations, (x) any currently effective written contractual commitment made by the Warrantors or Healthcare Entities, and (y) any written policy adopted or posted by the Warrantors and Healthcare Entities related to privacy or information security.

(C) To the Warrantor's knowledge, none of the Healthcare Entities have suffered any incidents of, or received or been the subject of any written third party claim(s) alleging, any (a) Security Breach(es) in respect of any Personal Data or Sensitive Data Processed by or on behalf of any Healthcare Entity, (b) unauthorized access to or use of or loss of access to as a result of any actions by an unauthorized party any of the Company Systems or other technology necessary for the operations of the Relevant Business, or (c) any unauthorized access or acquisition of any Sensitive Data maintained or Processed by the Healthcare Entities or by any third party service provider on their behalf.

(D) The Warrantors and Healthcare Entities have not notified in writing, or, to the knowledge of the Warrantor, been required by applicable Law, Governmental Authority, or other Privacy Obligation to notify in writing, any Person of any Security Breach. The Warrantors and the Healthcare Entities have not received written notice of any complaints, claims, investigations (including investigations by any Governmental Authority), or alleged violations of Laws or other Privacy Obligations with respect to Personal Data possessed by or on behalf of the Warrantors or Healthcare Entities.

18. **Healthcare.**

(A) Each of the Warrantors, the Healthcare Entities, and each of their respective Subsidiaries is, and for the past three (3) years has been, in compliance in all material respects with all Healthcare Laws.

(B) Neither the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries nor any officer, manager, employee, contractor or agent of the Warrantors, the Healthcare Entities, or any of their respective Subsidiaries has been or is currently suspended, excluded or debarred from any Federal Health Care Program, or, to the knowledge of the Warrantors, threatened with or currently subject to an investigation or proceeding that would reasonably be expected to result in suspension, exclusion or debarment under state or federal statutes or regulations, including under 42 U.S.C. § 1320a-7 or relevant regulations in 42 C.F.R. Part 1001 or relevant regulations in 42 C.F.R. Part 1001, or assessed or threatened with assessment of civil monetary penalties pursuant to 42 C.F.R. Part 1003.

(C) For the past three (3) years, each of the Warrantors, the Healthcare Entities, and each of their respective Subsidiaries has instituted and operated in accordance with a compliance plan which is materially consistent with the compliance program guidance of the Office of the Inspector General of the United States Department of Health and Human Services.

(D) For the past three (3) years, each of the Warrantors, the Healthcare Entities, and each of their respective Subsidiaries has screened all employees and independent contractors under

the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General and System for Award Management maintained by the General Services Administration.

(E) Neither the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries is subject to or has received any subpoenas, demands, requests for information or otherwise received written notice: (i) of any investigation or audit conducted by any Governmental Authority or third party in connection with any Healthcare Laws, (ii) from any Governmental Authority or third party of any violation, or alleged violation of, any Healthcare Laws. The Warrantors, the Healthcare Entities and their respective Subsidiaries are not currently or during the last three (3) years have not been, with respect to any Governmental Authority: (i) party to any consent decree, judgment, order, or settlement; or (ii) subject to any actual or, to the Warrantor's knowledge, any potential settlement agreement, corporate integrity agreement or certification of compliance agreement with any Governmental Authority, in the case of each of clauses (i) and (ii), which relates to Healthcare Laws. The Warrantors and the Healthcare Entities are not aware of any matter involving matters in which any customer of the Warrantors, the Healthcare Entities, or any of their Subsidiaries is alleged to have violated clauses (i) through (ii) of each of the two preceding sentences (applied to such customers on a *mutatis mutandis* basis) implicating or as caused by services rendered by the Warrantors, the Healthcare Entities, or their respective Subsidiaries. To the Warrantor's knowledge, neither the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries is a defendant or named party in any unsealed qui tam/False Claims Act litigation. To the Warrantor's knowledge, there are no facts and circumstances that would reasonably be expected to form the basis for any such violation, necessitate the submission of a self disclosure, or create an overpayment Liability pursuant to applicable Healthcare Laws and/or Insurance Laws.

(F) Neither the Warrantors, the Healthcare Entities, nor, to the Warrantors knowledge, any of their respective Subsidiaries, nor any employee of the Warrantors, the Healthcare Entities or any of their respective Subsidiaries has offered, paid, solicited or received any remuneration in violation of any Healthcare Law directly or indirectly, overtly or covertly, in cash or in kind (i) in return for referring or inducing the referral of an individual to a Person for the furnishing or the arranging for the furnishing of any item or service for which payment may be made in whole or in part by a Federal Health Care Program, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering of any good, facility, service, or item for which payment may be made in whole or in part by a Federal Health Care Program.

(G) There is no pending, nor have the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries received written notice of any threatened and, in the past three (3) years, there has not been any, material recoupment, offset or repayment made or sought or action commenced by any third party against any of the Warrantors, the Healthcare Entities or their respective Subsidiaries. In the past three years, all billing practices (including, without limitation, billing, coding, filing, claims review, collections and reimbursement) of the Warrantors, the Healthcare Entities, and their respective Subsidiaries have been conducted in material compliance with all applicable Healthcare Laws, all applicable Insurance Laws and any applicable guidelines or requirements under any Material Contract or any Federal Health Care Program, and to Warrantor's knowledge, there have been no audits, reviews, or investigations that indicate or conclude that such practices have not been conducted in material compliance with all applicable Health Care Laws, all applicable

Insurance Laws, and any applicable guidelines or requirements under any Federal Health Care Program.

(H) Each of the Warrantors, the Healthcare Entities, and each of their respective Subsidiaries materially comply, and for the past three years have materially complied, with all deposit, reserve, surety bond, letter of credit, capital, net worth and other financial requirements, including statutory and risk-based capital requirements, applicable to the Warrantors, the Healthcare Entities, or their respective Subsidiaries pursuant to applicable Laws (including Insurance Laws).

(I) The Warrantors, the Healthcare Entities, and each of their respective Subsidiaries are and for the past three (3) years have been in material compliance with HIPAA. The Warrantors, the Healthcare Entities, and each of their respective Subsidiaries: (i) have adopted and have been in material compliance with, written privacy and security compliance policies and procedures, and (ii) have entered into "Business Associate" and "Subcontractor Business Associate" agreements as such terms are defined under HIPAA when required by HIPAA. The Warrantors, the Healthcare Entities, and to the Warrantors' knowledge each of their respective Subsidiaries are in and for the past 3 years been in material compliance with the terms of all "Business Associate" and "Subcontractor Business Associate" agreements or other data privacy or security covenants or contractual obligations, and, to the Warrantor's knowledge, no such covered entity or subcontractor has materially breached any such Business Associate Agreement or Subcontractor Business Associate Agreement with the Warrantors, the Healthcare Entities, or any of their respective Subsidiaries. Neither the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries has been subject to a "Breach" of "Unsecured Protected Health Information", as such terms are defined at 45 C.F.R. § 164.402. In the past three (3) years, neither the Warrantors, the Healthcare Entities, nor any of their respective Subsidiaries has received notice from any Governmental Authority nor, to the Warrantor's knowledge, has any such notice, claim, or action been filed or commenced against the Warrantors, the Healthcare Entities or any of their respective Subsidiaries to the effect that such Warrantor, Healthcare Entity or Subsidiary is not in compliance with HIPAA. In the past three (3) years, there have been no investigations by, or to the knowledge of the Warrantors, complaints to the Office for Civil Rights with respect to HIPAA compliance by the Warrantors, the Healthcare Entities or any of their respective Subsidiaries.

