

महाराष्ट्र MAHARASHTRA

2022

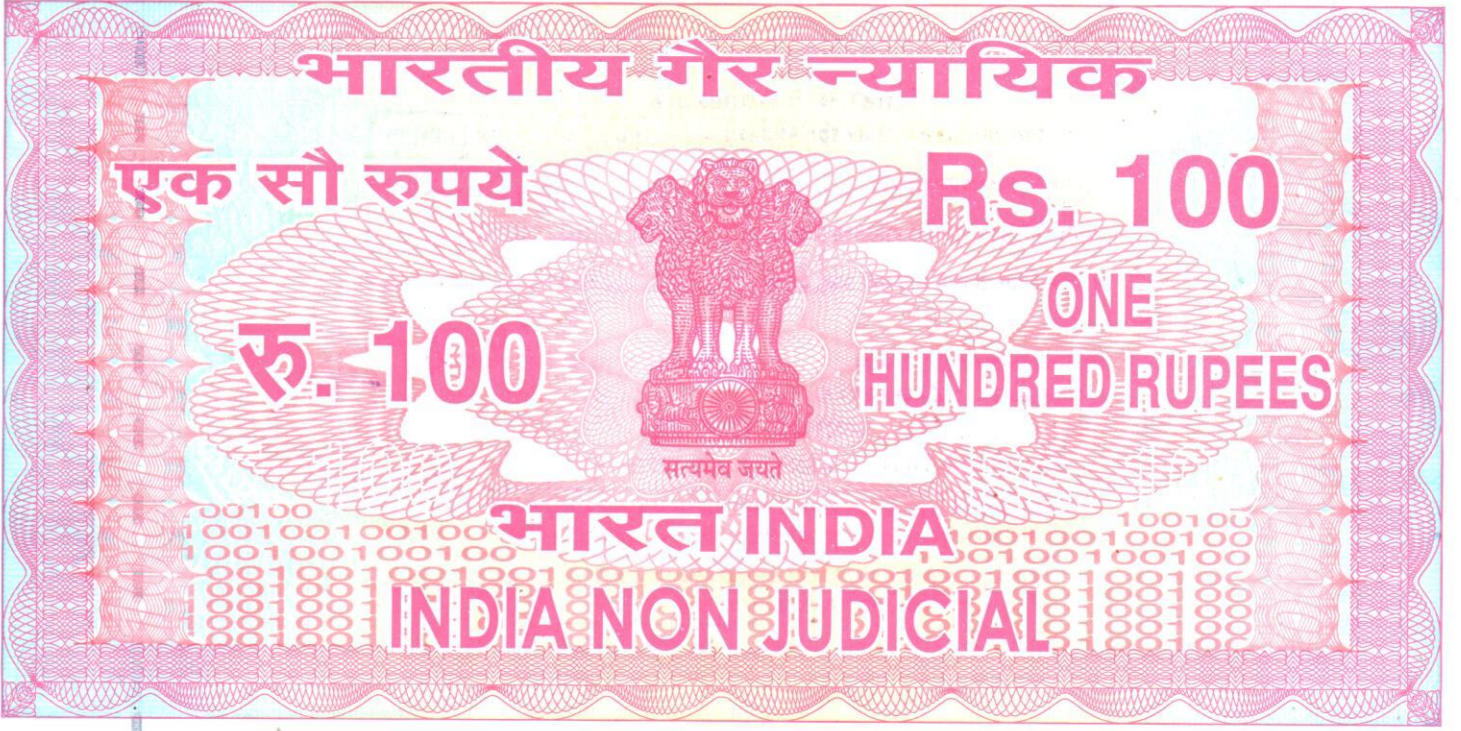
BS 355780

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८०००००९  
27 SEP 2022  
सक्षम अधिकारी

श्रीमती सुरेखा मसुरकर

This stamp paper forms an integral part of  
Trademark License Agreement dated 12<sup>th</sup> October, 22

  
Padreja



महाराष्ट्र MAHARASHTRA

❶ 2022 ❶

25AA 414150

प्रधान मुद्राक कार्यालय, मुंबई  
प.मू.वि.क. १.०००००९

22 SEP 2022

सक्षम अधिकारी

श्रीमती सायली कोळी

This stamp paper forms an integral part of  
Trademarks License agreement dated 12<sup>th</sup> October, 22

