सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	**IN-KA99791549951895W**
Certificate Issued Date	:	28-Aug-2024 05:21 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0849926622839154W
Purchased by	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Description of Document	:	Article 29 Indemnity Bond (As per Article 47)
Property Description	:	SHARE PURCHASE AGREEMENT
Consideration Price (Rs.)	:	55,53,30,994 (Fifty Five Crore Fifty Three Lakh Thirty Thousand Nine Hundred And Ninety Four only)
First Party	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Second Party	:	ACCEL INDIA VI MAURITIUS LIMITED
Stamp Duty Paid By	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

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.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	**IN-KA99792418425700W**
Certificate Issued Date	:	28-Aug-2024 05:22 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0849921947354884W
Purchased by	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	SHARE PURCHASE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Second Party	:	ACCEL INDIA VI MAURITIUS LIMITED
Stamp Duty Paid By	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH
Authorized Signatory

Please write or type below this line

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA99790746487360W**
Certificate Issued Date	:	28-Aug-2024 05:21 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL08499306440973379W
Purchased by	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	DISPUTE RESOLUTION
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Second Party	:	ACCEL INDIA VI MAURITIUS LIMITED
Stamp Duty Paid By	:	ZEO FIN TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

KADUBISANAHALLI BRANCH
SEVA KENDRA
Authorized Signatory

Please write or type below this line

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.

SHARE PURCHASE AGREEMENT

BY AND AMONGST

NEXUS VENTURES VI HOLDINGS, LLC

AND

ACCEL INDIA VII (MAURITIUS) LIMITED

AND

ACCEL INDIA VI (MAURITIUS) LIMITED

AND

ANISHA DOSSA

AND

ANUSHA RAMAKRISHNAN

AND

ZEO FIN TECHNOLOGY PRIVATE LIMITED

AND

WHIZDM INNOVATIONS PRIVATE LIMITED

SHARE PURCHASE AGREEMENT

This **Share Purchase Agreement** is entered on September 03, 2024 ("**Execution Date**") at Bangalore, by and amongst:

1. **NEXUS VENTURES VI HOLDINGS, LLC**, a Delaware (USA) limited liability company formed in the United States of America and having its registered office at C/o Corporate Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 USA (hereinafter referred to as "**Seller 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

2. **ACCEL INDIA VII (MAURITIUS) LIMITED**, a body incorporated under the laws of Mauritius and having its office at 5th floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius (hereinafter referred to as "**Seller 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

3. **ACCEL INDIA VI (MAURITIUS) LIMITED**, a body incorporated under the laws of Mauritius and having its office at 5th floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius (hereinafter referred to as "**Seller 3**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

4. **ANISHA DOSSA**, an adult Indian citizen, daughter of Mr. Yatin Dossa and residing at Flat #3, Rockdale Apartments, LD Ruparel Marg, Malabar Hill, Mumbai 400006, Maharashtra, India (hereinafter referred to as "**Founder 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of her heirs, legal representatives, successors and permitted assigns);

5. **ANUSHA RAMAKRISHNAN**, an adult Indian citizen, daughter of B. Ramakrishnan and residing at 2303, Tower A, Omkar 1973, Off Annie Besant Road, Near Neelam Centre, Hanuman Nagar, Worli 400030 (hereinafter referred to as the "**Founder 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of her heirs, legal representatives, successors and permitted assigns);

6. **ZEO FIN TECHNOLOGY PRIVATE LIMITED**, a company incorporated under the Act as a private limited company and having its registered office at 1st Floor, 101 to 104, Anand House Premises Co-Op. Society Ltd., 13th Road, Off. Linking Road, Khar (West), Danda, Mumbai, Maharashtra, India, 400052 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

7. **WHIZDM INNOVATIONS PRIVATE LIMITED**, a company incorporated under the Act as a private limited company and having its registered office at No. 17/1, Kadubeesanahalli, Outer Ring Road, Bengaluru - 560087, Karnataka, India (hereinafter referred to as the "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

Seller 1, Seller 2 and Seller 3 shall be individually referred to as "**Seller**" and collectively referred to as the "**Sellers**", as the context may require.

Founder 1 and Founder 2 shall be individually referred to as "**Founder**" and collectively referred to as the "**Founders**", as the context may require.

The Company, the Founders, the Sellers and the Purchaser shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**", as the context may require.

WHEREAS

A. The Company is engaged in the Business (*as defined hereinafter*).

B. As on the Execution Date, the authorized share capital and the issued and paid-up Share Capital (*as defined hereinafter)* of the Company is INR 23,24,000 (Indian Rupees Twenty Three Lakhs Twenty Four Thousand) and INR 10,86,890 (Indian Rupees Ten Lakhs Eighty Six Thousand Eight Hundred and Ninety), respectively.

C. As on the Execution Date, the Sellers are the absolute legal and beneficial owners of the Aggregate Sale Shares (*as defined hereinafter*). The shareholding pattern of the Company as on the: (i) Execution Date is set out in Part A (*As on the Execution Date*) of Schedule 1 (*Shareholding Pattern of the Company*); and (ii) the Closing Date is set out in Part B (*As on Date Immediately after Closing*) of Schedule 1 (*Shareholding Pattern of the Company*).

D. Pursuant to discussions held between the Parties and relying on the representations, warranties and covenants provided by each of the Sellers and the Founders hereinafter, the Purchaser has agreed to acquire the Aggregate Sale Shares and each of the Sellers have agreed to sell and Transfer (*as defined hereinafter*) the Aggregate Sale Shares held by them to the Purchaser, on the terms and subject to the conditions set forth in this Agreement (*as defined hereinafter*).

E. Contemporaneous with the execution of this Agreement, the Sellers and the Purchaser have executed the WIPL Share Subscription Agreement (*as defined hereinafter*) pursuant to which the Purchaser has agreed to issue to the Sellers the WIPL Subscription Shares (*as defined hereinafter*), on the terms and subject to the conditions set forth in the WIPL Share Subscription Agreement.

F. On the Closing Date, the Sellers have agreed to sell the Aggregate Sale Shares to the Purchaser for the Aggregate Purchase Consideration (*as defined hereinafter*), subject to, and in accordance with the terms and conditions of this Agreement, pursuant to which the Purchaser shall hold such percentage of Share Capital of the Company as set out in Part B (*As on Date Immediately after Closing*) of Schedule 1 (*Shareholding Pattern of the Company*). The shareholding pattern of the Company after the completion of the last of the Conditions Subsequent set forth in Schedule 7 (*Conditions Subsequent*) of this Agreement is set forth in Part C (*As on the Date of Completion of the last of the Conditions Subsequent*) of Schedule 1 (*Shareholding Pattern of the Company*).

G. The Parties are now entering into this Agreement to record the terms for the Transfer of the Aggregate Sale Shares from the Sellers to the Purchaser, and other matters in connection therewith.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and indemnities set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including the Preamble, Recitals and Schedules hereto), the following words and expressions, unless the context requires otherwise, shall have the meanings set forth below:

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

"**Affiliate**" shall mean with respect to any Person, any other Person which, directly or indirectly: (a) Controls such Person; (b) is Controlled by such Person; or (c) is Controlled by the same Person who, directly or indirectly, Controls such Person. In case the Purchaser is held, directly or indirectly, by an investment entity, in addition to the above, the term Affiliate shall also include: (i) any alternative investment or co-investment fund, entity or company (including without limitation, any investment trust, limited partnership or general partnership) Controlled or managed by such investing entity; (ii) any successor investment fund, vehicle or company of the investing entity; and (iii) any Person that, directly or indirectly Controls, is Controlled by or is under the common Control with any Person referred in (i) and (ii) above. In relation to a Person who is a natural person, Affiliate shall mean any other Person who is a "Relative" of such Person and any other Person which at such time is, directly or indirectly, in Control of, Controlled by, or under the common Control with such Person or his Relative.

"**Aggregate Purchase Consideration**" shall have the meaning ascribed to such term in the Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*).

"**Aggregate Sale Shares**" means the aggregate number of Equity Shares, Series Seed CCPS, Series A CCPS held by the Sellers, as set out as set out in Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*).

"**Agreed Form**" shall mean, in relation to any document, that document is in a form as agreed between the Purchaser and the relevant Sellers, in writing, with such amendments as agreed in writing between the Purchaser and the relevant Sellers from time to time.

"**Agreement**" shall mean this share purchase agreement, together with the Schedules and Annexures hereto, as may be amended, modified or supplemented from time to time, in accordance with its terms.

"**Anti-Corruption Laws**" means any anti-corruption law of a jurisdiction in which the Group Company or the Sellers carry out their business, which is otherwise applicable to the relevant Party, including the (Indian) Prevention of Corruption Act, 1988, the (U.S.) Foreign Corrupt Practices Act of 1977 ("**FCPA**"), the (U.K.) Bribery Act, 2010, the Singapore Prevention of Corruption Act (Cap. 241), the U.S. Internal Revenue Code of 1986 (as applicable), and where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials.

"**Applicable Law**" shall mean any statute, law, regulation, ordinance, code, rule, judgment, notification, rule of common law, order, decree, bye-law, notice, approvals, directive, guideline, requirement or other restriction issued by any Governmental Authority, or any similar form of decision of, or determination by, or any interpretation, policy or administration or order issued by any Governmental Authority and having the force of law, whether in effect as of the Execution Date or thereafter.

"**AP Act**" shall mean the Apprentices Act, 1961.

"**AP Rules**" shall mean the Apprentices Rules, 1992.

"**Assets**" shall mean assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned or leased by a Person from time to time, including receivables, securities, accounts and note receivables, real estate, trademarks, brands, other intellectual property, raw materials, inventory, furniture, fixtures, plants, machinery, equipment and insurance.

"**Basket Threshold**" shall have the meaning ascribed to such term in Clause 9.5(d) of this Agreement.

"**Big 4 Accounting Firms**" shall mean any of Deloitte Touche Tohmatsu, Ernst & Young, PricewaterhouseCoopers or KPMG or any of their network organisations in India.

"**Board**" with respect to any company shall mean its board of directors of such company.

"**Business**" shall mean the business of developing and operating a technology platform for facilitating financial products and services for the salaried workforce of the Company's clients and any other business that the Company or its subsidiaries may engage in from time to time.

"**Business Days**" shall mean any day (other than a Saturday or a Sunday or a public holiday) on which banking institutions in Mumbai, India, Bangalore, India, New York, USA and Mauritius are open for banking transactions.

"**Buyback**" shall mean the buyback of the Buyback Securities by the Company from the Buyback Shareholders subject to and in accordance with Act.

"**Buyback Securities**" shall mean such number of Equity Shares, Series Seed CCPS, Series A CCPS and the Series B CCPS of the Company held by the Buyback Shareholders in the manner as set forth in Schedule 3 (*Details of BuyBack Shareholders and BuyBack Securities*).

"**Buyback Shareholders**" shall mean the list of Shareholders of the Company set forth in Schedule 3 (*Details of BuyBack Shareholders and BuyBack Securities*).

"**CGST Act**" means the Central Goods and Services Tax, 2017, as may be amended or supplemented from time to time (and any successor provisions), including any statutory modifications, amendments or re-enactment thereof, together with all applicable by-laws, rules, regulations, orders, circulars, ordinances, directions issued thereunder.

"**Charter Documents**" shall mean, with respect to a Person, the articles of association and memorandum of association, or similar organizational or incorporation documents of such Person.

"**Class A OCRPS**" means the optionally convertible redeemable preference shares of face value of INR 30 (Indian Rupees Thirty) and premium of INR 10,660 (Indian Rupees Ten Thousand Six Hundred and Sixty) and having rights as set out in the Company Shareholders Agreement.

"**Class B OCRPS**" means the optionally convertible redeemable preference shares of face value of INR 30 (Indian Rupees Thirty) and premium of INR 10,660 (Indian Rupees Ten Thousand Six Hundred and Sixty) and having rights as set out in the Company Shareholders Agreement.

"**Closing**" shall mean the completion of the sale and purchase of the Aggregate Sale Shares and consummation of any other transactions or execution of any other instrument or doing of any other action, deed or thing as contemplated to be completed on Closing/Closing Date under this Agreement.

"**Closing Date**" shall have the meaning ascribed to such term in Clause 6.1 of this Agreement.

"**Company Charter Documents**" shall mean, collectively, the memorandum of association and the articles of association of the Company.

"**Conditions Precedent**" means, collectively, the Sellers' Conditions Precedent and the Founders' Conditions Precedent.

"**Confidential Information**" shall have the meaning ascribed to the term in Clause 12.1(a) of this Agreement.

"**Consents**" shall mean any approval, consent, ratification, waiver, notice or other authorization of or from or to any Person, including Governmental Authorities, banks and financial institutions that may be required for: (a) the execution of this Agreement; (b) the consummation of the transactions contemplated under this Agreement; or (c) carrying on the Business in accordance with Applicable Law and Contracts.

"**Continuing Provisions**" shall have the meaning ascribed to such term in Clause 10.3(a) (*Effect of Termination*) of this Agreement.

"**Contract**" shall mean, with respect to a Person, any agreement, contract, obligation, promise, understanding, subcontract, lease, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, whether written or oral or express or implied, entered into by such Person, and in each case which is enforceable under Applicable Law.

"**Control**" along with its grammatical variations shall means, with respect to a Person, the power or right to: (a) directly or indirectly, direct or cause the direction of the management or policy decisions of such Person; (b) directly or indirectly, appoint or remove a majority of the directors (or equivalent managing personnel) of such Person, in each case, by a Person or Persons, whether acting individually or in concert, including any right arising by virtue of ownership of voting securities or management rights or Contract or otherwise; or (c) control, whether acting by itself or jointly together with another Person, more than 50% (fifty per cent) of the voting rights or the issued and paid up share capital of such Person.

"**CP Completion Notice**" shall have the meaning ascribed to such term in Clause 4.3 of this Agreement.