19. **Intellectual Property**

(A) Schedule 19A of the Disclosure Letter sets forth a complete and accurate list of all Owned Intellectual Property that is (i) registered, issued or subject to a pending application for registration or issuance, including patents, trademarks, service marks, and copyrights; (ii) social media accounts and handles and Internet domain names, and (iii) all Developed Software. The Healthcare Entities are the owners of all rights, title and interests in and to all Owned Intellectual Property, including the items set forth on Schedule 19A of the Disclosure Letter, free and clear of any Encumbrances, and all such items listed on sub-part (i) of Schedule 19A of the Disclosure Letter have a Healthcare Entity listed as the record owner and are subsisting, valid and enforceable. The validity, enforceability, scope of, and the Healthcare Entities' title to, any Owned Intellectual Property is not being challenged in any (x) outstanding ruling or order by a Governmental Authority, or (y) litigation or Action (including any opposition, cancellation, interferences, inter partes review, or re-examination), pending or threatened, to which the Healthcare Entities are parties. "Action" means any action, claim, charge, complaint, examination, hearing,

petition, suit, arbitration, mediation or other proceeding, in each case before any Governmental Authority, whether civil, criminal, administrative or otherwise, in law or in equity.

(B) Schedule 19B of the Disclosure Letter sets forth an accurate and complete list of all Components, COTS or OSS included in, combined with, or used in the delivery of, any Developed Software.

(C) The Healthcare Entities solely own, are licensed to or otherwise have the valid and enforceable right to use all material Intellectual Property used by the Business, including Developed Software. The Developed Software together with the COTS, OSS, Customer Software, Components, Services, and materials which will be made available pursuant to the Transition Services Agreement, constitutes all the material Intellectual Property necessary for or used in the conduct of the Business. The Healthcare Entities will continue to own, license or have sufficient rights to use such Intellectual Property with respect to the Relevant Business immediately following the Closing Date, in the manner used prior to the Closing Date.

(D) Other than the Owned Intellectual Property, COTS, OSS, and the Intellectual Property licensed to the Healthcare Entities under the Transition Services Agreement, the Relevant Businesses do not use any Intellectual Property owned or licensed by the Sellers or their Affiliates (excluding the Healthcare Entities), nor is any such Intellectual Property used in or necessary for the operation of the Business.

(E) The Developed Software has been developed by, or on behalf of, the Healthcare Entities or the portions of the Business housed in them. Pursuant to such development, the Healthcare Entities exclusively own all rights, title, and interest to and in the Developed Software free and clear of any Encumbrances (other than non-exclusive licenses granted to customers in the ordinary course of business pursuant to the Contracts listed in Schedule 13A of Annexure D of the Disclosure Letter).

(F) The Healthcare Entities have validly acquired, and currently hold, such rights in the Components as are described in the relevant acquisition documentation listed against such Components ("**Component Rights**") in the Disclosure Letter. Other than contracts entered into with customers in the ordinary course of business and non-exclusive licenses to COTS, there are no contractual obligations (i) under which the Healthcare Entities use or have a right to use any material Intellectual Property that any Person, besides the Healthcare Entities, owns (the "Inbound IP Contracts"), (ii) under which the Healthcare Entities have granted any Person the right to use any material Business Intellectual Property (the "Outbound IP Contracts") (the Inbound IP Contracts and Outbound IP Contracts, together referred to as the "**IP Contracts**"); and (iii) to the knowledge of the Healthcare Entities, otherwise materially affects their rights to use material Business Intellectual Property in the manner used in the Business . Except for COTS, OSS, and services made available under the Transition Services Agreement, none of the Business's contractual obligations with customers or suppliers of the Business (including IP Contracts) are used or held for use by the Sellers or their Affiliates. All such contractual obligations list a Healthcare Entity as a party and do not list the Sellers or their Affiliates as a party (other than the Healthcare Entities).

(G) No Healthcare Entity is bound by, and no Developed Software is subject to, any Contract containing any covenant or other provision that in any way limits or restricts its ability to

use, or otherwise exploit any Developed Software anywhere in the world. No Healthcare Entity has transferred ownership of (whether a whole or partial interest), or granted any exclusive right to use, any Developed Software to any Person.

(H) Each Person who: (a) is or was an employee, officer, director or contractor of any Healthcare Entity; and (b) who is or was engaged by any Healthcare Entity or its agent to design, create or otherwise develop Developed Software or material Owned Intellectual Property has signed an enforceable agreement containing an irrevocable assignment or obligation to assign to a Healthcare Entity such Developed Software and material Owned Intellectual Property.

(I) The Healthcare Entities have maintained and currently maintain commercially reasonable practices to protect the confidentiality of any confidential information or trade secrets disclosed to, owned or possessed by them in relation to the Relevant Business. To the Warrantor's knowledge, the Healthcare Entities are not in breach of and have not breached any obligations or undertakings of confidentiality which they owe or have owed to any third party in relation to the Relevant Business.

(J) To the knowledge of the Warrantors, no third party has materially infringed, misappropriated or violated, or is currently materially infringing, misappropriating or violating, any Owned Intellectual Property. Neither the Business nor any Healthcare Entity has served a written notice to any Person in relation to infringement, misappropriation, or otherwise violating, its rights in any Developed Software or material Owned Intellectual Property.

(K) To the knowledge of the Warrantors, the Healthcare Entities have not, nor has the use of any of their relevant products or services, infringed, misappropriated, or violated, nor are they currently infringing, misappropriating or violating, the Intellectual Property of any third party in connection with the Business or the Healthcare Entities' development and use of the Developed Software. None of the Healthcare Entities or the Business have received a written notice for infringing, misappropriating, or otherwise violating, any Intellectual Property Right of any other Person in connection with the Business or the Healthcare Entities' development and use of the Developed Software, including any notice or communication inviting such Healthcare Entity to take a license in relation to any relevant Intellectual Property. In the last four (4) years, no infringement, misappropriation, or similar claim or Proceeding has been made in writing and is pending or to the knowledge of the Warrantor, threatened against any Healthcare Entity in respect of the Business.