 Padmaja

**TRADEMARK LICENSE AGREEMENT**

**DATED 12 OCTOBER 2022**

**BETWEEN**

**NATIONAL SECURITIES DEPOSITORY LIMITED**

**AS LICENSOR**

**AND**

**PROTEAN eGOV TECHNOLOGIES LIMITED**

**AS LICENSEE**

## TRADEMARK LICENSE AGREEMENT

This **TRADEMARK LICENSE AGREEMENT** ("**Agreement**") is made and entered into on this 12<sup>TH</sup> day of October 2022, at Mumbai ("**Effective Date**") by and between:

- A. **NATIONAL SECURITIES DEPOSITORY LIMITED** (CIN: U74120MH2012PLC230380), a company existing under the Companies Act, 2013 and having its registered address at 4<sup>th</sup> Floor, Trade World, "A" Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 (hereinafter referred to as the "**Licensor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**; and
- B. **PROTEAN eGOV TECHNOLOGIES LIMITED** (CIN: U72900MH1995PLC095642) (formerly NSDL e-Governance Infrastructure Limited), a company incorporated on 27 November 1995 under the Companies Act, 1956, having his registered office at Times Tower, 1<sup>st</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, India (hereinafter referred to as the "**Licensee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **OTHER PART**.

The Licensor and the Licensee are collectively referred to as "**Parties**" and individually referred to as a "**Party**".

### WHEREAS:

- A. The Licensor is a leading national securities depository in India duly registered under the Depositories Act, 1996 and is providing depository and other securities market related services to investors and financial institutions since 1996;
- B. The Licensee is a leading IT-enabled solutions company in India and is engaged in conceptualizing, developing and executing nationally critical and population scale greenfield technology solutions and is the chief architect and implementer of various critical and large-scale technology infrastructure projects in India;
- C. The Licensee's name has changed from 'NSDL e-Governance Infrastructure Limited' to 'Protean eGov Technologies Limited' pursuant to a shareholders' resolution dated October 28, 2021 and has been effective from December 8, 2021 as per the fresh certificate of incorporation issued by Registrar of Companies, Mumbai to represent the full gamut of products and service offerings it offers as of date and its extension into new markets, sectors and geographies. Accordingly, the Licensee has, adopted a new identity with a new logo and domain names and no longer uses or seeks to use the Trademarks, except for certain limited purposes;
- D. Licensee was the owner and registered proprietor of the Trademarks (*as defined hereinafter*) which have now been assigned to the Licensor pursuant to a Trademark Assignment Agreement dated 12<sup>th</sup> October 2022 ("**Trademark Assignment Agreement**") and the Licensor and its subsidiaries continue to make use of the Trademarks;
- E. Such assignment of Trademarks under the Trademarks Assignment Agreement was subject to the Licensor permitting the Licensee to use the Trademarks and Retained Domain Names (*as defined hereinafter*) for a limited period and limited purposes as set out herein; and
- F. The Parties have agreed to enter into this Agreement, to set out the mutual rights and obligations, and the terms and conditions governing the terms on which the Licensor shall license the Trademarks and permit the use of the Retained Domain Names to the Licensee, and



all matters incidental thereto.

**NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS AND COVENANTS CONTAINED IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1 DEFINITIONS**

In this Agreement: (a) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (b) the following terms shall have the meanings assigned to them herein below:

- 1.1 **"Agreement"** means this Trademark License Agreement along with any Annexures and Schedules hereto, and shall include any mutually agreed modifications or amendments thereto made in writing after the date of execution of this Agreement;
- 1.2. **"Applicable Law(s)"** means any statute, law, regulation, ordinance, rule, regulation, judgment, binding case law, binding principle of common law, code or instruction having the force of law, order, decree, notification, by-law, license, treaty, international convention, code, approval from the concerned authority, government resolution, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law or any of the foregoing, by any concerned authority having jurisdiction over the matter in question, including a stock exchange;
- 1.3. **"Domain Names Transfer Agreement"** means the Domain Names Transfer Agreement dated 12<sup>th</sup> October 2022 entered into between the Parties;
- 1.4. **"Intellectual Property Rights"** means patents, utility models, service marks, trade and business names, logos, symbols, characters, registered designs, design rights, copyright and neighboring rights, database rights, domain names, and rights in inventions, software, trade secrets and confidential information of all kinds, other similar proprietary rights and related derivative works (whether existing now or in future), which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;
- 1.5. **"Person"** means any individual, sole proprietorship, unincorporated or incorporated association, incorporated or unincorporated organization, body corporate, corporation, company, partnership, limited liability company, limited liability partnership, joint venture, enterprise, governmental authority or trust or any other entity or organization that may be treated as a person under Applicable Law;
- 1.6. **"Residual Purposes"** shall have the meaning ascribed to it in Clause 2.1 of this Agreement;
- 1.7. **"Retained Domain Names"** shall mean the domain names set out in **Annexure B** hereto;
- 1.8. **"Subsidiaries"** shall mean following subsidiaries of the Licensee:
  - (i) NSDL E-Governance Account Aggregator Limited; and
  - (ii) NSDL e-Governance (Malaysia) SDN, BHD;

- (ii) NSDL e-Governance (Malaysia) SDN, BHD;
- 1.7 "Term" shall have the meaning ascribed to the term in Clause 8 of this Agreement;
- 1.8 "Third Party" means any Person not being a Party to this Agreement;
- 1.9 "Trademarks" shall mean the trademarks listed in **Annexure A**; and
- 1.10 "Trademark Assignment Agreement" shall have the meaning as ascribed to the term in Recital D.

## 2 GRANT OF LICENSE

- 2.1 Subject to limitations and other terms and conditions of this Agreement, on and from the Effective Date, the Licensor grants to the Licensee, who hereby accepts, a worldwide, royalty-free, non-exclusive, non-sub-licensable (except in accordance with Clause 2.2), irrevocable (subject to Clause 8) non-transferable license to use, the Trademarks for the Term solely for:
  - (a) Indicating the Licensee's former name, NSDL e-Governance Infrastructure Limited;
  - (b) Providing information about the Licensee's corporate history, background and experience to governmental authorities, regulators and Third Parties;
  - (c) Its marketing and branding campaigns and other activities being conducted for the purposes specified in (a) and (b) above;
  - (d) The purposes of operating the Retained Domain Names in accordance with the terms of this Agreement and the Domain Names Transfer Agreement;
  - (e) other denominative purposes related to the above;  
  
(purposes specified in (a) to (e) above are collectively referred to as "**Residual Purposes**")
  - (f) Sublicensing the Trademarks to its Subsidiaries for the Residual Purposes.
- 2.2 The Licensor agrees that the Licensee shall have the right to authorize its Subsidiaries to use the Trademarks solely for the Residual Purposes and strictly in accordance with the terms of this Agreement, provided that the rights granted to the Subsidiaries shall not exceed the scope of the license granted hereunder. The Licensee shall be responsible to the Licensor for the acts and omissions of its authorized Subsidiaries pursuant to this Clause 2.2 as if they were those of the Licensee itself.
- 2.3 The Licensee undertakes to ensure that the Subsidiaries take the necessary steps to change their respective corporate names to names which do not include the mark "NSDL" or any mark identical or similar thereto within 3 months of the Effective Date or at such extended period per any regulatory requirements concerning the aforementioned subsidiaries.
- 2.4 The Licensee shall be entitled to use and operate the Retained Domain Names for a maximum period of 3 (three) years from the Effective Date, solely for the purposes of permitting the migration of customers and third parties who are using such Retained Domain Names to a different domain. It is clarified that after expiry of the said period of three years, the Licensee shall cease to use the Retained Domain Names in accordance with the terms of the Domain Name Transfer Agreement.



- 2.5 The Parties agree that the mutual covenants and obligations under this Agreement constitute sufficient and valuable consideration and no royalty shall be payable by the Licensee for the rights and license granted to it under this Clause 2 ("License").