"**Definitive Agreements**" shall mean: (a) this Agreement; (b) the WIPL Share Subscription Agreement; (c) the Founder Employment Agreements; (d) the employment agreements to be executed by and between each of the Key Employees of the Company and the Company (the "**Key Employee WIPL Employment Agreements**"); (e) addendum to the consultancy agreement dated June 14, 2022 executed between the Company and Gautam Chainani, to be executed by the Company prior to the Closing; (f) the deed of adherence to the shareholders' agreement dated December 24, 2022 by and amongst inter alios the Purchaser and its shareholders, to be executed inter alia amongst the Purchaser and the Sellers; and (g) any other agreement, instrument, document or Contract identified by the Parties hereto.

"**Designated Bank Account**" shall mean the designated bank accounts of the Sellers as set out in Schedule 12 (*Designated Bank Account*).

"**De-Minimis Loss**" shall have the meaning ascribed to such term in Clause 9.5(d) of this Agreement.

"**Disclosing Party**" shall have the meaning ascribed to the term in Clause 12.1(c)(i) (*General Obligations*) of this Agreement.

"**Disclosure Schedule**" means the disclosure schedule provided by the Founders to the Purchaser containing the specific disclosures made by the Founders with respect to the specific Founder Warranties (other than Fundamental Warranties) in the format as provided in Schedule 11 (*Disclosure Schedule*) and as may be acceptable to the Purchaser.

"**Dispute**" shall have the meaning ascribed to such term in Clause 11.2(a) (*Dispute Resolution*) of this Agreement.

"**Dispute Notice**" shall have the meaning ascribed to such term in Clause 9.6(a)(ii) of this Agreement.

"**Encumbrance**" shall mean:

(a) any mortgage, charge (whether fixed or floating), pledge, equitable interest, lien, hypothecation, assignment, title retention, security interest, right of any kind securing or conferring any priority of payment in respect of any obligation of any Person; including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, or a Contract to give or refrain from giving any of the foregoing, including any restrictions imposed under Applicable Law or Contract on the transferability of securities;

(b) any proxy, power of attorney, voting trust, Contract, arrangement, interest, option, right of set off, right of first offer, refusal or Transfer restriction in favour of any Person, but shall not include proxies issued in terms of the Company Charter Documents;

(c) any adverse claim as to title, possession or use, conditional sale Contract, co-sale Contract, trust (other title exception of whatsoever nature), including, without limitation, any adverse judgement, order or ruling of any court or arbitral tribunal; or

(d) other commitment, restriction, limitation of any kind or nature whatsoever including restriction on use, receipt of income or exercise of any other attribute of ownership;

and the term "**Encumber**" shall be construed accordingly.

"**Employee Company Employment Agreement**" means the employment agreement proposed to be executed by and between the employees of the Company and the Company.

"**Equity Shares**" shall mean equity shares of the Company having a par value of INR 10 (Indian Rupee Ten) per equity share and one vote per share.

"**Existing Company Transaction Documents**" shall mean: (a) the shareholders' agreement dated July 23, 2022 by and among, *inter alios*, the Company, the Founders and the Sellers together with any and all deeds of adherence executed thereto (the "**Company Shareholders Agreement**"); (b) the share subscription agreement executed by the Company, the Founders and the other Shareholders in relation to the issuance of the Equity Shares and Preference Shares of the Company (collectively, the "**Subscription Agreements**"); (c) the existing Company Charter Documents; and (d) any other document, instrument, agreement or Contract executed by and among the Company and its Shareholders with respect to the operations, management and governance of the Company executed from time to time.

"**Fair Market Value**" shall mean the fair market value arrived at by a Big 4 Accounting Firm or a Category I merchant banker registered with the Securities and Exchange Board of India appointed by the Purchaser.

"**Financial Year**" means the period from 1 April of a particular calendar year up to 31 March of the following calendar year, inclusive of both days.

"**FIRMS**" means Foreign Investment Reporting and Management System.

"**Founder Employment Agreements**" means the employment agreement to be executed between the Company and each of the Founders in relation to the employment of the Founders with the Company.

"**Founder Indemnification Events**" shall have the meaning ascribed to such term in Clause 9.1(b) of this Agreement.

"**Founder Indemnifying Party**" shall have the meaning ascribed to such term in Clause 9.1(b) of this Agreement.

"**Founder Warranties**" shall have the meaning ascribed to such term in Clause 8.2 of this Agreement.

"**Founders' Conditions Precedent**" means the conditions precedent to be fulfilled by each Founder and the Company as set forth in Part B (*Founders' Conditions Precedent*) of Schedule 4 (*Conditions Precedent*).

"**Fully Diluted Basis**" shall mean the assumption that any preference shares, CCPS, debentures, notes, options (including employee stock options), warrants, Contracts, rights, instruments and securities granting the right, whether compulsorily or otherwise, to exchange for, convert into or otherwise acquire or subscribe to Equity Shares, and which are outstanding as on the date of calculation, have been so exercised and exchanged for or converted into or acquired or subscribed to the applicable Equity Shares and all Equity Shares issuable pursuant to contractual or other obligations have been issued.

"**Fundamental Warranties**" shall mean the warranties set forth in Paragraphs 1 (*Accuracy of Information*), 2 (*Corporate Status and Authority of the Company*) (other than paragraph 2.3 of Schedule 9 (*Founder Warranties*)), 3 (*Authorisations*), 4 (*Share Capital and Shareholding*), 5 (*Structure*) and 19 (*Sanctions, Anti-Money Laundering and Anti-Corruption Laws*) of Schedule 9 (*Founder Warranties*).

"**Governmental Authority**" shall mean any entity, authority or body exercising executive, legislative, judicial, regulatory, statutory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the nation or any political subdivision thereof, or of any other jurisdiction relevant to the Person of its business or the transactions contemplated under this Agreement, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of the central bank).

"**Group Company**" shall mean the Company and its Subsidiaries.

"GST Act" means, collectively or individually, CGST Act, IGST Act, UTGST Act and respective state goods and services acts as may be amended or supplemented from time to time (and any successor provisions), including any statutory modifications, amendments or re-enactment thereof, together with all applicable by-laws, rules, regulations, orders, circulars, ordinances, directions issued thereunder.

"Identified Preference Shares" means: (a) 1,754 (one thousand seven hundred and fifty four) Series Seed CCPS; (b) 20,460 (twenty thousand four hundred and sixty) Series A CCPS; and (c) 80 (eighty) Series B CCPS held by the Purchaser.

"IGST Act" means Integrated Goods and Services Tax Act, 2017, as may be amended or supplemented from time to time (and any successor provisions), including any statutory modifications, amendments or re-enactment thereof, together with all applicable by-laws, rules, regulations, orders, circulars, ordinances, directions issued thereunder.

"**Income Tax Act**" means the (Indian) Income Tax Act, 1961, and the Income Tax Rules, 1962, circulars and any statutory modification or re-enactment or amendments thereto for the time being in force together with all applicable by-laws, rules, regulations, orders, ordinances, policies, directions and the likes issued thereunder.

"**Indebtedness**" shall mean with respect to any Person, all indebtedness of such Person (whether present, future or contingent) and includes without limitation: (a) all liabilities or obligations of such Person for borrowed money or with respect to advances of any kind; (b) all obligations of such Person for the deferred purchase price of property, Assets (including equity shares, business etc.) and goods or services (including machinery creditors and letters of credit); (c) all indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise to be secured by), any Encumbrance on the property of such Person; (d) all guarantees and sureties issued by such Person; (e) any other debt on account of receivables of other bills that have been discounted; and (f) all obligations of such Person evidenced by bonds, debentures, notes or similar debt instruments.

"**Indemnification Claim**" shall have the meaning ascribed to such term in Clauses 9.6(a)(i) (*Direct Claims*) of this Agreement.

"**Indemnification Event**" shall have the meaning ascribed to such term in Clause 9.6(a)(i) (*Direct Claims*) of this Agreement.

"**Indemnification Notice**" shall have the meaning ascribed to such term in Clause 9.6(a)(i) (*Indemnification Procedures*) of this Agreement.

"**Indemnifying Party**" shall mean the Seller Indemnifying Party or Founder Indemnifying Party, as the case may be. For clarity: (a) with respect to a Seller Indemnification Event, the Indemnifying Party shall be the Seller Indemnifying Party (with respect to itself and not the other Seller); or (b) with respect to a Founder Indemnification Event, the Indemnifying Party shall be the Founder Indemnifying Parties.

"**Indemnity Call Option**" shall have the meaning ascribed to such term in Clause 9.5(c)(i) of this Agreement.

"**Indemnity Cap**" shall have the meaning ascribed to such term in Clause 9.5(b) of this Agreement.

"**Indian GAAP**" shall mean the generally accepted accounting principles used in India.

"**Intellectual Property**" shall mean all (registered and unregistered) trademarks, trade names, service marks, internet domain name registrations, patents, designs and copyrights (including any registrations or pending applications for registration of any of the foregoing), trade secrets, confidential information, inventions, processes, formulae, technology including without limitation, software programs, algorithms, applications, information systems, databases, data systems, spatial systems including global positioning system based tracking systems (by whatever name called), hardware designs and a combination of any or all of the above, technical data, information and know-how, and all licenses or other rights relating to any of the foregoing that are attributable to the Company including in relation to the conduct, or use of the operations of the Company.

"**Karnataka PT Act**" shall mean the Karnataka Tax on Professions, Trades, Callings and Employments Act, 1976.

"**Karnataka S&E Act**" shall mean the Karnataka Shops and Commercial Establishment Act, 1961.

"**Key Employees**" shall mean the employees of the Company set out under Schedule 14.

"Litigation" shall mean any action, notice, suit, proceeding, claim, arbitration, complaint, investigation or resolution of any nature whatsoever, whether existing or threatened in writing, by or on behalf of any Governmental Authority, employee, labour, workman, consumers, suppliers, customers, lessors.

"**Long Stop Date**" shall mean September 30, 2024 or such other extended date as mutually agreed by the Purchaser, the Founders and the Sellers, in writing.

"**Loss**" or "**Losses**" shall mean any and all direct losses, liabilities, obligations, claims, demands, actions, suits, judgments, awards, fines, penalties, Taxes, fees, settlements and proceedings, expenses, damages (whether or not resulting from Third Party Claims), charges, any balances, refunds, remedial or alternate services or benefits of like nature, whether claimed, paid out or otherwise accrued, costs (including costs of investigation, remediation or other response actions), interests, penalties, reasonable out-of-pocket expenses, reasonable attorneys' and accountants' fees and disbursements in connection therewith and does not include any indirect, special, consequential, unforeseeable or remote losses and damages.

"**Maharashtra PT Act**" shall mean the Maharashtra State Tax on Professions, Trades, Callings and Employments Act, 1975.

"**Material Adverse Change**" shall mean any event, occurrence, fact, condition, change, development or effect (including but not limited to change in Applicable Law) that, either individually or in the aggregate, would: (a) materially impact the Business including without limitation basis any show cause notice or other notice received from a Governmental Authority relating to non-compliance with Applicable Laws or on account of not procuring any registration / license as may be required under Applicable Laws; (b) render the Company unable to undertake the transactions contemplated under this Agreement; (c) render the Parties unable to undertake the transactions contemplated under this Agreement or any other Definitive Agreement to which it is a party; or (d) have a material adverse impact on the validity, legality or enforceability of the rights or remedies of the Purchaser under this Agreement and/or any other Definitive Agreements to which it is a party.

"**Money Laundering Laws**" means all anti-money laundering laws, rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency, applicable to the relevant Party, including but not limited to the (Indian) Prevention of Money Laundering Act 2002, as amended, the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, the U.S. Money Laundering Control Act of 1986, the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act, Chapter 65A of Singapore, and the Terrorism (Suppression of Financing) Act, Chapter 325 of Singapore, and any related or similar Applicable Law issued, administered or enforced by any Governmental Authority having jurisdiction on the relevant party (in each case as supplemented, amended, re-enacted or replaced from time to time).

"**NDI Rules**" mean means Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and the Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019, as amended from time to time.

"**New Dispute**" shall have the meaning ascribed to such term in Clause 11.2(h) (*Dispute Resolution)* of this Agreement.

"**Nominee Share**" means 1 (one) Equity Share held by the Purchaser.

"**Ongoing Arbitration**" shall have the meaning ascribed to the term in Clause 11.2(h) (*Dispute Resolution*) of this Agreement.

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

(i) recurring in nature and are taken in the ordinary course of the Person's normal day to day operations;

(ii) taken in compliance with Applicable Laws, the Charter Documents of such Person and past and existing policies of such Person; and

(iii) similar in nature and magnitude to actions customarily and previously taken in the ordinary course of the Person's normal day to day operations.

"**Person**" shall mean and include shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.

"**POSH Act**" shall mean The Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013.

"**Preference Shares**" shall mean the Series Seed CCPS, the Series A CCPS and the Series B CCPS, issued by the Company in accordance with the terms of the Company Charter Documents, Applicable Laws and the Existing Company Transaction Documents (*as defined hereinbelow).*

"**Proprietary Rights**" means and includes, collectively or individually, all rights in the nature of intellectual property, including but not limited to patents, copyrights, trademarks, designs, right in logos, trade and service marks (whether or not filed, perfected, registered or recorded and whether now or hereafter existing), filed issued or acquired. It shall also include: (a) trade secrets, technology (including mobile applications), customer data and know-how; (b) confidential information; (c) internet domain names and / or addresses; and (d) all other intellectual, information or proprietary rights anywhere in the world including rights of privacy and publicity, rights to publish information and content in any media.

"**Purchaser ESOP Grant Letter(s)**" shall mean the letter granting the Founders and / or the Key Employees, employee stock options issued by the Purchaser further to the employment agreements executed by and between such Founders and / or the Key Employees with the Company.

"**Purchaser Indemnified Persons**" shall have the meaning ascribed to such term in Clause 9.1(a) (*Right to Indemnification*) of this Agreement.