(L) Neither the execution, delivery, or performance of this Agreement, nor the consummation of any of the transactions or agreements contemplated by this Agreement, will, with or without notice or the lapse of time, result in, or give any other Person the right or option to cause or declare, (i) a loss of, or lien on, any Owned Intellectual Property, Developed Software, or any Component Rights used in relation to the Relevant Business, (ii) a breach of, termination of, or acceleration or modification of any right or obligation under any Contract required for conduct of the Relevant Business, (iii) the release, disclosure, or delivery of any Developed Software by or to any escrow agent or other Person , (iv) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any Owned Intellectual Property or Developed Software, or a loss of, or Lien on, any Developed Software used in relation to the Relevant Business.

(M) No source code for any Developed Software has been delivered, licensed, or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of any Healthcare Entity who needs such source code to perform his or her job duties. For each item of Developed Software listed on Schedule 19M of the Disclosure Letter, the Healthcare Entities have in their possession, the relevant source code reasonably necessary to operate, modify, distribute and support the Developed Software.

(N) The Healthcare Entities have been, and are, in material compliance with the material terms of all the relevant licenses for COTS or OSS used in relation to the Relevant Business, including payment and usage restrictions, attribution and copyright notice requirements.

(O) No Developed Software is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any Open Source Software license, including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), or Mozilla Public License (MPL)) that: (i) could require, or could condition the use or distribution of such Developed Software or portion thereof on, (A) the disclosure, licensing, or distribution of any source code for Developed Software or any portion thereof, (B) the granting to licensees of the right to reverse engineer or make derivative works or other modifications to Developed Software or portions thereof, (C) licensing or otherwise distributing or making available Developed Software or any portion thereof for a nominal or otherwise limited fee or charge or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of any Healthcare Entity to use, license distribute or charge for any Developed Software.

(P) Other than for the Transition Services to be provided under the Transition Services Agreement, the Healthcare Entities (i) lawfully own, lease or license all Systems used in relation to the Relevant Business and such Systems are reasonably sufficient for the immediate needs of the Healthcare Entities, including as to capacity, scalability, and ability to process current peak volumes in a timely manner, and (ii) will continue to have such rights immediately after the Closing Date. The Healthcare Entities have not introduced, and to the knowledge of the Warrantor, such Systems do not contain any viruses, bugs, vulnerabilities, faults or other disabling code that could (i) significantly disrupt or adversely affect the functionality or integrity of any System, or (ii) enable or assist any Person to access without authorization any System or to maliciously disable, maliciously encrypt, or erase any Software, hardware, or data. In the past two (2) years, no material disruption to the Business has occurred by reason of the above. The Healthcare Entities maintain commercially reasonable, anti virus, VAPT, backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities and test such plans and procedures on a regular basis, and such plans and procedures have been proven effective in all material respects upon such testing. The Healthcare Entities have not introduced to the Systems, and to their knowledge, the Systems do not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," malware or other Software routines or components intentionally designed to permit unauthorized access to, maliciously disable, maliciously encrypt or erase Software, hardware, or data.

(Q) The Sellers have assigned, novated or caused to be contributed all Developed Software to a Healthcare Entity prior to the Closing Date.

(R) No funding, facilities, or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any Developed Software used in relation

to the Relevant Business. No Governmental Authority, university, college, other educational institution, multi-national, bi-national or international organization or research center owns or otherwise holds, or has the right to obtain, any rights to any Developed Software.

(S) No Healthcare Entity is and has ever been a member or promoter of, or a contributor to, any industry standards body or similar organization that could require or obligate such Healthcare Entity to grant or offer to any other Person any license or right to any Developed Software.

20. **Tax Warranties**

(A) India Tax Warranties

HGSL represents and warrants that the following Tax Warranties are true and correct in all respects as at the Execution Date, and shall be true and correct in all respects as at the Closing Date, solely to the extent where a breach or inaccuracy of such Tax Warranties results in a Loss to India NewCo:

i. HGSL has duly and timely filed, as per statutory timelines, all applicable Tax Returns and forms required to be filed by it. All such Tax returns were true, correct and complete in all respects and have been prepared in compliance with all applicable Law (, it being clarified for the avoidance of doubt that no representation or warranty is provided in relation to the valuation of the India HS Undertaking in connection with the transactions contemplated by this Agreement). All Taxes and other outgoings due and payable (including to the appropriate Government Authorities) by HGSL (whether or not shown on any Tax Return), including any interest or penalty, have been timely paid and discharged in full. For the purpose of this warranty, warranty in respect of the 'equalisation levy' shall be deemed given only to the knowledge of the Warrantor.

ii. No claim has ever been made by an Governmental Authority in a jurisdiction where HGSL does not file Tax Returns that HGSL is or may be subject to taxation by that jurisdiction, and, to the Warrantor's knowledge, there is no basis for any such claim to be made.

iii. There are no liens or Encumbrances with respect to Taxes and no circumstances exist which may be reasonably expected to give rise to any such liens or Encumbrances, on the Assets of India HS Undertaking of HGSL.

iv. HGSL has paid all the Taxes pertaining to, due or owing to the period prior to the Closing within the time period allowed for such payment, the Taxes have been paid along with applicable interest and penalty prescribed under applicable Law for a late payment. With respect to any period for which Tax Returns have not yet been filed, or for which Taxes are not yet due, HGSL, for its India operations, has made due and sufficient accruals for such Taxes related to the India HS Undertaking in their books and records to the extent required under applicable Tax Laws and has no audit, assessment, appeals, investigation, demand or other proceeding by any Governmental Authority pending or being conducted with respect to (i) any Taxes due from or with respect to the India HS Undertaking or (ii) any Tax return filed by or with respect to the India HS Undertaking.

v. HGSL has deducted, withheld, collected all the Taxes required by the applicable Laws to be deducted, withheld, collected, or paid with respect to its employees, creditors, independent contractors, or other third Persons. All such amounts have been deposited with the proper Governmental Authority as required by the applicable Law.

vi. There is no Tax deficiency or adjustment outstanding, proposed, assessed or threatened in writing by any Governmental Authority against HGSL, nor has HGSL been notified (either orally or in writing) of any such deficiency or adjustment. HGSL has not been the subject of an investigation, audit or visit by or involving any Tax related Governmental Authorities. No audit or examination of any Tax Return of HGSL is presently in progress, pending or, threatened, nor has HGSL been notified (either orally or in writing) of any request for such an audit or examination.

vii. All records, books, documents which HGSL are required to maintain for Tax purposes, or which would be needed to substantiate any claim made or position taken in relation to Tax by HGSL, including with respect to any relief, benefit or exemption claimed by HGSL, in relation to the Business have been duly kept and maintained. To the Warrantor's knowledge, the information provided in these records, books and documents are true, correct and complete in all respects.