### 3 OWNERSHIP AND USE OF THE LICENSED TRADEMARKS

- 3.1 The Licensee acknowledges that the Licensor is the proprietor of the Trademarks and it is understood that the Licensee shall not acquire and shall not claim to have acquired any title in and to the Trademarks, by virtue of the rights hereby granted to the Licensee or through use by the Licensee of the Trademarks and Retained Domain Names pursuant hereto, it being the intention of the Parties that all use of the Trademarks and Retained Domain Names by the Licensee, during the Term hereof, shall inure to the benefit of and accrue to the Licensor and that all title and property in the Trademarks and Retained Domain Names during the Term shall vest solely and absolutely in the Licensor.
- 3.2 Subject to the terms and conditions of this Agreement, the Parties agree that any goodwill associated with the Trademarks and Retained Domain Names and any goodwill arising from the use of the Trademarks and Retained Domain Names in accordance with Clause 2, shall exclusively inure solely to the benefit of the Licensor. Should any use of the Trademarks and/or the Retained Domain Names result in the Licensee acquiring or becoming entitled to any property rights or other rights thereto, including common law rights in relation to the Trademarks and Retained Domain Names, the Licensee agrees that all such rights and the goodwill resulting therefrom shall automatically stand assigned, free of charge, in favour of the Licensor and the Licensee further agrees that, at a time and in a manner designated by the Licensor, the Licensee shall execute all such documents, as may be required to confirm in the Licensor any right, title and interest in, to and under the Trademarks, that might arise out of the Licensee's use thereof.
- 3.3 The Licensee further acknowledges that save and except as permitted under the Agreement, it will not, during the Term hereof or thereafter:
- (a) register or seek or counsel, procure or assist any Third Party to register the Trademarks (or any part thereof) or any trademarks comprising of or similar to the Trademarks and/or any other Intellectual Property Rights in relation to the Trademarks;
  - (b) claim any right, title and/or interest or cause any Third Party to claim any right title and/or interest in relation to the Trademarks;
  - (c) challenge or otherwise question the Licensor's ownership of the Trademarks and/or any applications / registrations filed by the Licensor in relation to the Trademarks;
  - (d) dilute, harm, misuse or bring the Trademarks (or any part thereof) to disrepute or do, cause, suffer or omit to be done any act, deed, matter or thing whatsoever which, shall, weaken, damage or be detrimental to the Trademarks or the reputation or goodwill associated with the Trademarks or the Licensor or adversely affect or prejudice, directly or indirectly, the Licensor's right, title, interest, power or authority whatsoever in or in relation to or in respect of the Trademarks under this Agreement or under any other agreement(s) between the Licensee and the Licensor;
  - (e) do or permit to be done any act which would or might jeopardise or invalidate any registration of the Trademarks or do any act which would or might assist or give rise



to an application to remove the registered Trademarks from the Trademark Register, or which would or might prejudice the right, title or valid use of the Trademarks;

- (f) assign, pledge, or hypothecate this Agreement or its performance under this Agreement without the prior written permission of the Licensor.
- 3.4 The Licensee undertakes that it shall not alter or amend the graphical representation or layout of the Trademarks, without the prior written consent of the Licensor.
- 3.5 Other than as expressly permitted under this Agreement, the Trademarks should not be used in conjunction with any other marks, words, logos and/or designs, without prior written consent from the Licensor. Notwithstanding the foregoing or any other contrary term under this Agreement, the Licensee shall be entitled to use the Trademarks in conjunction with its existing brand logos and trademarks pursuant to the License including in the following manner:



#### 4. USE OF THE TRADEMARKS AND RETAINED DOMAIN NAMES

- 4.1 The Licensee shall use the Trademarks and Retained Domain Names always strictly in accordance with this Agreement and the Domain Names Transfer Agreement and shall not use the Trademarks or the Retained Domain Names in any manner that could impair, dilute or tend to impair or adversely affect the distinctive character thereof or the reputation of the Trademarks and Retained Domain Names or could deceive or cause confusion either in the trade or to the public or adversely affect the validity of same in any other way.
- 4.2 To enable the Licensor to verify and enforce the Licensee's obligations under this Agreement, the Licensee shall permit and assist the Licensor to, after providing a prior written notice of 2 (two) days,:
  - (a) enter all premises where the Licensee uses the Trademarks and Retained Domain Names; and
  - (b) observe the Licensee's activities relating to the Trademarks and Retained Domain Names and inspect material on which any of the Trademarks and Retained Domain Names appear.
- 4.3 The Licensee agrees to adhere to any instructions or recommendations provided by the Licensor in relation to the Licensee's use of the Trademarks and Retained Domain Names.