"**Purchaser Nominees**" shall mean the nominees of the Purchaser to be appointed as directors to the Board at Closing.

"**Purchaser Warranties**" shall have the meaning ascribed to such term in Clause 8.3 of this Agreement.

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

"**Registrar**" shall have the meaning ascribed to such term under the Act.

"**Related Party**" shall have the meaning ascribed to such term under the Act.

"**Relative**" shall have the meaning ascribed to such term under the Act.

"**Representatives**" shall have the meaning ascribed to such term in Clause 12.1(c)(iv) of this Agreement.

"**Respective Aggregate Purchase Consideration**" shall mean the aggregate consideration payable to each Seller in respect of its Respective Aggregate Sale Shares as set out in Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*).

"**Respective Aggregate Sale Shares**" shall mean: (a) with respect to Seller 1, such number of Equity Shares and Preference Shares as set out in Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*); and (b) with respect to Seller 2, such number of Equity Shares and

Preference Shares as set out in Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*).

"**Retained Cash Amount**" shall mean in connection with the relevant Seller, its Respective Aggregate Purchase Consideration *minus* Subscription Amount.

"**RPD Act**" shall mean the Rights of Persons with Disabilities Act, 2006.

"**RPD Rules**" shall mean the Rights of Persons with Disabilities Rules, 2017.

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

"**Sanctioned Person**" means any Person that is: (a) listed on a Sanctions List; (b) directly or indirectly controlled (whether by ownership or voting rights) or, managed by any one or more Persons listed on a Sanctions List; (c) located or resident in, or incorporated or organised under the laws of, a country,region or territory that is the subject of country-wide, region-wide or territory- wide Sanctions; or (d) otherwise a subject of Sanctions.

"**Sanctions**" means any economic or financial sanctions, restrictive measures, trade embargoes, or other similar laws or regulations, enacted, promulgated, implemented, administered, or enforced by any Sanctioning Body.

"**Sanctions List**" means the 'Specially Designated Nationals and Blocked Persons' list maintained by OFAC, the Consolidated List of Financial Sanctions Targets maintainedby His Majesty's Treasury and any similar list maintained by any Sanctioning Body.

"**Sanctioning Body**" means any of the United Nations Security Council and any government authority, department or representative authority or body from time to time of the European Union, the member states of the European Union, the United Kingdom (including His Majesty's Treasury and the Department for Business, Energy and Industrial Strategy), the United States (including the United States Department of the Treasury's Office of Foreign Assets Control, the United States Departments of State or Commerce, or the United States Department of State), the Republic of India and any jurisdiction in which the Company, Group Company and/or any Affiliate of the Company is incorporated in, or in which it has operations or conducts in business.

"**Section 281 Report**" means a report from a Big 4 Accounting Firm (along with a reliance letter), which can be relied upon by the Purchaser, in a form and manner mutually agreeable between the Purchaser and the Seller stating the status of pending tax proceedings against the relevant Seller under the Income Tax Act, dated not earlier than 3 (three) days prior to the Closing Date.

"**Securities**" means the Equity Shares, Series Seed CCPS, Series A CCPS, Class A OCRPS and Class B OCRPS, membership interests or other ownership interests in the Company and any other options, warrants, convertible preference shares, convertible debentures, convertible notes, foreign currency convertible bonds, share/stock options (whether vested or not), loans or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, Equity Shares, Preference Shares, membership interests or other ownership interests in the Company (whether or not such derivative securities are issued by the Company and whether or not currently convertible, exercisable or exchangeable).

"**Seller Material Adverse Change**" shall mean any event, occurrence, fact, condition, change, development or effect (including but not limited to change in Applicable Law) that, either individually or in the aggregate, would: (a) render the Sellers unable to undertake the transactions contemplated under this Agreement or any other Definitive Agreement to which it is a party; or (b) have a material adverse impact on the validity, legality or enforceability of the rights or remedies of the Purchaser under this Agreement and/or any other Definitive Agreements to which it is a party.

"**Seller Indemnification Events"** shall have the meaning ascribed to such term in Clause 9.1(a) of this Agreement.

"**Seller Indemnifying Party**" shall have the meaning ascribed to such term in Clause 9.1(a) of this Agreement.

"**Seller Tax Warranties**" shall mean the warranties set forth in Paragraph 3 of Schedule 8 (*Seller Warranties*).

"**Seller Warranties**" shall have the meaning ascribed to such term in Clause 8.1 of this Agreement.

"**Sellers' Conditions Precedent**" means the conditions precedent to be fulfilled by each Seller as set forth in Part A (*Sellers' Conditions Precedent*) of Schedule 4 (*Conditions Precedent*).

"**Series A CCPS**" means the 21,170 (Twenty One Thousand One Hundred and Seventy) compulsorily convertible preference shares of face value of INR 30 (Indian Rupees Thirty) and premium INR 32,606.52 (Indian Rupees Thirty Two Thousand Six Hundred Six and Fifty Two Paise) and having rights as set out in the Company Shareholders Agreement.

"**Series B CCPS**" means the 1,20,080 (One Lakh Twenty Thousand and Eighty) compulsorily convertible preference shares of INR 10 (Indian Rupees Ten) and having rights as set out in the Company Shareholders' Agreement.

"**Series Seed CCPS**" shall mean 4,212 (Four Thousand Two Hundred and Twelve) compulsorily convertible preference shares of face value of INR 10 (Indian Rupees Ten) and premium INR 10,680 (Indian Rupees Ten Thousand Six Hundred and Eighty) and having rights as set out in the Company Shareholders Agreement.

"**Shareholders**" shall mean the shareholders of the Company, from time to time.

"**Share Capital**" shall mean the total issued, subscribed and paid-up share capital of the Company calculated on a Fully Diluted Basis.

"**SIAC Rules**" shall have the meaning ascribed to such term in Clause 11.2(c) of this Agreement.

"**Specific Indemnity Items**" shall mean the items set forth in Schedule 13 (Specific Indemnity Items).

"**Subscription Amount**" shall have the same meaning as defined under WIPL Share Subscription Agreement in respect of each of the Sellers.

"**Subscription Price**" shall have the same meaning as defined under the WIPL Share Subscription Agreement.

"**Subsidiary**" means Zeo Fin Capital Private Limited, a private limited company incorporated under the Act, having its registered address at 1st Floor, 101 to 104, Anand House Premises Co-Op. Society Ltd. 13th Road, Off. Linking Road, Khar (West), Mumbai, Maharashtra, India - 400052 and any shall include any other subsidiary (as such term is defined under the Act) of the Company, whether currently in existence or which comes into existence at a later point in time.

"**Tax**" or "**Taxes**" shall mean and include all forms of taxation and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, duties (including, without limitation, goods and service tax, customs duties, stamp duties, corporate income tax, gift tax, indirect taxes, dividend distribution tax, tax collection at source (TCS) and equalisation levy, tax related to license, franchise, profits, real property, personal property, sales, use, transfer, registration, securities transaction tax), contributions and levies, together with any interest, penalties, fees, surcharge, cess or fines, in each case, wherever and whenever imposed, due, levied, whether disputed or not, in any relevant jurisdiction and all penalties, charges, costs and interest relating thereto and, without limitation, all employment taxes (including but not limited to payroll, employment, unemployment, severance, occupation, social security or similar disability) and any deductions or withholdings payable in the capacity of a tax payer, withholding agent or representative assessee pursuant to any Contract or obligation.

"**Taxation Authority**" means any tax, revenue or fiscal authority and/or any other statutory or other governmental (local or central), state, federal, provincial, regional or municipal authority, body, court, tribunal or official whatsoever (within India) competent to impose any liability in respect of Taxes or responsible for the administration and/or collection of Taxes or enforcement of any Applicable Law in relation to Taxes.

"**Tax Claim**" shall have the meaning ascribed to such term in Clause 9.6(c) of this Agreement.

"**Tax Computation**" shall mean a letter obtained by the Seller from a Big 4 Accounting Firm (along with a reliance letter) which can be relied upon by the Purchaser, in a form and manner mutually agreeable between the Purchaser and the Seller stating the aggregate amount of capital gains tax (if any) on sale of the Respective Aggregate Sale Shares as per the Income Tax Act , which shall include: (a) the manner of computation of capital gains/loss arising on the Aggregate Sale Shares (including the computation of withholding tax amount as required to be withheld by the Purchaser in accordance with the provisions of the Income Tax Act; and (b) details of supporting documents referred by the Big Four Firm to arrive at the cost and transfer expenses.

"**Tax Indemnifying Notice**" shall have the meaning ascribed to such term in Clause 9.6(c)(i) of this Agreement.

"**Tax Injunctive Order**" shall have the meaning ascribed to such term in Clause 9.6(c)(v) of this Agreement.

"**Tax Notice**" shall have the meaning ascribed to such term in Clause 9.6(c)(i) of this Agreement.

"**Tax Warranties**" shall mean the warranties set forth in Paragraph 12 of Schedule 9 (*Founder Warranties*).

"**Third Party**" shall mean any Person who is not a Party to this Agreement.

"**Third Party Claim**" shall have the meaning ascribed to such term in Clause 9.6(b)(i) (*Third Party Claims*) of this Agreement.

"**Third Party Notice**" shall have the meaning ascribed to such term in Clause 9.6(b)(i) (*Third Party Claims*) of this Agreement.

"**TP Act**" shall mean the Transgender Persons (Protection of Rights) Act 2019.

"**TP Rules**" shall mean the Transgender Persons (Protection of Rights) Rules, 2020.

"**Transfer**" shall mean selling, giving, gifting, assigning, conveying, ceding, transferring any interest in trust, creating or releasing an Encumbrance, mortgaging, alienating, granting a security interest in, amalgamating, merging or suffering to exist (whether by operation of Applicable Law or otherwise) on, or in any other way disposing-off (by transfer of an economic interest, creation of derivative security or otherwise) any securities, shares or interests or any right, title or interest therein or otherwise disposing of assets, liabilities, rights, securities, shares or interests in any manner whatsoever, voluntarily or involuntarily, whether directly or indirectly, in each case with or without any monetary consideration.

"**UTGST Act**" means the Union Territory Goods and Services Tax Act, 2017, as may be amended or supplemented from time to time (and any successor provisions), including any statutory modifications, amendments or re-enactment thereof, together with all applicable by-laws, rules, regulations, orders, circulars, ordinances, directions issued thereunder.

"**Utkarsh**" means Mr. Utkarsh Sain.

"**Utkarsh SPA**" shall mean the share purchase agreement of even date executed by and between the Founders, Utkarsh and the Company.

"**WIPL ESOPs**" shall mean such employee stock options granted to the Founders aggregating to 80,53,001 (Eighty Lakhs Fifty Three Thousand and one) equity shares of the Purchaser under the employee stock option plan of the Purchaser.

"**WIPL Nominee**" means Sanjay Aggarwal or any other Person nominated by the Purchaser, details of whom will be provided by the Purchaser.

"**WIPL Share Subscription Agreement**" shall mean the share subscription agreement of even date executed by and amongst the Sellers and the Purchaser.

"**WIPL Subscription Shares**" shall 60,23,382 (Sixty Lakhs Twenty Three Thousand Three Hundred and Eighty Two) Equity Shares of the Purchaser.

"**Withholding Tax Amount**" with respect to each Seller shall mean the amount of Tax, as determined by a Big 4 Accounting Firm in the Tax Computation provided by such Seller, as required to be withheld by the Purchaser in accordance with the provisions of the Income Tax Act.

1.2 **Interpretation**

Unless the context of this Agreement otherwise requires:

(a) words using the singular or plural number also include the plural or singular number, respectively;

(b) words of any gender are deemed to include the other genders;

(c) reference to the word "include" and "including" shall be construed without limitation;

(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", "Schedule" and "Annexure" refers to the specified Clause, Schedule or Annexure, respectively, of this Agreement;

(f) reference to any legislation or law or any policy issued by a Governmental Authority or to any provision thereof shall include references to any such legislation, law or any policy and amendments, supplements, re-enactments or modifications made thereto from time to time after the Execution Date, and any reference to statutory provisions shall include any subordinate legislation made from time to time under that provision;

(g) the Recitals, the Schedules and Annexure hereto shall constitute an integral part of this Agreement;

(h) the headings and bold typeface used herein are for convenience of reference only and shall not affect the construction of this Agreement;

(i) reference to any document includes an amendment or supplement to, or replacement or novation of, that document, but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;

(j) any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 (*Definitions*) above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;

(k) when any number of days is prescribed in this Agreement, the same shall be reckoned exclusive of the first and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

(l) references to books, records, or other information mean books, records or other information in any form, including paper, film, electronically stored data, microfilm;

(m) all notices, demands, Consents or other communication required or permitted to be given or made under this Agreement shall be in writing. "Writing", "written" and comparable terms shall include any mode of reproducing words in a legible and non-transitory form including electronic communications, facsimile communications, but shall exclude short messaging service;

(n) time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of essence;

(o) in the absence of a definition being provided for a term, word or phrase used in this Agreement, no meaning shall be assigned to such term, word or phrase, which derogates or detracts from the intent of this Agreement and the intent of the Parties in any manner;

(p) the words "directly or indirectly" mean directly, or indirectly through one or more intermediary Persons, or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;

(q) reference in this Agreement to a Person's knowledge shall mean the actual knowledge of such Person and what such Person ought to have known on account the roles and responsibilities in the Company;

(r) if any provision in Clause 1.1 (*Definitions*) or 1.2 (*Interpretation*) is a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to such provision as if it were a substantive provision in the body of this Agreement;

(s) where any obligation is imposed on or in relation to the WIPL Nominee, it shall be deemed to be the obligation of the Purchaser and the Purchaser shall ensure that the WIPL Nominee performs its obligations; and

(t) no provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

2. PURCHASE OF THE SALE SHARES

2.1 Subject to the terms and conditions of this Agreement, the completion of the Conditions Precedent and relying on the representations, indemnities, and covenants set out in this Agreement, the Purchaser hereby agrees and undertakes to purchase, as of the Closing Date, from each of the Sellers, and each of the Sellers agree and undertake to sell and Transfer the Aggregate Sale Shares to the Purchaser in consideration of the Aggregate Purchase Consideration in the proportion as set out in Schedule 2 (*Aggregate Sale Shares and Aggregate Purchase Consideration*). The Purchaser shall pay each of the Sellers their Respective Aggregate Purchase Consideration after deducting the Withholding Tax Amount, wherever applicable.