viii. HGSL has not been, at any time, a party to, participated or otherwise been involved in any transaction, scheme or arrangement (or series of transactions, schemes or arrangements) for the purpose of Tax evasion, or the main object of such scheme or arrangement was avoidance of Tax liability, or which could result in any material claim or proceeding against HGSL pertaining to Tax avoidance.

ix. HGSL has obtained all registrations in respect of relevant Taxes as are required under applicable Law and all such registrations are valid and subsisting.

x. There are no pending Tax proceedings or Tax demands or notices pending any responses in relation to HGSL. No adjustment relating to any Tax returns filed by HGSL have been proposed in writing by any Tax authority to HGSL or any representative thereof. HGSL does not have any liability for any unpaid Taxes which has not been accounted for or reserved in the financial statements other than any liability for unpaid Taxes that may have accrued since the date of the financial statements in connection with the operation of the business and activities in the Ordinary Course.

xi. All Tax incentives claimed by HGSL in relation to the India HS Undertaking have been claimed in accordance with applicable Law. All goods, services or other inputs for which the Warrantor(s) has claimed any exemption, refund, credit (including input tax credit / CENVAT credit as available under the relevant applicable Laws) deduction or similar treatment with respect to any Taxes has been or are to be used for the purposes of HGSL and such exemption, refund, credit, deduction or similar treatment is a valid exemption, refund, credit, deduction or similar treatment available to the extent claimed.

xii. Since the date of the most recent audited financial statements, HGSL has not made, changed or revoked any material tax election, amended any income Tax Return or

other material Tax Return, surrendered any refund or right thereto, adopted or changed any material accounting method in respect of taxes or otherwise, entered into any closing agreement, settlement or compromise of any income tax liability or other material tax liability, or consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of direct or indirect tax levied under the Income Tax Act, 1961 and GST laws respectively.

xiii. No agreements, advance rulings, or similar agreements or rulings related to Taxes have been entered into, nor has HGSL received any notice in writing from any Governmental Authority to enter into such agreements or rulings, with or in respect of India HS Undertaking of HGSL.

xiv. The unpaid Taxes pertaining to India HS Undertaking of HGSL did not as of the most recent audited Financial Statements , materially exceed the reserve for Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of such Financial Statements (rather than in any notes thereto).

xv. HGSL has not provided any indemnity in respect of any Tax liabilities of any other party in relation to the India HS Undertaking.

xvi. In relation to India HS Undertaking, HGSL is in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology.

xvii. HGSL is a 'persons resident in India' under applicable Law (including but not limited to the Income Tax Act, 1961) and all its direct or indirect overseas subsidiaries, do not have 'Place of Effective Management' / 'Permanent Establishment' in India as per the applicable Law. HGSL has not been treated for any Tax purpose as resident of any country other than country of its incorporation and it has not, at any time, had a permanent establishment in a country other than its country of incorporation.

xviii. There are no Assets forming part of the India HS Undertaking which are a part of the India Excluded Assets and which could invalidate transaction being treated as a Slump Sale transaction.

(B) Philippines Tax Warranties

i. To the Warrantor's knowledge, no Tax claim (or any ongoing tax examination that would result in a Tax claim) pertaining to Philippines HS Undertaking has been made in the past taxable years against Philippines BO by a Governmental Authority in a jurisdiction where Philippines BO does not file Tax Returns that Philippines BO is or may be subject to taxation by that jurisdiction.

ii. There are no liens or Encumbrances with respect to Taxes and to the Warrantor's knowledge, no circumstances exist which may be reasonably expected to give rise to any such liens or Encumbrances, on the assets related to the Philippines HS Undertaking of Philippines BO.

iii. HGSL Philippines BO has not received any notice of (i) formal letter or demand; or any final assessment or notice issued by the Commissioner of Internal Revenue or his authorized representatives; (ii) notice of assessment, if any, from a any Government Authority (national or local); or (iii) any final decision of any court or Government Authority (national or local) in respect of delinquency in the filing of tax returns or payment of taxes, so that there is no outstanding warrant of distraint or levy or garnishment on any movable or immovable property included in the assets of Philippines HS Undertaking subject of the sale to the Investor

iv. There is no:

a) Tax deficiency or adjustment outstanding, proposed, assessed or, to the knowledge of the Warrantors, threatened in writing by any Governmental Authority, national or local, against the Philippines BO, nor has the Philippines BO been notified (either orally or in writing) of any such deficiency or adjustment;

b) investigation, audit, or visit by or involving any Tax related Governmental Authorities, national or local, presently in progress, pending or, to the knowledge of the Warrantors, threatened, nor has the Philippines BO been notified (either orally or in writing) of any request for such an audit or examination except for the on-going tax audit investigation by the Philippine Bureau of Internal Revenue for taxable year ending 31 March 2019; and/or

c) unresolved assessments of Tax deficient payments or unpaid Taxes by Governmental Authorities, national or local, against the Philippines BO,

which may result to prevent or delay the full completion of the Philippine business transfer or place any Philippine HS Undertaking at risk of being seized, levied, or distraint.

v. The Philippines BO have not been, at any time, a party to, participated or otherwise been involved in any transaction, scheme or arrangement (or series of transactions, schemes or arrangements) for the purpose of Tax evasion, or the main object of such scheme or arrangement was avoidance of Tax liability, or which could result in any material claim or proceeding against the Philippines BO pertaining to Tax avoidance, the actions of which may result to prevent or delay the full completion of the Philippine business transfer or place any Philippine HS Undertaking at risk of being seized, levied, or distraint.

vi. All Tax incentives claimed by HGSL for the Philippines BO in relation to the Philippines HS Undertaking have been claimed in accordance with applicable Law. All goods, services or other inputs for which the Warrantor(s) has claimed any exemption, refund, credit (including input tax credit / credit as available under the relevant applicable Laws) deduction or similar treatment with respect to any Taxes has been or are to be used for the purposes of the Philippines HS Undertaking and such exemption, refund, credit, deduction or similar treatment is a valid exemption, refund, credit, deduction or similar treatment available to the extent claimed.

vii. No agreements, advance rulings, or similar agreements or rulings related to Taxes have been entered into, nor has HGSL for the Philippines BO received any notice in writing from any Governmental Authority to enter into such agreements or rulings, with or in respect of Philippines HS Undertaking of HGSL's Philippines BO other than the agreements with the Philippine Economic Zone Authority pertaining to the tax regime to which the Philippines BO, including the Philippines HS Undertaking, is entitled.

viii. In relation to the Philippines HS Undertaking, HGSL Philippines BO is in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology.

ix. There are no assets forming part of the Philippines HS Undertaking which are a part of the Philippines Excluded Assets and which could invalidate transaction being treated as a Business Transfer transaction.