#### 5 PROTECTION OF THE LICENSED TRADEMARKS

- 5.1 Each Party undertakes to immediately notify the other Party in writing of any of the following matters which come to its notice:
  - (a) any actual or threatened violation of the Trademarks or of any passing off or of any act or thing which might vitiate or prejudice the rights of the Licensor and/or the rights of the Licensee under this Agreement, in and to the Trademarks;





- (b) any allegations or complaints made by a Third Party that the Licensor's or the Licensee's use of the Trademarks, as the case may be, has infringed the trademarks or copyrights of a Third Party or that the use of the Trademarks by the Licensor or Licensee infringes the rights of any Third Party, or that the use of the Trademarks may cause deception or confusion for public; or
- (c) any other form of claim or infringement to which the Trademarks may be subject.

5.2 The Licensor shall have the right to decide on a strategy to determine any action to be taken with regard to the aforementioned violation or threatened violation and to undertake any suitable action, including litigation, to enjoin or correct such violations. The Licensee shall, at the cost of the Licensor, provide the Licensor, directly or indirectly, with any assistance that may be reasonably required.

## 6 REPRESENTATIONS AND WARRANTIES

6.1 Each Party (in respect of itself) represents and warrants to the other Party that the following representations and warranties are true and accurate in all respects and not misleading in any respect as on the Effective Date:

- (a) It has the full power and authority to enter into and perform its obligations under this Agreement;
- (b) It has taken all actions, obtained all regulatory, corporate and contractual authorizations, and submitted all notices or filings required to be submitted, for it to validly enter into this Agreement and perform all its obligations under this Agreement;
- (c) The execution and delivery of, or the performance of obligations under, this Agreement do not and shall not violate or conflict with the Applicable Law or to any provision of its constituent documents, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by it; and
- (d) This Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms.

## 7 INDEMNITY

7.1 The Licensee agrees to indemnify, defend and hold harmless the Licensor, its officers, directors, affiliates, agents, employees, representatives, successors and assigns in respect of, and hold them harmless from and against, any and all damages, fines, fees, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, reasonable fees of solicitors, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment) (collectively, "Losses") brought against or incurred by the Licensor as a result of: (a) the breach by the Licensee of any of the obligations, representations, undertakings, warranties or covenants under this Agreement; or (b) the actions of the Licensee that may jeopardize or invalidate any registration (or prejudice any application for registration) of the Trademarks and Retained Domain Names.

7.2 The Licensor agrees to indemnify, defend and hold harmless the Licensee, its officers, directors, affiliates, agents, employees, representatives, successors and assigns in respect of, and hold them harmless from and against, any and all Losses brought against or incurred by the Licensee as a result of the breach by the Licensor of any of the obligations, representations, undertakings, warranties or covenants under this Agreement.

## 8 TERM AND TERMINATION

- 8.1 This Agreement shall come into effect as of the Effective Date and shall remain valid for a period of 3 (three) years from the Effective Date ("**Term**").
- 8.2 This Agreement may be terminated:
- (a) at any time upon the mutual written consent of the Parties;
  - (b) by the Licensor:
    - (i) forthwith, if the Licensee is in material breach or default of any provision of this Agreement and such breach or default is not cured or remedied within 90 (ninety) days of receiving a notice to that effect from the Licensor in writing, specifying the breach or default and requiring the same to be remedied; or
    - (ii) forthwith, without any notice, if the Licensee claims or attempts to claim ownership and/or challenges the validity of or the entitlement of the Licensor to the Trademarks; or
  - (c) by the Licensee with a written notice of 30 (thirty) days.
- 8.3 Under no circumstances will the Parties be released from the liability or obligation accrued prior to the date of termination.