2.2 Each of the Sellers agree that the Respective Aggregate Sale Shares being Transferred by the Sellers shall be free from all Encumbrances, and shall be Transferred together with all rights, title and interest attached to the Respective Aggregate Sale Shares, such that the Purchaser, upon purchase of the Aggregate Sale Shares, receives full legal and beneficial ownership of the Aggregate Sale Shares and all rights, title and interest relating thereto (including the right to receive all dividends or distributions declared, made or paid with respect to the Aggregate Sale Shares on or after the Closing). Each Seller agrees that no further consideration shall be payable to it for the sale of the Respective Aggregate Sale Shares.

2.3 The Parties acknowledge and agree that the transactions contemplated under this Clause 2 (*Purchase of the Sale Shares*), and under this Agreement are conditional on the fulfilment of each such transaction to the satisfaction of the Purchaser. The Closing hereunder will not occur unless all the obligations set out under Clause 4 (*Conditions Precedent*) and Clause 6 (*Closing*) are complied with (in all respects to the satisfaction of the Purchaser) and are fully effective.

3. EXECUTION DATE DELIVERABLES

3.1 On the Execution Date, the Parties shall undertake the following to the other Parties:

3.1.1. the Company has delivered to other Parties the certified true copy of the resolution passed by the Board of the Company: (a) authorizing the Company to enter into, and consummate the transactions contained under this Agreement; and (b) for issuance of split share certificates to Utkarsh;

3.1.2. the Purchaser has delivered to the other Parties the certified true copy of the resolution passed by the Board of the Purchaser authorizing it to enter into, and consummate the transactions contained under this Agreement; and

3.1.3. each of the Sellers have delivered to the other Parties the certified true copy of the resolution or such equivalent corporate authorisation authorizing each of them to enter into, and consummate the transactions contained under this Agreement.

3.2 On the Execution Date, the Founders shall deliver to the Purchaser the Disclosure Schedule in Agreed Form.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Purchaser to purchase the Aggregate Sale Shares and pay the Aggregate Purchase Consideration (after deducting the Withholding Tax Amount, wherever applicable) to the Sellers on the Closing Date is subject to the fulfilment (unless waived or deferred, in writing by the Purchaser in accordance with this Agreement, to the extent permissible under Applicable Laws) of the: (a) Sellers' Conditions Precedent by the Sellers as set forth in Part A (*Sellers' Conditions Precedent*) of Schedule 4 (*Conditions Precedent*); and (b) the Founders' Conditions Precedent by the Founders as set forth in Part B (*Founders' Conditions Precedent*) of Schedule 4 (*Conditions Precedent*), in each case, in the form, manner and substance satisfactory to the Purchaser.

4.2 If at any time, any of the Founders or the Sellers become aware of any facts or circumstances that will or may prevent any of their respective Conditions Precedent from being satisfied prior to the Long Stop Date, the Founders or Sellers in respect of their respective Conditions Precedent shall promptly inform the Purchaser of such fact or circumstance in writing. The Founders and the Sellers shall co-operate fully with each other, to the extent required and as may be necessary, so as to procure the fulfilment of their relevant Conditions Precedent.

4.3 Immediately upon the fulfillment of the relevant Conditions Precedent: (a) each Seller shall, severally; and (b) the Founders shall, jointly, deliver to the Purchaser a letter, in the form set out in Schedule 5 (*Form of CP Completion Notice*) and enclose all such documentary evidence as is available to the Founders and the Sellers to support the statements in such letter, confirming that the relevant Conditions Precedent set out therein have been fulfilled (unless waived or deferred, in writing by the Purchaser in accordance with this Agreement, to the extent permissible under Applicable Laws) (each such notice, a "**CP Completion Notice**").

4.4 Within 5 (five) Business Days of receiving the respective CP Completion Notice, the Purchaser shall intimate the Founders and the Sellers of its satisfaction or dissatisfaction (along with appropriate reasons for its dissatisfaction), as the case may be, with the fulfilment of their relevant Conditions Precedent. In case the Purchaser notifies its dissatisfaction with the fulfillment of: (a) any of the Sellers' Conditions Precedent, the relevant Seller shall fulfill the relevant Seller Condition Precedent; and (b) any of the Founders' Conditions Precedent, the Founders shall, jointly, fulfill the relevant Founders' Condition Precedent, in each case, within 5 (five) Business Days (or such other time period as agreed between the Purchaser and the Founders and / or the relevant Seller, in writing) from receipt of such notice from the Purchaser and shall provide to the Purchaser all requisite documents evidencing rectification of such Conditions Precedent. Upon rectification of such Conditions Precedent to the satisfaction of the Purchaser, such concerned Party (being the Founders or any of the Sellers, as the case may be) would be required to reissue the CP Completion Notice in relation to the rectified Conditions Precedent and the process set out under Clauses 4.3 and 4.4 shall be repeated in respect of such concerned Party (being the Founders or any of the Sellers, as the case may be). Subject to Clause 4.5 (*Waiver of Conditions Precedent*) below, the Closing shall not take place until the completion of all the Conditions Precedents by the Founders and the Sellers to the satisfaction of the Purchaser.

4.5 <u>Waiver of Conditions Precedent</u>.

4.5.1. The Parties agree that the Purchaser may at any time after the Execution Date issue a notice to the Company, the Founders and /or the Sellers waiving (to the extent permissible under Applicable Law) any and / or all the Conditions Precedent, which have not been fulfilled as on the date of such notice and require the Company, the Founders and / or the Sellers to undertake such actions in the manner set out in Clause 6 (*Closing*) in respect of themselves.

4.5.2. If any of the Conditions Precedent are not fulfilled (or waived in writing by the Purchaser) on or before the Long Stop Date, the Purchaser shall be entitled to terminate this Agreement (other than the Continuing Provisions) in accordance with Clause 10.2

(*Termination*) and no Party shall have any claim against any other Party under it, save for any claim arising from any antecedent breach, or under the Continuing Provisions.

4.6. The Founders shall, and the Founders shall ensure that the Company shall provide all such information and co-operation in relation to the Transfer of the Aggregate Sale Shares as may be requested by the Purchaser.

5. CONDUCT PRIOR TO CLOSING

5.1 Subject to Clause 5.3 (*Standstill Obligations*) below, from the Execution Date and until the Closing Date, the Founders shall ensure that the Company conducts and operates the Business in Ordinary Course.

5.2 From the Execution Date and until the Closing Date, the Founders shall ensure that the Company shall, subject to Applicable Law give the Purchaser, its employees and its Representatives access, upon prior written notice, during normal business hours and at its own cost, to the books of accounts, minutes of the meeting of the Board of the Company and any other information in relation to the Business and operations of the Company and the transaction contemplated hereunder

5.3 **Standstill Obligations**

From the Execution Date and until the Closing Date, without the prior approval of the Purchaser, the Founders shall ensure that the Company shall not:

(a) effect a change in the capital structure of the Company (save and except any change as contemplated under the Definitive Agreements), issue any securities, including by way of granting of performance linked options to the employees or effect any scheme of amalgamation, arrangement, reorganization, liquidation, winding up or dissolution;

(b) enter into any Contract or arrangement for the transfer or divestment of the whole or part of the Business undertaking, or discontinue or threaten to discontinue the Business or shutdown or threaten to shut down the operations of the Company;

(c) take any action or enter into any transaction that could reasonably be expected to result in a material change in the scope, nature or activities of the Business;

(d) use internal accruals for any purpose other than for BuyBack;

(e) enter into any new Contract and/ or arrangement with a Related Party or undertake any change to the existing arrangements and/ or Contract with a Related Party;

(f) incur any Indebtedness;

(g) Transfer or create an Encumbrance or interest in favour of any Person in any of the Assets, property, Contracts or rights;

(h) directly or indirectly declare, pay, make or otherwise effectuate any dividend distributions, redemptions, repurchases or other transactions involving any securities of the Company or make any payouts, in any manner whatsoever;

(i) appoint, terminate the employment of (except in case of misconduct, fraud or commission of an offence involving moral turpitude) or amend the terms of appointment (including compensation structure) of any Key Employee;

(j) (i) enter into any profit sharing arrangement with the employees; or (ii) implement or make a commitment to offer any performance incentive or employee stock option plan; or (iii) make any payment of or make any commitment to pay one time bonuses to any employees of the Company; or (iv) make any commitment to make any payments to the employees of the Company which are not in Ordinary Course;

(k) incur any capital or operating expenditure exceeding INR 25,00,000 (Indian Rupees Twenty Five Lakhs) in aggregate;

(l) amend the Company Charter Documents;

(m) perform or enter into any settlement agreements or arrangement with any trade or labour unions;

(n) enter into any material Contracts, or amend, modify or terminate any material Contract, other than in the Ordinary Course on terms that are no more onerous on the Company as compared to the previous terms of such material Contract, or (in case of new material Contracts) the terms of any similar material Contracts;

(o) make or change any election in respect of any Taxes, adopt or change any accounting method in respect of any Taxes, file any Tax returns or any amendment to a Tax return, settle any claim or assessment in respect of any Taxes or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any Taxes;

(p) initiate or settle any Litigations with any Person;

(q) acquire any interest in any Person, including any Assets, securities, partnership interest or other interest in such Person or contract to do so;

(r) provide any loans or advances or incur, issue, assume, extend or guarantee any obligations, other than in the Ordinary Course;

(s) adoption of financial statements of the Company;

(t) make any decisions relating to any Reserved Matters (as such term is defined in the Company Shareholders Agreement); and

(u) change its auditors or accounting policies.

5.4 Clause 5.3 (*Standstill Obligation*) shall not operate so as to restrict or prevent:

(a) any matters contemplated in this Agreement (including any actions undertaken by the Company to satisfy the Conditions Precedent);

(b) any matter, act or conduct required by Applicable Law or any Governmental Authority; and

(c) payment of any due or any Tax.

5.5 From the Execution Date to the Closing Date, the Founders shall on becoming aware of the existence of a Material Adverse Change relating to the Company and / or the Business, shall immediately notify the Purchaser in writing and shall provide all information in its possession in relation to the Material Adverse Change to the Purchaser.

5.6 **Exclusivity**

From the Execution Date and till the earlier of the Closing Date or the termination of this Agreement prior to the Closing Date, each of the Company, the Founders and the Sellers, in respect of itself, hereby:

(a) agree not to enter into any Contract or arrangement with any Person which enables such Person to govern the decision making in the Company;

(b) agree and undertake that none of them shall take, directly or indirectly, any action to initiate, assist, solicit, discuss, negotiate or accept any offer or inquiry from any Person (other than the Purchaser and their respective representatives) to: (i) acquire the Securities of the Company (either through a fresh allotment or secondary transfer or any merger, consolidation or amalgamation) or transfer any of the Assets; (ii) reach any agreement or understanding (whether or not such agreement or understanding is written, absolute, revocable, binding, contingent or conditional) for, or otherwise attempt to consummate any transaction concerning the Company and/ or the Business; or (iii) furnish or cause to be furnished any information with respect to the Company, if any, to any Person (other than the Purchaser and their respective representatives) who the Company, the Founders or the Sellers or any such representatives know, is in the process of considering any proposal to acquire, in whole or in part, any of the shares of the Company, and / or the Business or any of the Assets, except as contemplated hereunder; and

(c) confirms that they shall suspend all discussions or arrangements with any other Person in relation to any investment in the Company, and that no Person, other than the Purchaser under this Agreement, has any right or entitlement granted by the Company, the Founders or the Sellers to invest in or purchase the Securities of the Company.

6. CLOSING

6.1 Subject to the terms of this Agreement, and the Purchaser being satisfied with the fulfilment of the Conditions Precedent (unless waived or deferred, in writing by the Purchaser in accordance with this Agreement, to the extent permissible under Applicable Laws), the Closing shall take place within 5 (five) Business Days from the date of receipt of the last CP Completion Notice in accordance with Clauses 4.3 and 4.4 above or such other date as mutually agreed in writing between the Founders, the Sellers and the Purchaser, in writing (the "**Closing Date**"). For the avoidance of doubt, it is clarified that the Closing Date shall in no event be later than the Long Stop Date. The Closing shall occur at the registered office of the Company, or such other place as may be mutually agreed amongst the Parties.

6.2 On the Closing Date: (a) the Founders shall ensure that the Founders and Company undertakes the actions listed in Part A (*Founders' Closing Actions*) of Schedule 6 (*Closing Actions*); (b) the Sellers shall undertake the actions listed in Part B (*Seller Closing Actions*) of Schedule 6 (*Closing Actions*); and (c) the Purchaser shall undertake the actions listed in Part C (*Purchaser Closing Action*) of Schedule 6 (*Closing Actions*) (each such action, a "**Closing Action**").

6.3 The Sellers agree that upon receipt of the Aggregate Purchase Consideration (after deducting the Withholding Tax Amount, wherever applicable), if the Aggregate Sale Shares are not successfully transferred to the Purchaser or if any of the Closing Actions required to be undertaken by the Sellers are not completed within a period of 3 (three) days from the date of receipt of the Aggregate Purchase Consideration, for any reason whatsoever, the Sellers shall refund the Respective Aggregate Purchase Consideration actually received by them from the Purchaser. In the event the Aggregate Purchase Consideration is refunded or reversed, upon completion of such action, this Agreement shall stand terminated without the requirement of any further deed or action on the part of the Parties. Additionally, in such an event, there shall be no obligation on the Sellers to remit the Subscription Amount to the Purchaser and the Purchaser to allot WIPL Subscription Shares under the WIPL Share Subscription Agreement to the Sellers.