(C) Jamaica Warranties

i. To the Warrantor's knowledge, no Tax claim pertaining to Jamaica HS Undertaking has been made in the last 3 years against HGS Jamaica by a Governmental Authority in a jurisdiction where HGS Jamaica does not file Tax Returns, that HGS Jamaica is or may be subject to taxation by that jurisdiction.

ii. There are no liens or Encumbrances with respect to Taxes, and to the Warrantor's knowledge, no circumstances exist which may be reasonably expected to give rise to any such liens or Encumbrances, on the assets of HGS Jamaica.

iii. The Warrantor confirms that it has not adopted any controversial or unusual tax practices or strategies which may give rise to assessments by the tax authorities for the periods up to the Closing Date.

iv. HGS Jamaica, for its operations with respect to any period for which Tax Returns have not yet been filed, or for which Taxes are not yet due, has made due and sufficient accruals for such Taxes in its books and records, to the extent required under applicable Tax Laws and in accordance with IFRS.

v. HGS Jamaica, has (a) paid all the Taxes pertaining to, due or owing prior to the period prior to the Closing Date (whether or not shown on the Tax returns, forms or Tax records) within the time period allowed for such payment or where such Taxes have been paid after the time period allowed for such payment, the Taxes have been paid along with applicable interest and penalty prescribed under Applicable Law for such late payment; (b) provided for all such Taxes related to the Business Undertakings in its books and records and in accordance with IFRS and applicable Laws; (c) with respect to any period for which Tax Returns have not yet been filed, or for which Taxes are not yet due, made due and sufficient accruals for such Taxes related to the Business Undertaking in its books and records and in accordance with IFRS and applicable Laws; or (d) no audit, assessment, appeals, investigation, demand or other proceeding by any Governmental Authority pending or being conducted with respect to (A) any Taxes

due from or with respect to HGS Jamaica or (B) any Tax return filed by or with respect to HGS Jamaica for the period to the Closing Date.

vi. HGS Jamaica has obtained all registrations in respect of relevant Taxes as required under Jamaica law and such registrations are valid and subsisting.

vii. No agreements, advance rulings, or similar agreements or rulings related to Taxes have been entered into, nor has HGS Jamaica received any notice in writing from any Governmental Authority to enter into such agreements or rulings.

viii. The unpaid Taxes of HGS Jamaica did not, as of the most recent audited Financial Statements, materially exceed the reserve for Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of such Financial Statements (rather than in any notes thereto),

ix. HGS Jamaica is, and has at all times been, resident for Tax purposes in its country of incorporation or formation and is not, and has not at any time been, a resident in any other country for any Tax purpose (including any arrangement for the avoidance of double taxation). HGS Jamaica is not, or has not been, subject to Tax in any jurisdiction other than its place of incorporation or formation by virtue of having a branch, permanent establishment, place of control and management or other place of business in that jurisdiction.

x. HGS Jamaica is in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology.

xi. There are no assets forming part of HGS Jamaica which are a part of the Jamaica Excluded Assets and which could invalidate transaction being treated as a Business transfer transaction for tax purposes.

(D) US Tax Warranties

For the purposes of this Clause, (i) the term "HGS, Inc." shall include its Subsidiaries, and (ii) the warranties in respect of HGS, Inc. (as defined in clause (i)) shall only be given to the extent the breach thereof affects, or is reasonably likely to affect, the Investor Indemnified Parties, including for the avoidance of doubt, the HGS US Cos and US NewCo

i. Each of the HGS US Cos, HGS, Inc., and US NewCo has duly and timely filed, as per statutory timelines, all applicable Tax Returns and forms required to be filed by it. All such Tax Returns were true, correct and complete in all respects and have been prepared in compliance with all applicable Law (including valuation-related aspects for determination of taxable value and inter-company / intra-company transactions). All Taxes and other outgoings due and payable (including to the appropriate Government Authorities) by the HGS US Cos, HGS, Inc., and US NewCo (whether or not shown on any Tax Return), including any interest or penalty, have been timely paid and discharged in full.

ii. No Tax claim has been made against the HGS US Cos, HGS, Inc., or US NewCo by a Governmental Authority in a jurisdiction where the HGS US Cos, HGS, Inc., and US NewCo do not file any Tax Returns that any HGS US Co, HGS, Inc., or US NewCo is or may be subject to taxation by that jurisdiction.

iii. Each of the HGS US Cos, HGS, Inc., and US NewCo has (i) paid all the Taxes pertaining to, due or owing prior to the period prior to the Closing (whether or not shown on the Tax Returns, forms or Tax records) within the time period allowed for such payment or where such Taxes have been paid after the time period allowed for such payment, the Taxes have been paid along with applicable interest and penalty prescribed under applicable Law for such late payment; (ii) provided for all such Taxes related to the Business Undertakings in its books and records and in accordance with applicable Accounting Principles and applicable Law; (iii) with respect to any period for which Tax Returns have not yet been filed, or for which Taxes are not yet due, has made due and sufficient accruals for such Taxes related to the Business Undertaking in their books and records and in accordance with applicable Accounting Principles and applicable Law; and (iv) has no audit, assessment, appeals, investigation, demand or other proceeding by any Governmental Authority pending or being conducted with respect to (x) any Taxes due from or with respect to the HGS US Cos, HGS, Inc., or US NewCo or (y) any Tax return filed by or with respect to the HGS US Cos, HGS, Inc., or US NewCo.

iv. There are no liens or Encumbrances with respect to Taxes and to the Warrantor's knowledge, no circumstances exist which may be reasonably expected to give rise to any such liens or Encumbrances, on the assets of the HGS US Cos, HGS, Inc., and US NewCo.

v. Each of the HGS US Cos, HGS, Inc., and US NewCo has deducted, withheld, collected and timely paid to the appropriate Governmental Authority all foreign, federal and state Taxes, FICA, FUTA and other Taxes required to be deducted, withheld with or paid with respect to its employees, creditors, independent contractors, stockholders or other third Persons, and each of the HGS US Cos, HGS, Inc., and US NewCo has complied with all information reporting (including Internal Revenue Service Form 1099) and backup withholding requirements, including maintenance of required records with respect thereto.

vi. There is no Tax deficiency or adjustment outstanding, proposed, assessed or, to the knowledge of the Warrantors, threatened in writing by any Governmental Authority against the any of the HGS US Cos, HGS, Inc., or US NewCo, nor has any HGS US Co, nor HGS, Inc., nor US NewCo been notified (in writing) of any such deficiency or adjustment. For the past five (5) years, the HGS US Cos, HGS, Inc., and US NewCo have not been the subject of an investigation or audit involving any Tax-related Governmental Authorities. No audit or examination of any Tax Return of the HGS US Cos, HGS, Inc., or US NewCo is presently in progress, pending or, to the knowledge of the Warrantors, threatened, nor has any HGS US Co, nor HGS, Inc., nor US NewCo been notified (in writing) of any request for such an audit or examination.