## 9 EFFECT OF TERMINATION

- 9.1 In the event of termination or expiry of this Agreement:
- (a) the License granted hereunder to the Licensee and the sub-licenses granted by the Licensee to the Subsidiaries in relation to the Trademarks shall stand automatically and immediately terminated;
  - (b) the Licensee shall forthwith cease and desist from using the Trademarks and Retained Domain Names, or any other trademarks, artistic works, logo or device, domain name, or trade name in any alphabet script or language comprising, imitating or being confusingly similar to the Trademarks including on letterheads, commercial materials, invoices, corporate documents, etc. and shall immediately stop referring to itself as a licensee of the Licensor, except to the extent permitted in Clause 9.1(c);
  - (c) The Parties further agree that after the expiry of the Term, the Licensee shall remove all references to the name of '**NSDL**' from the Licensee's letterheads, brochures, sales promotional material, signages, logos, publications, website, domain names, advertising literature, marketing systems, internet presence, and place of business/ registered office or any other place so as to avoid any impression that there exists any relationship between the Licensor and the Licensee.
  - (d) The Licensor agrees that notwithstanding the termination or expiry of the Agreement, the Licensee shall continue to have the perpetual right to use the name '**NSDL**' and '**National Securities Depository Limited**' solely for the limited purpose of providing information about the Licensee's corporate history, background and experience to governmental authorities, regulators and Third Parties.



- (e) Notwithstanding the termination or expiry of the Agreement, the terms of this Agreement which by their operation or effect are intended to survive, including Clause 7 (*Indemnity*), Clause 8 (*Term and Termination*), Clause 9 (*Effect of Termination*), Clause 10 (*Governing Law and Dispute Resolution*), Clause 11 (*Notices*), and Clause 12 (*Miscellaneous*), shall survive and continue to bind the Parties thereafter to such extent and for so long as may be necessary to give effect to the rights and obligations embodied herein or therein.

## 10 GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement shall, in all respects, be governed and interpreted by, and construed in accordance with the laws of India without giving effect to its principles of conflict of laws.
- 10.2 If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity hereof ("**Dispute**"), the Parties to the Dispute shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably provided that if a Party reasonably believes that it will suffer irreparable harm as a result of the action giving rise to such Dispute, nothing contained herein shall prevent such Party from seeking interim relief in accordance with Applicable Law in a court of competent jurisdiction in Mumbai, India, pending the outcome of such negotiation and, if applicable, prior to the constitution of the arbitration tribunal. If a Party gives any other Party notice that a Dispute has arisen ("**Dispute Notice**") and the Parties to the Dispute are unable to resolve the Dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the Parties to the Dispute may mutually agree, any Party to the Dispute shall have the right to refer the Dispute exclusively to arbitration in accordance with the terms of this Clause 10. A notice ("**Arbitration Notice**") of intent to refer the Dispute to arbitration may be given by any Party to the other Party.
- 10.3 The seat and venue of arbitration shall be Mumbai, India and the arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules thereunder, as amended from time to time, by an arbitration tribunal consisting of 1 (one) or 3 (three) arbitrator(s) as the case may be. Within 30 (thirty) days of the delivery of the Arbitration Notice, the Licensor and Licensee shall jointly appoint an arbitrator. If the Licensor and Licensee fail to jointly appoint an arbitrator within the aforesaid time, then within 15 (fifteen) days, (a) Licensor shall appoint 1 (one) arbitrator, (b) the Licensee shall appoint 1 (one) arbitrator, and (c) the aforementioned 2 (two) arbitrators shall appoint the third arbitrator. The language of the arbitration shall be English.
- 10.4 The arbitration tribunal shall have the power to pass temporary or permanent restraining orders and/ or preliminary or permanent injunctions, in accordance with law.
- 10.5 By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure, at any time prior to final determination of the Dispute by the arbitral tribunal. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of this agreement to arbitrate.
- 10.6 All arbitration proceedings shall be closed to the public and confidential and the records thereof shall be maintained in English. All records relating to arbitration proceedings shall be permanently sealed, except as necessary for the enforcement of the arbitration award.
- 10.7 The award rendered shall be in writing and shall set out the reasons for the arbitral tribunal's decision and shall be final and binding on the Parties. The award shall allocate or



apportion the costs of the arbitration as the arbitral tribunal deems fair.