6.4 Notwithstanding anything contained in the Existing Company Transaction Documents, the Company, the Founders and the Sellers hereby agree and acknowledge as follows: (a) upon the consummation of all the Closing Actions, the Existing Company Transaction Documents (to the extent applicable to the Sellers) shall stand terminated and have no further effect as regards any matter relating to Shareholders; and (b) on the Closing Date, the existing Company Charter Documents shall stand replaced in its entirety with amended and restated Company Charter Documents to be implemented by the Purchaser and the rights of the Founders and the Sellers with respect to the Company, shall stand terminated and extinguished.

6.5 Without prejudice to the provisions of Clause 6.4, it is hereby agreed that, upon the consummation of all the Closing Actions, this Agreement constitutes a release and waiver by the Founder and the Sellers: (a) of any rights attached to the Aggregate Sale Shares pursuant to the Existing Company Transaction Documents and the Applicable Laws; and (b) of any claims relating to any pre-Closing matters emanating from the Existing Company Transaction Documents to the fullest extent permitted by the Applicable Law, absolutely, irrevocably and unconditionally releases and forever discharges the Company and the Purchaser (in ease case, including Affiliates, directors, officers, employees), and with respect to each of the foregoing, to the extent applicable, the directors nominated to the Board of the Company from time to time, from any such claims. As on the Closing Date, the Purchaser, in its capacity as a shareholder of the Company, hereby irrevocably and unconditionally releases and discharges the Sellers (in ease case, including Affiliates, directors, officers, employees,) from any and all claims, demands, liabilities, or causes of action, whether known or unknown, present or future, arising from or related to any and all matters occurring prior to the Closing Date in connection with the Sellers' investment in the Company. Provided, however, the release of claims as contemplated under this Clause 6.5 shall not extend to any claims that may arise in relation to transactions contemplated under this Agreement including the indemnity right available to the Purchaser Indemnified Persons.

6.6 Notwithstanding the provisions of Clause 6 (*Closing*):

(a) the consummation of the transactions contemplated under this Agreement shall be simultaneous with and inter-connected with each other;

(b) if any of the transactions contemplated under this Agreement does not take place by the Long Stop Date, the Purchaser shall have the right to not proceed with the Closing under this Agreement, at its sole and absolute discretion, and forthwith, be entitled to terminate this Agreement; and

(c) In the event this Agreement is terminated in accordance with this Clause 6.6(b), the provisions of Clause 10 (*Term and Termination*) and Clause 6.3 shall apply.

7. POST CLOSING COVENANTS

7.1 Conditions Subsequent

The Parties shall complete the actions set out in **Schedule 7** (*Conditions Subsequent*) within the timelines specified therein.

7.2 No Defamation

On and from the Closing Date, each Party, whether directly or indirectly, for any reason whatsoever, whether for their own benefit or the benefit of any other Person, shall refrain from making any communications, disseminations or statements, whether in writing or oral or any other form whatsoever (including any electronic, email or online disseminations or statements), which they know or reasonably should know to be false or defamatory to the other Party (with respect to the Sellers, solely, in relation to their investment in the Company) in all instances, for the period up to the Closing Date.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Seller, hereby severally and not jointly, represents and warrants to the Purchaser that the representations and warranties set out in Schedule 8 (*Seller Warranties*) are true, complete, and accurate in all aspects and not misleading as of the Execution Date and the Closing Date (the "**Seller Warranties**")

8.2 Subject to Clause 8.8 below, the Founders, hereby severally and jointly, represent and warrant to the Purchaser that the representations and warranties set out in Schedule 9 (*Founder Warranties*) are true, complete, and accurate in all aspects and not misleading as of the Execution Date and the Closing Date ("**Founder Warranties**"). All Founder Warranties shall be deemed to have been given by the Founders, jointly and severally, in the same manner and extent, in relation to any Subsidiary as if the word "Company" in the Schedule 9 (*Founder Warranties)* was replaced by reference to any Subsidiary.

8.3 The Purchaser hereby represents and warrants to the Founders and the Sellers that the representations and warranties set out in Schedule 10 (*Purchaser Warranties*) are true, complete, and accurate in all aspects and not misleading as of the Execution Date and the Closing Date (the "**Purchaser Warranties**").

8.4 None of Seller Warranties, Founder Warranties or Purchaser Warranties shall be treated as qualified by any actual, implied or constructive knowledge on the part of the Purchaser or any of its agents, representatives, officers, employees or advisors.

8.5 The rights of the Purchaser to indemnification or any other remedy available to it under this Agreement or Applicable Law shall not be impacted or limited by any knowledge on part of the Purchaser or any of its Affiliates, advisors, agents or representatives may have acquired, or could have acquired, whether before Closing Date, nor by any investigation or diligence by the Purchaser or any of its Affiliates, advisors, agents or representatives. The Founders and the Sellers acknowledge that, regardless of any investigation made (or not made) by or on behalf of the Purchaser, and regardless of the results of any such investigation, the Purchaser has entered into this Agreement in express reliance upon the Seller Warranties and the Founder Warranties, and that the Purchaser would not have entered into this Agreement had such Seller Warranties and the Founder Warranties not been provided.

8.6 Each of the Seller Warranties and the Founder Warranties shall be separate and independent and shall not be limited or restricted by reference to the terms of any other Seller Warranties and the Founder Warranties or by any other term of this Agreement.

8.7 The Founders and the Sellers undertake to notify the Purchaser, in writing, promptly if they become aware of any material fact, matter or circumstance (whether existing on or before the Execution Date or till the Closing Date) which, in their opinion, would cause any of the Seller Warranties and the Founder Warranties to become materially untrue, inaccurate or misleading in any respect. Any notification under this Clause 8.7 shall not operate as a disclosure against any Founder Warranties and shall not be qualified by such notification.

8.8 Each of the Founder Warranties shall be separate and independent and shall be limited only by the Disclosure Schedule. Subject to the Disclosure Schedule, the Purchaser shall have the right to make a claim for breach of any Founder Warranty whether or not the Purchaser, prior to the Execution Date, have or could have discovered (whether by any investigation made by them or on their behalf into the affairs of the Company or otherwise) that any such warranty has not been complied with or carried out, or is otherwise untrue or misleading. Notwithstanding any disclosures made by the Company and the Founders in the Disclosure Schedule in respect of the Specific Indemnity Items and the Fundamental Warranties, the Indemnifying Parties shall continue to be liable to the Purchaser Indemnified Persons under this Agreement without prejudice to such disclosures.

9. INDEMNIFICATION

9.1 Right of Indemnification

(a) Subject to Closing, the Purchaser, its Affiliates and their respective directors, officers and employees ("**Purchaser Indemnified Persons**") shall be indemnified and held harmless by each Seller ("**Seller Indemnifying Party**") severally, in the manner provided in this Clause 9 (*Indemnification)* from and against any and all Losses suffered or incurred by any of the Purchaser Indemnified Persons, which arise out of, or as a result of or are connected with:

(i) any misrepresentation, inaccuracy in or breach of the Seller Warranties;

(ii) any fraud by the Seller in connection with the transactions contemplated under this Agreement; or

(iii) Failure of the Seller to comply with its covenant under **Part B** *(Sellers' Conditions Subsequent*) of **Schedule 7** (*Conditions Subsequent*) in accordance with the terms contained therein;

collectively referred to as "**Seller Indemnification Events**".

(b) Subject to Closing, the Purchaser Indemnified Persons, shall be indemnified and held harmless by each Founder ("**Founder Indemnifying Party**"), severally and jointly (unless the contrary is specifically stated) in the manner provided in this Clause 9 (*Indemnification)* from and against any and all Losses suffered or incurred by any of the Purchaser Indemnified Persons, which arise out of, or as a result of or are connected with:

(i) any misrepresentation, inaccuracy in or breach of Founder Warranties, subject to the Disclosure Schedule;

(ii) any wilful misconduct, gross negligence or fraud by the Founder on or prior to the Closing Date in relation to the Business and operations of the Company;

(iii) any breach by any covenants, obligations and undertakings provided by the Founder and / or the Group Company under this Agreement; and

(iv) Specific Indemnity Items;

collectively referred to as "**Founder Indemnification Events**".

9.2 The Founders and the Sellers shall do all such acts and deeds as may be necessary to give effect to the provisions of this Clause 9 (*Indemnification*), including obtaining in a timely manner all applicable approvals.

9.3 The obligation of the Indemnifying Party to indemnify pursuant to this Clause 9 (*Indemnification*) shall arise immediately upon a Purchaser Indemnified Person incurring any Losses. The failure of the Purchaser Indemnified Person to notify a Loss shall not relieve the

Indemnifying Party of any indemnification responsibility under this Clause 9 (*Indemnification*), and such failure to provide such notice shall not limit the Indemnifying Party's indemnification obligations, save to the extent of any increase in Losses that has occurred solely as a result of failure or delay of the Purchaser Indemnified Person.

9.4 Under no circumstances, shall the Indemnifying Party assert a claim or a counter claim against the Company or seek contribution from the Company or have any recourse against the Company in respect of any claim for indemnification by a Purchaser Indemnified Person against the Indemnifying Party under this Agreement.

9.5 **Limitation on Indemnification**

The liability of the Indemnifying Party under this Clause 9 (*Indemnification*), above shall be subject to the limitations enumerated in this Clause 9.5 (*Limitation on Indemnification*):

(a) The obligation of the Indemnifying Party to indemnify the Purchaser Indemnified Person shall be subject to the claim being made by the Purchaser Indemnified Person:

(i) in relation to any misrepresentation, inaccuracy in or breach of the Seller Warranties (excluding Seller Tax Warranties) or any fraud by the Sellers in connection with the transactions contemplated under this Agreement, within 3 (three) years from the Closing Date;

(ii) in relation to any misrepresentation, inaccuracy in or breach of Founder Warranties (excluding the Fundamental Warranties and the Tax Warranties), within 2 (two) years from the Closing Date;

(iii) in relation to any misrepresentation, inaccuracy in or breach of the Fundamental Warranties; or breach by any covenants, obligations and undertakings provided by the Sellers, the Founders and / or the Company under this Agreement; or any wilful misconduct, gross negligence or fraud by the Founders on or prior to the Closing Date in relation to the Business and operations of the Company; or any Specific Indemnity Items, within 3 (three) years from the Closing Date;

(iv) in relation to any misrepresentation, inaccuracy in or breach of: (x) the Tax Warranties, within such period as statutorily permitted under Applicable Law; and (y) the Seller Tax Warranties, within 6 (six) years and 3 (three) months from the end of the Financial Year in which the Closing occurs;

(b) The aggregate liability of the Indemnifying Party under Clause 9 (*Indemnification*) of this Agreement ("**Indemnity Cap**") shall not exceed: (i) in respect of a Seller Indemnification Event, the aggregate of the Retained Cash Amount and WIPL Subscription Shares issued and allotted to the respective Seller pursuant to the WIPL Share Subscription Agreement; and (ii) in respect of a (A) Founder Indemnification Event for any misrepresentation, inaccuracy in or breach of Founder Warranties (excluding the Fundamental Warranties and the Tax Warranties), 75% (seventy five per cent) of the Fair Market Value of the WIPL ESOPs granted to the Founders subject to and in accordance with this Agreement and the Founder Employment Agreements; (B) Founder Indemnification Event on account of fraud by the Founders, the Fair Market Value of the WIPL ESOPs granted to the Founders and any salary or other payouts made by the Purchaser to the Founders till the date the indemnity payment amount is due and payable, subject to and in accordance with this Agreement and the Founder Employment Agreements; and (C) Founder Indemnification Event not covered in (A) or (B) above, 100% (hundred per cent) of the Fair Market Value of the WIPL ESOPs granted to the Founders subject to and in accordance with this Agreement and the Founder Employment Agreements.

(c) Indemnity Payment Mechanism: Subject to Indemnity Cap and other relevant provisions of this Clause 9 (*Indemnification*), indemnity payments shall be made by the Seller Indemnifying Party or the Founder Indemnifying Party in accordance with below:

(i) In relation to Seller Indemnification Events, the manner as set out below:

(A) to the extent of the Retained Cash Amount, firstly, the indemnity payments shall be made by the relevant Seller in cash; and thereafter, to the extent of WIPL Subscription Shares issued and allotted to the respective Seller by the Purchaser under the WIPL Share Subscription Agreement, the indemnity payment amount shall be settled either through a buy-back of WIPL Subscription Shares by the Purchaser or through any other method, as may be mutually agreed between the Sellers and the Purchaser, in writing at the lowest price permissible under the Applicable Law ("**Indemnity Call Option**") The Sellers shall co-operate with the Purchaser and do all such other acts, actions or deeds as may be required to give effect to the exercise of the Indemnity Call Option by the Purchaser. The number of WIPL Subscription Shares, which shall be subject to the Indemnity Call Option shall be determined in accordance with (B) below;

(B) Determination of the number of the WIPL Subscription Shares subject to Indemnity Call Option: The Parties agree that the number of the WIPL Subscription Shares held by the relevant Seller which shall be subject to the Indemnity Call Option shall be determined by dividing the amount of the indemnification payment payable by the relevant Seller Indemnifying Party to the Purchaser Indemnified Persons; by Fair Market Value of the WIPL Subscription Shares held by the relevant Seller Indemnifying Party arrived at, , provided that, such Fair Market Value shall be determined in accordance with past practices followed by the Purchaser for its fundraises and in any event such Fair Market Value shall not be lower than the per share price in the most recent, bonafide equity fundraise round of the Purchaser.; It is hereby clarified that, notwithstanding the amount of Loss, subject to the Indemnity Cap, the obligations of the Seller Indemnifying Party under this Clause 9 (*Indemnification*) shall have been deemed to be discharged, in full, in the event the Seller Indemnifying Party has made indemnity payment in cash under this Clause 9 (*Indemnification*) not exceeding the Retained Cash Amount and as may be required tendered any or all of the WIPL Subscription Shares held by such Seller Indemnifying Party pursuant to the exercise of Indemnity Call Option by the Purchaser;

(ii) In relation to the Founder Indemnification Events, the indemnification obligations of the Founders shall be settled solely through the cancellation or forfeiture of the WIPL ESOPs at the Fair Market Value equal to the amount of indemnity claim. In an event of fraud, any liability exceeding the Fair Market Value of WIPL ESOPs shall be settled in cash, subject to Indemnity Cap;

(d) The Founder Indemnifying Parties shall not be liable for any single incident of Loss, which is less than INR 5,00,000 (Indian Rupees Five lakhs) in value ("**De-Minimis Loss**") and if such amount is not exceeded, the Losses with respect to such item or matter will not count toward satisfying the Basket Threshold. The Founder

Indemnifying Parties shall be liable only when the Losses sustained by a Purchaser Indemnified Person arising out of Clause 9.1 (*Right to Indemnification*) constituting amounts exceeding the De-Minimis Loss exceeds an aggregate amount of INR 50,00,000 (Indian Rupees Fifty lakhs) ("**Basket Threshold**"), after which the Founder Indemnifying Party shall be liable for all Losses exceeding the De-Minimis Loss, subject to the limitations set out in this Clause 9.5 (*Limitation on Indemnification*); and

(e) Unless otherwise expressly stated in this Agreement, the Indemnifying Party shall not be liable to any Purchaser Indemnified Person for any Losses with respect to the activities and operations of the Company which arise after the Closing Date.