vii. All records, books, documents which the HGS US Cos, HGS, Inc., and US NewCo are required to maintain for Tax purposes or which would be needed to

substantiate any claim made or position taken in relation to Tax by the HGS US Cos, HGS, Inc., and US NewCo, including with respect to any relief, benefit or exemption claimed by any HGS US Co, HGS, Inc., or US NewCo, in relation to the Business have been duly kept and maintained. The information provided in these records, books and documents are true, correct and complete in all respects.

viii. The HGS US Cos, HGS, Inc., and US NewCo have not been, at any time, a party to, participated or otherwise been involved in any transaction, scheme or arrangement (or series of transactions, schemes or arrangements) for the purpose of Tax evasion, or the main object of such scheme or arrangement was avoidance of Tax liability, or which could result in any material claim or proceeding against the HGS US Cos, HGS, Inc., and US NewCo pertaining to Tax avoidance.

ix. The HGS US Cos, HGS, Inc., and US NewCo have obtained all registrations in respect of relevant Taxes as are required under applicable Law and all such registrations are valid and subsisting.

x. There are no pending Tax proceedings or Tax demands or notices pending any responses in relation to the HGS US Cos, HGS, Inc., and US NewCo. No adjustment relating to any Tax returns filed by any HGS US Co, HGS, Inc., or any US NewCo has been proposed in writing by any Tax authority to HGS US Co, HGS, Inc., or US NewCo or any representative thereof. The HGS US Cos, HGS, Inc., and US NewCo do not have any liability for any unpaid Taxes which has not been accounted for or reserved in the financial statements other than any liability for unpaid Taxes that may have accrued since the date of the financial statements in connection with the operation of the business and activities in the Ordinary Course.

xi. All Tax incentives claimed by the HGS US Cos, HGS, Inc., and US NewCo in relation to the Business Undertaking have been claimed in accordance with all material requirements of applicable Law.

xii. Since the date of the most recent audited financial statements, no HGS US Co, nor HGS, Inc., nor US NewCo has made, changed or revoked any material Tax election, amended any income Tax Return or other material Tax Return, surrendered any refund or right thereto, adopted or changed any material accounting method in respect of Taxes or otherwise, entered into any closing agreement, settlement or compromise of any income Tax liability or other material Tax liability, or consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes.

xiii. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has executed or requested any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

xiv. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has executed any power of attorney with respect to Taxes, other than powers of attorney that are no longer in force.

xv. No agreements, advance rulings, Tax holidays, technical advice memoranda or similar agreements or rulings related to Taxes have been entered into, issued by

or requested by any HGS US Co, or HGS, Inc., or any US NewCo, nor has any HGS US Co, nor HGS, Inc., nor US NewCo received any notice in writing from any Governmental Authority to enter into such agreements or rulings with or in respect of any HGS US Co, HGS, Inc., or US NewCo.

xvi. The unpaid Taxes of the HGS US Cos, HGS, Inc., and US NewCo did not as of the most recent audited Financial Statements exceed the reserve for Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of such Financial Statements (rather than in any notes thereto).

xvii. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has engaged or otherwise participated in any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4.

xviii. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has ever been a member of an "affiliated group" within the meaning of Code Section 1504(a) other than the affiliated group of which HGS US Co, HGS, Inc., or US NewCo is the common parent. No HGS US Co, nor HGS, Inc., nor US NewCo is a party to, bound by or has any potential liability or obligation (for Taxes or otherwise) to any Person as a result of, or pursuant to, any Tax indemnity, Tax sharing, Tax distribution or Tax allocation contracts. The HGS US Cos, HGS, Inc., and US NewCo have not provided any indemnity in respect of any Tax liabilities of any other party in relation to the Business Undertaking. No HGS US Co, HGS, Inc., nor US NewCo has any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract or otherwise.

xix. None of the HGS US Cos, nor HGS, Inc., nor US NewCo will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (A) change in method of accounting for a taxable period beginning on or prior to the Closing Date, (B) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing Date, (C) deferred intercompany gain or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Law) for periods (or portions thereof) ending on or before the Closing Date, (D) installment sale or open transaction disposition on or prior to the Closing Date, (E) prepaid amount received or accrued on or prior to the Closing Date, or (F) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date.

xx. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has distributed stock of another Person, or had its stock distributed by another Person in a transaction intended or purported to be governed, in whole or in part, by Section 355 of the Code or Section 361 of the Code.

xxi. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has been a United States real property holding corporation within the meaning of Code section 897(c)(2) during the period specified in Code section 897(c)(1)(A)(ii).

xxii. None of the HGS US Cos, nor HGS, Inc., nor US NewCo has (i) made any election to defer any payroll Taxes under the CARES Act, (ii) taken out any loan, received any loan assistance or received any other financial assistance, or (iii) requested any of the foregoing, in each case under the CARES Act, including pursuant to the Paycheck Protection Program or the Economic Injury Disaster Loan Program.

xxiii. Schedule 20(A)(xxii) of the Disclosure Letter lists the entity classification of each of the HGS US Cos, HGS, Inc., and US NewCo for U.S. federal income Tax purposes.

xxiv. Each of the HGS US Cos, HGS, Inc., and US NewCo is and has at all times been resident for Tax purposes in its country of incorporation or formation and is not and has not at any time been a resident in any other country for any Tax purpose (including any arrangement for the avoidance of double taxation). None of the HGS US Cos, nor HGS, Inc., nor US NewCo is or has been subject to Tax in any jurisdiction other than its place of incorporation or formation by virtue of having a branch, permanent establishment, place of control and management or other place of business in that jurisdiction.

xxv. None of the HGS US Cos, nor HGS, Inc., nor US NewCo which is organized outside the United States is (a) a controlled foreign corporation as described in Section 957 of the Code; or (b) a passive foreign investment company as described in Section 1297 of the Code, in each case except as set forth on Schedule 20(A)(xxv) of the Disclosure Letter.

xxvi. None of the HGS US Cos, nor HGS, Inc., nor US NewCo which is organized outside the United States (a) has any investments in U.S. property as described in Section 956 of the Code; (b) has any United States real property interests as described in Section 897 of the Code; (c) is engaged in the conduct of a trade or business in the United States; or (d) generates material amounts of income required to be included in the income of "United States shareholders" pursuant to Section 951 or 951A of the Code.

xxvii. Each of the HGS US Cos, HGS, Inc., and US NewCo is in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology.

xxviii. No HGS US Co nor any direct or indirect owner or Affiliate thereof, nor HGS, Inc. or any Affiliate thereof, nor US NewCo or Affiliate thereof will have any liability for making any payment of Taxes at any time on or after the Closing Date as a result of Section 965 of the Code with respect to or by reason of any income, gain, earnings or profits earned or accrued on or prior to the Closing Date, including without limitation by reason of an election under Section 965(h) of the Code or an election under Section 965(i) of the Code.

xxix. No non-U.S. Healthcare Entity is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation under Section 7874(b) of the Code or was created or organized in the United States such that such entity would be taxable in the United States as a

domestic entity pursuant to United States Treasury Regulations Section 301.7701-5(a).

xxx. Prior to the Closing, other than HGS AxisPoint Health LLC, no HGS US Co, nor HGS, Inc., nor US NewCo has experienced an "ownership change" for U.S. federal income Tax purposes, as defined in Section 382 of the Code.

xxxi. The certain loan agreement between Hinduja Global Solutions UK Limited and HGS AxisPoint Health LLC dated January 9, 2020, is properly treated as indebtedness for U.S. federal income Tax purposes.

xxxii. As described further below, HGS International Mauritius, HGS Newco, Inc., HGS Colibrium, Inc., and HGS Inc. undertook the following steps between March 25, 2020 and March 31, 2020.