- 10.8 During the pendency of the arbitration proceedings, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final determination in such award.

## 11. NOTICES

- 11.1 All notices, requests, demands and other contractual communications required or provided for under this Agreement shall be in writing and delivered personally or by a recognised courier service, or by email to the intended recipient at its address set forth below, or to such other address or email address as a Party may from time to time duly notify to the other Party.

- 11.2 The details for notices for the purpose of Clause 11.1 are as follows:

If to the Licensor:

Address: Trade World, A Wing; 4<sup>th</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Attention: Mr. Malav Shah, Vice-President

Email: [ShahM@nsdl.co.in](mailto:ShahM@nsdl.co.in)

If to the Licensee:

Address: Times Tower, 1<sup>st</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Attention: Ms. Ashwini D. Phenany, Assistant Vice-President

Email: [AshwiniP@Proteantech.in](mailto:AshwiniP@Proteantech.in)

- 11.3 A Party may change or supplement the addresses given above, or designate additional addresses, for the purposes of this Clause 11, by giving the other Parties not less than 7 (seven) days' prior written notice of the new address in the manner set forth above.

## 13 MISCELLANEOUS

### 13.1 Amendment


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.

### 13.2 Waiver

Failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial non exercise of any right, power or privilege preclude any other future exercise thereof.

### 13.3 Severability

This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable, the offending provision shall be stricken without affecting the remaining provisions of this Agreement, in which case, if appropriate and necessary, the Parties shall



immediately consult with each other in order to find an equitable solution.

13.4 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

13.5 Entire Agreement

This Agreement, the Trademark Assignment Agreement and the Domain Names Transfer Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent, memorandum of understanding and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

13.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

13.7 Costs and Expenses

Each of the Parties shall bear their own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement, provided however that the Licensor shall be responsible for all stamp duty payable in relation to this Agreement and any other document executed in connection with this Agreement.

13.8 Assignment

The Licensee may not assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations, hereunder without the prior written consent of the Licensor. Any purported assignment, delegation, or transfer in violation of this Clause 13.8 shall be *void ab initio*.

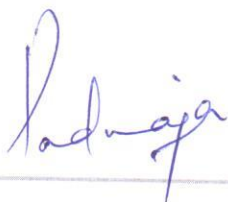
13.9 Specific Performance

The Parties agree that damages may not be an adequate remedy and that each Party shall be entitled to apply for 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 Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of  
National Securities Depository Limited



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By: Padmaja Chunduru

Title: Managing Director & CEO

Signed and delivered for and on behalf of  
Protean eGov Technologies Limited





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By: Suresh Sethi

Title: Managing Director & CEO

## ANNEXURE A

## LICENSED TRADEMARKS

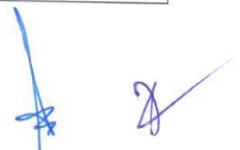
SR. NO	REGISTRATION NUMBER	DATE OF APPLICATION	CLASS	TRADEMARK	SERVICES
1.	808364	30 June 1998	16		Stationery.
2.	2566579	18 July 2013	35		Providing services of business administration and business management of information technology enabled e-governance services.



## ANNEXURE B

## RETAINED DOMAIN NAMES

SR. NO.	RETAINED DOMAIN NAME
1.	nsdlaa.co.in
2.	nsdlegov-esign.com
3.	esign-nsdl.com
4.	nsdl-esign.org
5.	nsdl-esign.info
6.	nsdlegov-esign.info
7.	nsdlegov-esign.co.in
8.	nsdl-esign.org.in
9.	esign-nsdl.co.in
10.	nsdlegov-esign.org.in
11.	nsdl-esign.net
12.	nsdl-esign.co.in
13.	nsdl-esign.in
14.	esign-nsdl.in
15.	esign-nsdl.info
16.	esign-nsdl.org.in
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