9.6 **Indemnification Procedures**

(a) Direct Claims.

(i) Where the Purchaser Indemnified Person becomes aware of any event that may give rise to a claim against any Indemnifying Party under Clause 9.1 (*Right of Indemnification*) of this Agreement (such event, an "**Indemnification Event**"), the Purchaser Indemnified Person shall, within 30 (thirty) days of becoming aware of the matter or circumstance giving rise to such Indemnification Event, give a notice to such Indemnifying Party ("**Indemnification Notice**"), describing in reasonable detail the breach alleged and the Loss incurred by the Purchaser Indemnified Persons along with all relevant documents, if any, in connection with the Loss ("**Indemnification Claim**").

(ii) The Indemnifying Party shall, unless it gives a Dispute Notice, make payment in respect of such Indemnification Notice to the Purchaser Indemnified Persons within 30 (thirty) Business Days from the date of issue of the Indemnification Notice. If the Indemnifying Party disagrees with the contents of the Indemnification Notice and/or the amount claimed therein, the Indemnifying Party shall notify the Purchaser Indemnified Persons in writing of such dispute along with detailed reasons for disputing the same (a "**Dispute Notice**") within 30 (thirty) Business Days from the date of issue of the Indemnification Notice and then the dispute as raised in the Dispute Notice shall be resolved in accordance with the dispute resolution process set out in Clause 11.2 (*Dispute Resolution*) below.

(b) Third Party Claims

(i) Subject to provisions of this Clause 9 (*Indemnification*), if a Purchaser Indemnified Person receives any claim/ notice from a Third Party with respect to an Indemnification Event hereunder ("**Third Party Claim**"), the Purchaser Indemnified Person shall issue a notice thereof ("**Third Party Notice**") to the Indemnifying Party along with reasonable details regarding such Third Party Claim as soon as reasonably possible and in any event within 15 (fifteen) Business Days after becoming aware of a Third Party Claim, whether disputed or not, provided however, that a failure to provide such an intimation shall not relieve the Indemnifying Party of its indemnification obligations hereunder, save to the extent of any increase in Losses that has occurred solely as a result of failure or delay of the Purchaser Indemnified Person. Such Third Party Notice shall contain factual information describing the relevant Third Party Claim to the extent available and shall include copies of the notice or other document received in respect of any such Third Party Claim.

(ii) After receipt of a Third Party Notice, the Indemnifying Party can either: (A) accept the Third Party Claim in full, in which case the Indemnifying Party shall make payment of the amount specified in the Third Party Notice within 30 (thirty) Business Days of receipt of such notice; or (B) dispute such Third Party Claim, in which case the Indemnifying Party shall be entitled to, (I) to take control of the defense and investigation of such Third Party Claim, (II) to employ and engage attorneys to the satisfaction of the Purchaser to handle and defend the Third Party Claim, at the Indemnifying Party's cost, risk and expense, or (III) request the Purchaser Indemnified Persons to defend the Indemnification Claim at the cost and expense of the Indemnifying Party. Provided further that the Indemnifying Party shall not be entitled to assume the investigation, defence or other disposition of any Third Party Claim if: (I) such Third Party Claim relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (II) the Purchaser Indemnified Persons have been advised in writing by a counsel that a reasonable likelihood exists of a conflict of interest between the Purchaser Indemnified Person and the Indemnifying Party; or (III) the Purchaser Indemnified Person reasonably believe an adverse determination with respect to the Third Party Claim would be detrimental to or injure the Purchaser Indemnified Person's reputation or future business prospects. In the event the Purchaser Indemnified Person assumes controls of such Third Party Claim process, the Purchaser Indemnified Person shall promptly keep the Indemnifying Party informed of any and all actions, developments and proceedings related to such Third Party Claim.

(iii) Subject to Clause 9.6(b)(ii) (*Third Party Claims*), if the Indemnifying Party elects to assume the control of defence of such Third Party Claim, the Purchaser Indemnified Person shall co-operate to the extent reasonably practical with the Indemnifying Party and its counsel and shall have the right to participate in the negotiation, settlement or defence of such Third Party Claims. If the Indemnifying Party, having elected to assume such control, thereafter, fails to proceed with the defence or disposition of any such Third Party Claims, the Purchaser Indemnified Person shall be entitled to assume such control, at the expense of the Indemnifying Party. In such case, the Indemnifying Party shall co-operate to the extent reasonably practical with the Purchaser Indemnified Person and its counsel in connection with such Third Party Claims (at the expense of the Seller Indemnifying Party) and the Indemnifying Party shall be bound by the results obtained by the Purchaser Indemnified Person with respect to such Third Party Claims. Provided however that at all times in the event the Indemnifying Party assumes control of the defence, it shall not enter into any settlement of or otherwise compromise on any such Third Party Claim without obtaining the prior written consent of the Purchaser Indemnified Person. The Parties agree and acknowledge that in the event that any of the Purchaser Indemnified Persons are required to make payments, interim or otherwise, to any Governmental Authority towards any liabilities in connection with such claim then such payment shall be made by the Indemnifying Party. The Parties further agree that in the event the Purchaser Indemnified Person assumes control of the defence of the Third Party Claim, the Indemnifying Party shall have the right, at its own cost, to participate in the defence of any such Third Party Claim and the Purchaser Indemnified Person shall keep the Indemnifying Party informed as to the status and progress of any such Third Party Claim or proceeding. The Purchaser Indemnified Persons shall be entitled to enter into any settlement of or otherwise compromise on any such Third Party Claim so long as such Third Party Claim pertains to: (A) any Tax liability; or (B) any criminal liability on the Company and / or the Purchaser Indemnified Person, without obtaining any consent from the relevant Indemnifying Party. In any other event, the Purchaser Indemnified Person shall be entitled to enter into any settlement of or otherwise compromise with any Third Party Claim after obtaining the prior written consent of Indemnifying Party, which shall not be unreasonably withheld.

(c) Tax Claims. Subject to provisions of this Clause 9 (*Indemnification*), the indemnification in relation to any claim related to Tax ("**Tax Claim**") shall be subject to the following. For avoidance of doubt it is hereby clarified that the Sellers shall be responsible only for Seller Indemnification Events:

(i) if any Taxation Authority, issues a notice (hereinafter, referred to as the "**Tax Notice**") to the Purchaser Indemnified Person in connection with Tax Claim, then such Purchaser Indemnified Person shall, within 5 (five) Business Days of receiving such Tax Notice, give intimation of the same to the Indemnifying Party in writing (the "**Tax Indemnifying Notice**"), provided however, that a failure to provide such an intimation shall not relieve the Indemnifying Party of its indemnification obligations hereunder. The Tax Indemnifying Notice shall contain factual information (to the extent known) describing the Tax Claim and shall include copies of the Tax Notice or other document/communication received from the Tax Authority in respect of any such Tax Claim;

(ii) the Indemnifying Party shall have the right (exercisable by giving written notice to the Purchaser Indemnified Person within 10 (ten) Business Days after the receipt of the Tax Indemnifying Notice or such other time period as specified in the Tax Notice, whichever is lesser), through a reputed counsel of its choosing and at its own expense, to control the preparation, defense or conduct of any tax proceeding and defend any Tax Claim provided, however, the Purchaser shall have the right to request information in respect of any such Tax proceeding and/or Tax Claim, which information the Indemnifying Party shall provide to the Purchaser Indemnified Person. The Company shall give information and assistance to the Indemnifying Party to avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate a tax proceeding and/or a Tax Claim, upon the reasonable request of the Indemnifying Party, to the extent such information and assistance is reasonably required by the Indemnifying Party in connection with such tax proceeding and/or a Tax Claim. In the event that the Indemnifying Party exercises its right to defend any such Tax Claim: (A) the Indemnifying Party shall keep the Purchaser Indemnified Person reasonably informed of material developments relating to such defense; and (B) the Purchaser Indemnified Person may (subject to the Indemnifying Party's right to control) participate in such Tax Claim and/or tax proceeding at its own cost, in which case and to the extent practicable, the Founders, Seller and the Purchaser shall consult with each other;

(iii) if the Indemnifying Party fails to assume control over any tax proceeding or fails to defend any Tax Claim, then the Purchaser Indemnified Person shall have the right but not the obligation to assume control over any such tax proceeding and/or to defend such Tax Claim at their sole discretion at the cost of the Indemnifying Party. The Parties agree that in the event the Purchaser Indemnified Person elects to assume control in accordance with this Clause 9.6(c), the Indemnifying Party shall co-operate with the Purchaser Indemnified Person in such Tax proceeding and/or defending such a Tax Claim;

(iv) the Indemnifying Party shall not make any admission of liability, agreement, settlement or compromise in relation to such Tax proceeding and/or Tax

Claim irrespective of whether the Purchaser Indemnified Person or the Seller chooses to assume control of defense; and

(v) on receipt of a Tax Indemnifying Notice, the Indemnifying Party shall be entitled to exercise all legal remedies available including to seek a stay, injunction or deferral of the payment ("**Tax Injunctive Order**") of any amounts that are required to be paid by the Purchaser Indemnified Person in relation to the Tax Claim. Notwithstanding the foregoing and irrespective of whether the Purchaser Indemnified Person or the Indemnifying Party chooses to assume control under Clause 9.6(c)(i) or 9.6(c)(ii), the Indemnifying Party shall, at least 4 (four) Business Days prior to the date on which any such payment becomes due from the Purchaser Indemnified Person including following the expiry of any stay order, injunction or deferral in relation thereto, make payment of amounts, including interim payments and advance payments claimed under the Tax Claim to the Purchaser Indemnified Person, in order to enable the Purchaser Indemnified Person to in turn make such payment to the Tax Authority on or before the due date of such payment. It is hereby clarified that the Indemnifying Party shall be obligated to make payment to the Purchaser Indemnified Person only to the extent required in such Tax Injunctive Order. Notwithstanding anything to the contrary mentioned in this Clause 9.6(c), it is agreed between the Parties that the Purchaser Indemnified Person shall not be out of pocket at any time to make payments pursuant to any Tax Notice and/or Tax Injunctive Order.

9.7 Notwithstanding anything to the contrary contained in this Agreement:

(a) any indemnity referred to in this Clause 9 (*Indemnification*) shall be such as to place the Purchaser Indemnified Persons in the same position as it would have been in, had there not been any such breach;

(b) the failure of the Indemnifying Party to fulfill its indemnification obligations under this Clause 9 (*Indemnification*) shall not relieve its of its other responsibilities under this Clause 9 (*Indemnification*);

(c) the indemnification rights of the Purchaser Indemnified Persons shall be available in addition to such other rights and remedies as the Purchaser Indemnified Persons may have under Applicable Law or in equity or otherwise. Provided however, the indemnification rights as provided under this Clause 9 (*Indemnification*) shall be the sole monetary remedy of the Purchaser Indemnified Persons;

(d) the Purchaser Indemnified Person shall be entitled to rely upon representations and warranties, covenants and/or agreements set forth in this Agreement or in any certificate, schedule or exhibit delivered pursuant hereto irrespective of any due diligence conducted and any actual or implied knowledge or notice of any facts or circumstances which the Purchaser Indemnified Person may have as a result of such investigation; and

(e) the fact that the Purchaser Indemnified Persons has been indemnified with respect to a certain Loss under this Agreement shall not prejudice the right of the Purchaser Indemnified Persons from seeking indemnity with respect to any other Loss (as long as such other Loss has not been claimed for from the Indemnifying Party) under this Agreement arising from any other claim for which indemnity has not already been claimed.

9.8 The Parties intend and will make best efforts to treat any indemnification payment made under this Agreement as an adjustment to the Aggregate Purchase Consideration for tax purposes, to the extent permitted by Applicable Law.

9.9 Where any Indemnifying Party pays a Purchaser Indemnified Person any amount for indemnification against any Loss and such Purchaser Indemnified Person subsequently recovers from a third party (including from any insurance policy), then such Purchaser Indemnified Person shall pay such Indemnifying Party, an amount equal to the sum received from the Third Party.

9.10 Where at the expiry of the respective tax indemnity period mentioned under above clause any Litigation or appeal in relation to a claim (whether or not outstanding) is pending before a Taxation Authority or tribunal or a court of competent jurisdiction, then the Indemnifying Party's obligation to indemnify the Purchaser Indemnified Persons under this Agreement shall continue to be in full force and effect with respect to such claim or Litigation until a final judgment or an order or ruling has been issued by a Taxation Authority or tribunal or a court of competent jurisdiction with respect to such Tax claim or Litigation.