1. Steps (i) and (iii) immediately below qualified collectively as a "reorganization" pursuant to Section 368(a)(1)(F) of the Code:

2. On March 25, 2020, HGS International Mauritius incorporated HGS Newco, Inc., and contributed 100% of the stock of HGS Colibrium, Inc. and $1,000 of cash to HGS Newco, Inc.;

3. On March 30, 2020, HGS International Mauritius contributed certain intercompany loans to the capital of HGS Colibrium, Inc., and such contribution did not give rise to any cancellation of debt income; and

4. On March 31, 2020, HGS Colibrium, Inc. converted to a limited liability company.

5. Step (i) immediately below qualified as a "reorganization" pursuant to Section 368(a)(1)(A) of the Code:

6. On March 31, 2020, HGS Newco merged with and into HGS Inc, with HGS Inc, surviving.

xxxiii. To the extent any of the HGS US Cos, HGS, Inc., or US NewCo has claimed a work opportunity tax credit under Section 51 of the Code, or any similar credit under applicable state, local or foreign Law, the HGS US Cos, HGS, Inc., and US NewCo has properly calculated the amount of the credit to which such entity is entitled to claim under applicable Law, and all wages included in the calculation of such credit were qualified wages as determined under applicable Law.

xxxiv. Each of the HGS US Cos, HGS, Inc., and US NewCo has collected, or has the contractual right (not subject to any contingencies) to obtain from the relevant counter-party, all necessary sales Tax exemption certificates to support the exemption of otherwise taxable sales. To the extent any such sales are not exempt from sales Tax, each of the HGS US Cos, HGS, Inc., and US NewCo has properly collected and timely remitted (or has the contractual right (not subject to any contingencies) to collect from the counter-party) all sales Tax due and owing to the applicable Governmental Authority. The foregoing includes, but is not limited to, any sales Tax exemption certificates collected or required to be collected by

any of the HGS US Cos, HGS, Inc., or US NewCo in the state of Connecticut in connection with sales to Cigna and Aetna that are subject to sales Tax.

21. **Power of Attorney**

The Healthcare Entities have not given any power of attorney or other authority in relation to the Relevant Businesses which is still outstanding or effective to any Person to enter into any contract or commitment on its behalf, other than in the Ordinary Course.

HGS UK has not given any power of attorney or other authority in relation to the HGS UK Transferring Contract which is still outstanding or effective to any Person to enter into any contract or commitment on its behalf, other than in the Ordinary Course.

HGS Inc has not given any power of attorney or other authority in relation to the HGS Inc Transferring Contracts which is still outstanding or effective to any Person to enter into any contract or commitment on its behalf, other than in the Ordinary Course.

HGS USA LLC has not given any power of attorney or other authority in relation to the HGS USA LLC Contracts which is still outstanding or effective to any Person to enter into any contract or commitment on its behalf, other than in the Ordinary Course.

22. Based on the conduct of the Business by the Sellers, none of the HGS Mauritius, its subsidiaries, or any of its Affiliates produce, design, test, manufacture, fabricate, or develop "critical technologies" as that term is defined in 31 C.F.R. § 800.215 and in turn is not a "TID U.S. business" within the meaning of 31 C.F.R. § 800.248(a).

23. **Information**

All information relating to the Sellers and the Relevant Businesses contained in the Data Room is true and accurate in all material respects as on the date on which it was uploaded. All information relating to the Sellers and the Relevant Businesses contained in the (i) vendor legal due diligence reports dated April 27, 2021 issued by Cyril Amarchand Mangaldas, the vendor legal due diligence report dated April 27, 2021 issued by DLA Piper, the vendor legal due diligence report dated May 21, 2021 issued by Myers, Fletcher & Gordon and the vendor legal due diligence report dated May 15, 2021 issued by PJS Law, the vendor tax due diligence report dated April 1, 2021 issued by KPMG and the vendor financial due diligence report dated April 1, 2021 issued by KPMG is true and accurate in all material respects as on the date of such vendor diligence reports; and (ii) each of the Disclosure Letter (as may be updated by the Updated Disclosure Letter) and the Updated Disclosure Letter is true and accurate in all material respects as on the date of the Disclosure Letter and Updated Disclosure Letter, respectively. To the Warrantor's knowledge, no material information related to the assets, liabilities, financial position, profits and losses of the Healthcare Entities have been withheld which makes the information provided to the Investor misleading.

SCHEDULE II

CONDITIONS PRECEDENT

Part 1: COMMON CPS

(a) *Execution of Transaction Documents*

All Transaction Documents shall have been duly executed by the Parties and/ or their relevant Affiliates and shall be valid and in full force and effect.

(b) *No Order*

There shall not be in effect on the Closing Date any Order restraining, enjoining or otherwise making illegal the consummation of the transactions contemplated by this Agreement or any pending Proceeding that would reasonably be expected to restrain, enjoin or otherwise make illegal the consummation of any of the transactions contemplated by this Agreement.

(c) *CFIUS Approval*

The CFIUS Approval shall have been obtained.

(d) *HSR Act*

The applicable waiting period (and any extension thereof) under the HSR Act applicable to the transactions contemplated by the Transaction Documents shall have expired or been terminated, or, where applicable, approval under such laws shall have been obtained. (the "**HSR Approval**").

(e) *CCI Approval*

CCI Approval shall have been obtained for the consummation of the transactions contemplated in the Transaction Documents.

Part 2: SELLER CPS

(a) *Conditions Precedent under the Transaction Documents*

All conditions precedent under the Transaction Documents to be performed by the Sellers or their Affiliates thereunder, unless otherwise waived in accordance with the Transaction Documents, shall have occurred prior to or on the Closing Date.

(b) *No breach*

There having been no uncured material breach of the Transaction Documents by the Sellers or their Affiliates who are parties to such Transaction Documents.

(c) *Internal Reorganization*

The Internal Reorganisation shall have been completed.

(d) *No MAE*

No Material Adverse Effect having occurred after the Execution Date and subsisting as on the Closing Date.

(e) *Bring Down Certificate*

Investor shall have received a certificate dated as of the Closing Date and executed by the Healthcare Entities certifying that the conditions set forth in (a), (b) and (d) of this **Part 2** have been satisfied.