9.11 **Indemnification and other Payment Approval**. The Founders and/or the Sellers shall take all necessary steps, including passing of any resolutions that may be required and filing of an application to the relevant Governmental Authority for the approval of any payments required to be made by the Founder and/or Sellers to ensure that the Founders and/or Sellers fulfills their respective indemnification obligations under this Agreement. The Purchaser shall provide such reasonable co-operation and information as may be reasonably required to make an application to, or obtain any approval from, the relevant Governmental Authority for payments to be made under Clause 9.6 (*Indemnification Procedure*) The Parties agree to take all necessary steps, including passing of any resolutions that may be required and filing of an application to the relevant Governmental Authority for the approval of any payments required to be made under this Agreement.

9.12 Notwithstanding anything to the contrary contained in this Agreement, a Purchaser Indemnified Person shall not be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity under this Agreement to the extent such recovery constitutes double recovery for the same Loss, on account of the Purchaser Indemnified Person having been fully indemnified for such Loss or having otherwise been compensated or made good for or recovered such Loss.

10. TERM AND TERMINATION

10.1 **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 10.2 (*Termination*) below.

10.2 **Termination**

(a) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be terminated by providing a written notice to the other Parties at any time on or before the Closing Date, upon the occurrence of any of the following:

(i) upon the mutual agreement of the Parties, in writing;

(ii) by the Purchaser, at its option, upon occurrence of a Material Adverse Change;

(iii) by the Purchaser, in there is a material breach of any of the Seller Warranties or Founder Warranties;

(iv) by the Purchaser, in case there is a material default or breach in the performance of any of the obligations of the Founders, Sellers and / or the Company under Clause 5 (*Conduct Prior to Closing*) of this Agreement; or

(v) by the Purchaser, with immediate effect, in accordance with Clauses 6.6(b) and / or 4.5.2 of this Agreement;

(b) The Agreement may be terminated at any time on or before the Closing Date by mutual consent of the Parties.

(c) The Agreement will be terminated automatically with no further action required on part of the Parties if the Closing does not occur by the Long Stop Date and the Parties shall be relieved and discharged from all liabilities hereunder.

10.3 **Effect of Termination**

(a) In the event of a termination of this Agreement in accordance Clause 10.2 (*Termination*) above, this Agreement and all rights and obligations of the Parties under this Agreement shall automatically end, except the provisions of Clauses 1 (*Definitions and Interpretation*), 6.6, 7.2 (*Non-disparagement*); 11 (*Governing Law and Dispute Resolution*), 12 (*Confidentiality*), this Clause 10.3 (*Effect of Termination*) and Clause 13 (*Miscellaneous*) shall remain in full force and survive the termination of this Agreement (the "**Continuing Provisions**").

(b) Except as otherwise specifically provided for herein, the termination of this Agreement for any reason whatsoever shall be without prejudice to any rights or obligations accrued to or in respect of the Parties prior to the date of termination.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Bangalore without reference to principles of conflict of laws and any Disputes between the Parties shall be resolved in terms of the provisions of Clause 11.2 (*Dispute Resolution*) below.

11.2 **Dispute Resolution**

(a) The Parties agree that if any claim, dispute or controversy arises among or between the Parties out of, in connection with or relating to this Agreement, or the interpretation, existence, breach, termination or validity thereof ("**Dispute**"), the Parties shall use all reasonable efforts to resolve the matter amicably through mutual discussion between the Parties.

(b) If the Parties are unable to resolve and settle the Dispute, in accordance with Clause 11.2(a) (*Dispute Resolution*) above, within a period of 15 (fifteen) Business Days from the date of occurrence of the Dispute, then the Dispute shall, at the request of any of the Parties, be referred to and finally settled by arbitration.

(c) The arbitration shall be conducted in accordance with the rules of the Singapore International Arbitration Centre as may be in force on the date of reference of the Dispute to arbitration ("**SIAC Rules**") and which shall be incorporated into this Clause 11.2(c) (*Dispute Resolution*).

(d) The arbitration shall be conducted by a tribunal comprising of a sole arbitrator appointed in accordance with the SIAC Rules. The arbitrator shall have the power to grant any legal or equitable remedy or relief available under Applicable Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction. Each Party retains the right to seek interim or provisional measures, including injunctive relief and pre-arbitral attachments or injunctions, from any court of competent jurisdiction and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(e) The seat of arbitration shall be Bangalore and venue of arbitration shall be Bangalore, India and the arbitration proceedings shall be conducted in the English language.

(f) The arbitrator's award shall be in writing and shall contain reasons for the decision. The arbitral award shall be final and binding on the Parties and may be enforced in India and/or elsewhere and the Parties undertake not to do anything which may be reasonably expected to impede the enforcement of an arbitral award. This Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in any arbitration proceedings.

(g) When any Dispute is under arbitration, except for the matter under Dispute, the Parties shall continue to exercise their remaining rights and obligations under the Agreement and the Company shall continue its operations during the pendency of the arbitration proceedings in Ordinary Course.

(h) When a Party to this Agreement submits a request for arbitration while another Dispute is subject to an arbitration under the SIAC Rules ("**Ongoing Arbitration**"), any part may request that the new Dispute contained in the request for arbitration ("**New Dispute**") may be consolidated with the Ongoing Arbitration. If a party makes such a request prior to the formation of the arbitral tribunal in accordance with the SIAC Rules in the Ongoing Arbitration, then the sole arbitrator shall determine whether to consolidate the New Dispute in the Ongoing Arbitration. If a Party makes a request to consolidate a New Dispute with an Ongoing Arbitration after the formation of the tribunal in accordance with the SIAC Rules, then the tribunal in the Ongoing Arbitration shall determine (in accordance with the SIAC Rules) whether to consolidate the New Dispute in the Ongoing Arbitration.

11.3 Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.

11.4 Each Party agrees to maintain full and complete confidentiality of the arbitration proceedings and all evidence and testimony provided therein except as may be necessary to enforce the award in a competent court of jurisdiction.

12. CONFIDENTIALITY

12.1 General Obligations

(a) Each Party recognizes that during the transactions envisaged by this Agreement, it may be privy to certain Confidential Information. The term "**Confidential Information**" as used in this Agreement means (whether or not the information is marked or designated as "confidential" or "proprietary"): (i) any information relating to the organization, business, Intellectual Property, technology, trade secrets, know-how, business relationships, services, processes, staff, technical information, transactions or affairs of the other Party or any of their respective Representatives and includes legal, financial, technical, commercial, marketing and business related records, data, documents, reports, client information, the terms of this Agreement, the details of the negotiations between the Parties; and (ii) any information whatsoever concerning or relating to: (A) any dispute or claim arising out of or in connection with this Agreement; or (B) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information.

(b) It is hereby clarified that, on and from the Closing Date, any information which pertains to the Company shall be considered Confidential Information of the Purchaser and accordingly the Purchaser shall not be bound by the obligations under this Clause 12 (*Confidentiality*) in relation to such information, however, on and from the Closing Date, Seller and their Affiliates, joint ventures and agents shall be bound by the confidentiality obligations under this Agreement in relation to such information and shall continue to comply with its confidentiality obligations in relation to such information under any other agreement to which they are a party to.

(c) In consideration of the benefits accruing to the Parties from their association under this Agreement, each Party agrees that it shall for a period of 3 (three) years from the Closing Date:

(i) keep all Confidential Information received by it from the other Party ("**Disclosing Party**") confidential and shall not, without the prior written consent of the Disclosing Party, reveal or divulge such Confidential Information to any Person;

(ii) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;

(iii) promptly inform the Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information;

(iv) ensure that it discloses the Confidential Information to its Affiliates, co-investors, and its and their directors, employees, officers and advisors (collectively, "**Representatives**") only on a strict need to know basis provided that such Party shall inform such persons of the confidential nature of such information; and

(v) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner.

12.2 **Exceptions**

The provisions of Clause 12.1 (*General Obligation*) above shall not apply to:

(a) Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Disclosing Party, *provided that* the Confidential Information pertaining to the Company and the Business shall not be entitled to the exception set out in this Clause 12.2(a) (*Exceptions*);

(b) disclosure of Confidential Information that is or comes into the public domain other than through the act or omission of or as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement;

(c) Confidential Information independently developed or acquired by a Party from a Third Party source not obligated to the Disclosing Party to keep such information confidential;

(d) disclosure, after giving prior notice to the Disclosing Party to the extent practicable under the circumstances or permissible by Applicable Law and subject to any practicable arrangements to protect confidentiality, to the extent required under any Applicable Law or by Governmental Authority; and

(e) disclosure by the Purchaser of information relating to the Company and this Agreement to its Affiliates or any Person which (directly or indirectly) has invested in the Purchaser and/ or its Affiliates, any proposed investors, partners or other providers of funding to the Purchaser and/ or their Affiliates.

12.3 Subject to the provisions of this Clause 12 (*Confidentiality*), no announcement, circular or communication concerning the transactions and matters contemplated herein shall be made by any Party (or any Affiliates of the Parties or Representatives of a Party) without the prior written consent of the Purchaser, except for announcements, intimations and filings required to be made by the Parties under Applicable Law.

13. MISCELLANEOUS

13.1 **Notices**

(a) Unless otherwise stated, all notices, approvals, instructions, demands and other communications given or made under this Agreement shall be in English and in writing and shall be given by personal delivery, or by sending the same by pre-paid registered mail addressed to the relevant Party at its address, or to the email account set out below:

(i) **If to the Seller 1**:

Address: 3000 Sand Hill Road, Building 1, Suite 260, Menlo Park, CA 94025

Email: legal@nexusvp.com

(ii) **If to the Seller 2**:

Address : 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius

Attention : Director

Email : rzamboldi@accel.com
akoomar@internationalproximity.com

Copy to : Richard Zamboldi and Aslam Koomar

Fax : +230 401 2301

(iii) **If to the Seller 3**:

Address	:	5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius
Attention	:	Director
Email	:	rzamboldi@accel.com akoomar@internationalproximity.com
Copy to	:	Richard Zamboldi and Aslam Koomar
Fax	:	+230 401 2301

(iv) **If to the Founder 1**:

Address: Flat#3, Rockdale Apartments, LD Ruparel Marg, Malabar Hill, Mumbai 400006, Maharashtra, India

Email: anisha@jify.co

Telephone: +91-9820048614

(v) **If to the Founder 2**:

Address: 2303, Tower A, Omkar 1973, Off Annie Besant Road, Near Neelam Centre, Hanuman Nagar, Worli 400030

Email: anusha@jify.co

Telephone: +91-9769919099

(vi) **If to the Company:**

Address: 1st Floor, 101 to 104, Anand House Premises Co-Op. Society Ltd., 13th Road, Off. Linking Road, Khar (West), Danda, Mumbai, Maharashtra, India, 400052

Email: investor.relations@jify.co

Attention: Ms. Anisha Dossa/ Ms. Anusha Ramakrishnan

(vii) **If to the Purchaser**:

Address	:	No 17/1, Kadubeesanahalli, Outer Ring Road, Bengaluru – 560087
Attention	:	Board of Directors
Telephone	:	+1 972 369 2643
Email	:	puneet@moneyview.in

(b) All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission; (ii) the Business Day immediately after the date of transmission, if transmitted by email transmission; (iii) the expiry of 7 (seven) days after posting, if sent by post; and (iv) at the time of signature of the courier's delivery receipt.

(c) Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 5 (five) days prior written notice.

13.2 **Counterparts**

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

13.3 **Specific Performance**

This Agreement shall be specifically enforceable at the instance of any non-defaulting Party against the defaulting Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable Loss and harm in the event of any breach of this Agreement and the remedies at law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for the performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

13.4 **Entire Agreement**

This Agreement along with the Definitive Agreements constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties with respect to the subject matter hereof.

13.5 **Severability**

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

13.6 **No Partnership**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party or any of them, except with the express prior written consent of the other Party.

13.7 **Amendments**

No change, alteration, modification or addition to this Agreement shall be valid unless in writing and properly executed by the Parties hereto.

13.8 **Rights Cumulative**

(a) The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Applicable Law or otherwise.

(b) No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

(c) No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

13.9 **Assignment**

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The Sellers and/ or the Company shall not assign or transfer any of their rights, obligations and liabilities hereunder to any Third Party without the prior written consent of the Purchaser. The Purchaser shall not assign or transfer any of its rights, obligations and liabilities hereunder to any Third Party prior to the Closing Date. Nothing contained in this Agreement shall preclude the Purchaser from assigning or transferring any of their rights, obligations and liabilities hereunder to any third party anytime after the Closing Date.

13.10 **Costs and Expenses**

(a) Except as expressly provided in this Agreement, whether or not the transaction contemplated under this Agreement is consummated, all costs and expenses incurred in connection with this Agreement and the transaction contemplated under this Agreement (including for appointment of legal and financial advisors and preparation of the Definitive Agreements) shall be borne by the Party incurring such costs and expenses.

(b) The stamp duty that may be payable on this Agreement and the Transfer of the Aggregate Sale Shares shall be split equally between the Purchaser, Founders and the Sellers.

13.11 **No Waiver**

No waiver of any provision of this Agreement or consent to any departure from it by any Party shall be effective unless it is in writing and signed by a duly authorized representative of the concerned Party. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

13.12 **Further Assurances**

The Parties to this Agreement shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

13.13 **No Third-Party Beneficiaries**

This Agreement is solely for the benefit of the Parties and for the Persons claiming through the Parties as per the terms of this Agreement.

13.14 **Advisors**

Each of the Parties represent and acknowledge that in the preparation, negotiation and execution of this Agreement and the other Definitive Agreements, they have engaged independent legal counsel and other tax and financial advisors and have had the opportunity to consult and obtain advice from such advisors.