(f) *Consent of the employees*

(i) Mr. Ramesh Gopalan shall have agreed to transfer his employment to and sign the offer letter (which shall be issued by the Investor or its Affiliates promptly after receipt of the CCI Approval) with the Investor or its Affiliates.

(ii) At least 85% of the headcount of the Mid Level Employees as of July 15, 2021 shall have agreed to transfer their employment to the Investor or its Affiliates.

(iii) At least 75% of the headcount of the Junior Employees as of July 15, 2021 shall have agreed to transfer their employment to the Investor or its Affiliates.

(f) *Finalization of the material services*

The parties to the Transition Services Agreement shall have completed / finalized the statements of work for the services set out in Schedule 1 of the Transition Services Agreement.

Part 3: INVESTOR CPS

(a) *Corporate Authorisation*

The Investor and its Affiliates shall have obtained all corporate authorizations and approvals required by it from any Governmental Authority to execute, deliver and consummate the transactions contemplated under the Transaction Documents.

(b) *No Breach*

There having been no uncured material breach of the Transaction Documents by the Investor or its Affiliates.

(c) *Conditions Precedent under the Transaction Documents*

All conditions precedent under the Transaction Documents to be performed by the Investor or its Affiliates thereunder, unless otherwise waived in accordance with the Transaction Documents, shall have occurred prior to or on the Closing Date.

(d) *Bring Down Certificate*

The Sellers shall have received a certificate dated as of the Closing Date and executed by an authorised signatory of the Investor certifying that the conditions set forth in (a), through (d) of this **Part 3** have been satisfied.

SCHEDULE III

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. Any reference to the "Transaction Documents" in this notice shall mean only: (i) this Agreement; (ii) the India BTA; (iii) Philippines BTA; (iv) the Jamaica BTA; (v) the US Transfer Agreement; (vi) the Transition Services Agreement; and (vii) Disclosure Letter.

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: [•]

SCHEDULE IV

DETAILS OF THE PARTIES FOR THE PURPOSES OF NOTICE

Name of the Party	Address	Email
In case of **HINDUJA GLOBAL SOLUTIONS LIMITED**, the notices shall be sent to both the following offices **General Counsel** - Executive Vice President – Global Legal & Compliance Company Secretary Senior Vice President Corporate Secretarial	Hinduja Global Solutions Ltd., Corporate Office, Gold Hill Square Park, #690, Bommanahalli, Hosur Road, Bangalore. PIN – 560068 Hinduja Global Solutions Limited Hinduja House, 171, Dr. Annie Besant Marg, Worli, Mumbai 400018	legal@teamhgs.com secretarial@teamhgs.com
In case of **HGS INTERNATIONAL, MAURITIUS,** the notices shall be sent to both the following offices **General Counsel** - Executive Vice President – Global Legal & Compliance # 690,1st Floor,Gold Hill Square Park,Bommanahalli, Hosur Road. Bangalore 560068 Karnataka India **Company Secretary** **Senior Vice President Corporate Secretarial** Hinduja House, 171, Dr. Annie Besant Marg, Worli, Mumbai 400018	**HGS International** Registered Office, St. James Court, Suite 308, St. Denis Street, Port Louis, Maur Registered Office, St. James Court, Suite 308, St. Denis Street, Port Louis, Mauritius	legal@teamhgs.com secretarial@teamhgs.com

In case of TEAM HGS LIMITED, JAMAICA, the notices shall be sent to both the following offices: **General Counsel -** Executive Vice President – Global Legal & Compliance **Company Secretary** Senior Vice President Corporate Secretarial	TeamHGS Limited 12-14 Worthington Terrace, Kingston 10, Saint Andrew, Jamaica	 legal@teamhgs.com secretarial@teamhgs.com
BETAINE B.V Attention of: Gerard Jan van Spall	Jupiter Building, Herikerbergweg 88, 1101 CM Amsterdam The Netherlands	Baring.nl-ams@vistra.com
Baring Private Equity Asia (with a copy to that shall not constitute Notice)	Suite 3801 Two International Finance Centre Central, Hong Kong	ZekeArlin@bpeasia.com

SCHEDULE V

WORKING CAPITAL SCHEDULE

Line items relevant for the definition of "Current Assets" and "Current Liabilities"

Adjusted net working capital	
USD'000	**As at [Date]**
Carved out revenue, reported	**XXX**
Carved out NWC, reported	
Trade receivables	
- Trade receivables	XX
- Unbilled revenue	XX
Less: Trade payables	
- Trade Payables	XX
- Provision for expenses	XX
Other assets *(excluding security deposit for lease premises[1])*	
- Prepaid expenses	XX
- Derivative assets	XX
- Balance with govt authorities (excluding GST input credit)	XX
- Advance to suppliers	XX
- Security deposits (including telephone deposits, electricity deposits, etc but excluding deposit for lease premises[1]	XX
- Other assets[5]	XX
Less: Other liabilities	
- Employee benefits payable	XX

- Statutory payables	XX
- Deferred revenue & Advance from customers	XX
- Unfunded employee benefits	XX
- Derivative liabilities	XX
- Other liabilities (including capital creditors (net of capital advances) and provision for tax (net of advance tax))	XX
Carved out NWC, reported	**XXX**
Adjustments to NWC	
Debt / cash like adjustments	
Add: Provision of tax (net of advance tax)	XX
Add: Unpaid employee variable pay, increments, commission (for period upto FY21)	XX
Add: Unpaid bonus in lieu of increments	XX
Add: Unfunded employee benefits	XX
Add: Overdue statutory dues	XX
Add: Deferred revenue collected in cash [2]	XX
Add: Stretched payables/ expenses provisions (>180 days)	XX
Add: Customer advances	XX
Less: Capital advance	XX
Add: Capital creditors	XX
Other adjustments	
Add: Receivables from Generali (if not considered in Trade receivables)	XX
Less: Under accrual of employee cost [3]	XX
Less: Receivables doubtful of recovery [3]	XX

Less: Penalties not accrued [3]	XX
Less: Derivative (assets) / Add: Derivative liabilities [3]	XX
	XXX
Carved out NWC, adjusted [4]	**XXX**
Note 1: The security deposits for lease for premises will be transferred / assigned to the NewCo prior to the closing date and hence not considered as a part of working capital.	
Note 2: Deferred Training Revenue collected in cash on non refundable basis shall not be treated as a debt like item (to the extent the entire expenditure on training in relation to this cash collection is already incurred before the closing date).	
Note 3: These adjustments to working capital should not be adjusted from net debt.	
Note 4: Deferred Performance Incentive and Excluded Broker & Commission Liabilities are part of excluded liabilities and hence not considered in working capital.	
Note 5: Includes employee advances and other assets	

SCHEDULE VI

STEP PLANS

Annexed Separately