[Schedules to follow]

SCHEDULE 1

SHAREHOLDING PATTERN OF THE COMPANY

PART A – AS ON THE EXECUTION DATE

Name of the Shareholder	Equity Shares	Series Seed CCPS	Class A OCRPS	Class B OCRPS	Series A CCPS	Total Shares	% on a Fully Diluted Basis
Anusha Ramakrishnan	12,468					12,468	18.50%
Anisha Dossa	15,558					15,558	23.08%
Aditya Mehta			3,149			3,149	4.67%
Utkarsh Sain	1,974					1,974	2.93%
Varanium NextGen Trust		526				526	0.78%
Meta Studio Advisors LLP		281				281	0.42%
Tholons Inc		210				210	0.31%
Srilatha P. Raghavan		175			63	238	0.35%
QED Innovation Labs LLP		140				140	0.21%
Dhruv Gupta		105				105	0.16%
Accel India VI (Mauritius) Limited		1,754				1,754	2.60%
Akshay Mittal		94				94	0.14%
Ashutosh Agrawal		94				94	0.14%
Karan Singh		70			32	102	0.15%
Rachna Bahadur		70				70	0.10%
Sriwatson Krishnan		70				70	0.10%
Siddhant Bhambhani		70			63	133	0.20%
Nikhil Bhandarkar		47				47	0.07%
Lalit Reddy		47				47	0.07%
Tarana Lalwani		47				47	0.07%
Varcap Advisors LLP		47				47	0.07%
Neha Manaktala		47			16	63	0.09%
Jehangir Aibara		47			16	63	0.09%
Somi Rai		47				47	0.07%
Kunal Sabharwal		47				47	0.07%
Archana Priyadarshini		47				47	0.07%
Shweta Honagudi		47				47	0.07%
Mahesh Kumar Damani		42				42	0.06%
Kabir Malhotra		19				19	0.03%
Meet Semlani		11				11	0.02%
Pramey Jain		11				11	0.02%
Gautam Chainani				500		500	0.74%
Nexus	10				10,414	10,424	15.46%
Accel India VII (Mauritius) Limited	10				10,046	10,056	14.92%

Phani Addepalli					18	18	0.03%
Sarthak Misra					103	103	0.15%
Imtiaz Oomerbhoy					51	51	0.08%
Akshay Tanna					51	51	0.08%
Kunal Sumaya					51	51	0.08%
Sanjiv Malhotra					50	50	0.07%
Achal Mittal					16	16	0.02%
Navruz Vakil					31	31	0.05%
Varun Dua					18	18	0.03%
Aditya Malhotra					16	16	0.02%
Culture Cap LLP					63	63	0.09%
Niraj					52	52	0.08%
ESOP (Aditya - CTO & Co-founder)	1,754					1,754	2.60%
ESOP Pool	6,602					6,602	9.79%
Total	**38,376**	**4,212**	**3,149**	**500**	**21,170**	**67,407**	**100.00%**

PART B – AS ON DATE IMMEDIATELY AFTER CLOSING

Name of the Shareholder	Equity Shares	Series Seed CCPS	Series A CCPS	Total Shares	% on a Fully Diluted Basis
Anusha Ramakrishnan	12,468			12,468	19.57%
Anisha Dossa	15,558			15,558	24.40%
Utkarsh Sain	1,974			1,974	3.10%
Varanium NextGen Trust		526		526	0.82%
Meta Studio Advisors LLP		281		281	0.44%
Tholons Inc		210		210	0.33%
Srilatha P. Raghavan		175	63	238	0.37%
QED Innovation Labs LLP		140		140	0.22%

Dhruv Gupta		105		105	0.16%
Akshay Mittal		94		94	0.15%
Ashutosh Agrawal		94		94	0.15%
Karan Singh		70	32	102	0.16%
Rachna Bahadur		70		70	0.11%
Sriwatson Krishnan		70		70	0.11%
Siddhant Bhambhani		70	63	133	0.21%
Nikhil Bhandarkar		47		47	0.07%
Lalit Reddy		47		47	0.07%
Tarana Lalwani		47		47	0.07%
Varcap Advisors LLP		47		47	0.07%
Neha Manaktala		47	16	63	0.10%
Jehangir Aibara		47	16	63	0.10%
Somi Rai		47		47	0.07%
Kunal Sabharwal		47		47	0.07%
Archana Priyadarshini		47		47	0.07%
Shweta Honagudi		47		47	0.07%
Mahesh Kumar Damani		42		42	0.07%
Kabir Malhotra		19		19	0.03%
Meet Semlani		11		11	0.02%
Pramey Jain		11		11	0.02%

Phani Addepalli			18	18	0.03%
Sarthak Misra			103	103	0.16%
Imtiaz Oomerbhoy			51	51	0.08%
Akshay Tanna			51	51	0.08%
Kunal Sumaya			51	51	0.08%
Sanjiv Malhotra			50	50	0.08%
Achal Mittal			16	16	0.03%
Navruz Vakil			31	31	0.05%
Varun Dua			18	18	0.03%
Aditya Malhotra			16	16	0.03%
Culture Cap LLP			63	63	0.10%
Niraj			52	52	0.08%
ESOP (Aditya - CTO & Co-founder)	1,754			1,754	2.75%
ESOP Pool	6,602			6,602	10.35%
Whizdm Innovations Private Limited	20	1754	20460	22,234	34.87%
Total	**38,376**	**4,212**	**21,170**	**63,758**	**100.00**

PART C
AS ON THE DATE OF COMPLETION OF THE LAST OF THE CONDITIONS SUBSEQEUNT

Name of the Shareholder	Equity Shares	Shareholding % on a Fully Diluted Basis
WhizDM Innovations Private Limited	1,11,169	99.99%
WIPL Nominee	1	0.01%
Total	1,11,170	**100.00%**

SCHEDULE 2

AGGREGATE SALE SHARES AND AGGREGATE PURCHASE CONSIDERATION

Seller	Equity Shares	Consideration payable (in INR)	Preference Shares	Consideration payable (in INR)	Respective Aggregate Purchase Consideration (in INR)
NEXUS VENTURES VI HOLDINGS, LLC	10	100	10,414 Series A CCPS	29,49,11,775	29,49,11,875
ACCEL INDIA VII (MAURITIUS) LIMITED	10	100	10,046 Series A CCPS	28,44,90,464	28,44,90,564
ACCEL INDIA VI (MAURITIUS) LIMITED	-	-	1,754 Series Seed CCPS	1,62,69,648	1,62,69,648
Aggregate Purchase Consideration					**59,56,72,087**

SCHEDULE 3

DETAILS OF BUYBACK SHAREHOLDERS AND BUYBACK SECURITIES

Buyback Shareholder	Equity Shares	Series Seed CCPS	Series A CCPS	Series B CCPS	Total
Varanium NextGen Trust		526	-		526
Meta Studio Advisors LLP		281	-		281
Tholons Inc		210	-		210
Srilatha P. Raghavan		175	63		238
QED Innovation Labs LLP		140	-		140
Dhruv Gupta		105	-		105
Akshay Mittal		94	-		94
Ashutosh Agrawal		94	-		94
Karan Singh		70	32		102
Rachna Bahadur		70	-		70
Sriwatson Krishnan		70	-		70
Siddhant Bhambhani		70	63		133
Nikhil Bhandarkar		47	-		47
Lalit Reddy		47	-		47
Tarana Lalwani		47	-		47
Varcap Advisors LLP		47	-		47
Neha Manaktala		47	16		63
Jehangir Aibara		47	16		63
Somi Rai		47	-		47
Kunal Sabharwal		47	-		47
Archana Priyadarshini		47	-		47
Shweta Honagudi		47	-		47
Mahesh Kumar Damani		42	-		42
Kabir Malhotra		19	-		19
Meet Semlani		11	-		11
Pramey Jain		11	-		11
Gautam Chainani		-	-		500
Phani Addepalli		-	18		18
Sarthak Misra		-	103		103
Imtiaz Oomerbhoy		-	51		51
Akshay Tanna		-	51		51
Kunal Sumaya		-	51		51
Sanjiv Malhotra		-	50		50
Achal Mittal		-	16		16
Navruz Vakil		-	31		31
Varun Dua		-	18		18
Aditya Malhotra		-	16		16
Culture Cap LLP		-	63		63
Niraj		-	52		52
Utkarsh Sain				7896	7896
Anisha Dossa	16,654			62232	78,886
Anusha Ramakrishnan	13,346			49872	63,218

SCHEDULE 4

CONDITIONS PRECEDENT

PART A | SELLERS' CONDITIONS PRECEDENT

The Closing is conditional upon the fulfilment (or waiver or deferral in writing by the Purchaser at its sole discretion) of the following conditions precedent by each of the Sellers to the satisfaction of the Purchaser:

(a) obtaining all consents and approvals, (whether contractual or regulatory) by all Third Parties required in relation to the transactions and arrangements contemplated in the Agreement including pursuant to the Company's Shareholder Agreement;

(b) no injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts the Closing or the consummation of the Transfer of the Respective Aggregate Sale Shares by the Seller as contemplated in this Agreement;

(c) the Seller Warranties being true, accurate and complete and not misleading in all respects as of the Execution Date and as of Closing Date;

(d) the Seller having provided the Company with copy of the stamped and signed share transfer form (i.e., Form SH-4) in respect of the transfer of its Respective Aggregate Sale Shares;

(e) no change, event or circumstance having occurred or continuing which has resulted in a Seller Material Adverse Change;

(f) the Seller having deposited with the Company, originals of all the duly executed and stamped share certificates for its Respective Aggregate Sale Shares;

(g) the Seller having submitted to the Purchaser all the supporting documents (including, without limitation, all consent letters, declaration) as may be required for the filing of Form FC-TRS under the single master form with the RBI through the FIRMS portal in accordance with applicable foreign exchange regulations, in respect of the Respective Aggregate Sale Shares;

(h) the Seller having executed the Definitive Agreements (to which it is a party);

(i) the Seller having delivered to the Purchaser: (i) draft Section 281 Report; (ii) draft Tax Computation; and (iii) certified true copy of its Permanent Account Number (PAN); and

(j) the Seller having provided to the Purchaser the information and documents which are required by the Purchaser to file form 15CA and form 15CB under the Income Tax Act with the Taxation Authority.

PART B | FOUNDERS' CONDITIONS PRECEDENT

The Closing is conditional upon the fulfilment (or waiver or deferral in writing by the Purchaser at its sole discretion) of the following conditions precedent by the Founders and the Company to the satisfaction of the Purchaser:

(a) the Founders shall have obtained and shall ensure that the Company shall have obtained all consents and approvals, (whether contractual or regulatory) by all Third Parties required in relation to the transactions and arrangements contemplated in the Agreement including pursuant to the Company's Shareholder Agreement;

(b) the Founders shall have ensured and shall have ensured that the Company does not have any injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts the Closing or the consummation of the actions contemplated in this Agreement;

(c) the Founder shall have ensured that the Founder Warranties are true, accurate and complete and not misleading in all respects as of the Execution Date and as of the Closing Date;

(d) the Founder shall have ensured that there have been no change, event or circumstance having occurred or continuing which has a Material Adverse Change on the Founders and / or the Company;

(e) the Founders shall have ensured that the Company shall have provided to the Purchaser, valuation reports from: (i) a Registered Valuer (*as is defined under the Act*) in relation to the Aggregate Sale Shares in compliance with the Act; and (ii) a Category I merchant banker registered with the Securities and Exchange Board of India or chartered accountant determining the fair market value of the Aggregate Sale Shares in compliance with the NDI Rules;

(f) the Founders shall have ensured that the Company shall have provided to the Purchaser, a valuation report determining the fair market value of the Aggregate Sale Shares in accordance with applicable income tax laws, including for the purposes of Section 50CA and Section 56(2)(x) of the Income Tax Act, read with Rules 11 UA and 11UAA of the Income Tax Rules, 1962;

(g) the Founders shall have ensured that the draft of the resolutions of the Board of the Company to be passed on the Closing Date shall be in a form acceptable to the Purchaser;

(h) the Founders shall have ensured that the Company shall have provided the waiver, in writing, of any restrictions on the Transfer of the Aggregate Sale Shares, which may exist in relation to the Transfer of Aggregate Sale Shares, in a form and substance satisfactory to the Purchaser;

(i) the Founders shall have ensured that the draft of the amended and restated Company Charter Documents to be adopted by the Company shall be in a form acceptable to the Purchaser;

(j) the Founders shall have ensured that the drafts of the Founder Employment Agreements together with Purchaser ESOP Grant Letters to be issued to each of the Founders, shall be in a form and manner acceptable to the Purchaser;

(k) the Founders shall have ensured that the drafts of the Key Employee WIPL Employment Agreement together with Purchaser ESOP Grant Letters to be issued to the Key Employees and the Employee Company Employment Agreement, shall be in a form and manner acceptable to the Purchaser;

(l) the Founders shall have ensured that the draft of addendum to the consultancy agreement dated June 14, 2022 executed with Gautam Chainani, shall be in a form and manner acceptable to the Purchaser;

(m) the Founders shall have ensured that the Company obtains the prior written consent from Mr. Sunjay Sunil Bajaj in connection with the transactions contemplated under this Agreement and executes a revised lease agreement in relation to its registered office situated at 1st Floor, 101 to 104, Anand House Premises Co-Op. Society Ltd., 13th Road, Off. Linking Road, Khar (West), Danda, Mumbai, Maharashtra, India, 400052 in a form and manner acceptable to the Purchaser;

(n) the Founders shall have ensured that the Company formulates an equal opportunity policy as required under: (i) the RPD Act read with the RPD Rules; and (ii) the TP Act read with the TP Rules;

(o) the Founders shall have ensured that the Company hires apprentices to ensure compliance with the AP Act read with the AP Rules;

(p) the Founders shall have ensured that the Company passes an order for constitution of the internal complaints committee under the POSH Act for each location and provide the details of the same to the local district officer;

(q) the Founders shall have ensured that the Company makes filings to: (i) amend its certificate of registration and certificated of enrolment under the Maharashtra PT Act to reflect the address of its registered office; and (ii) amend its leave policy to reflect 8 (eight) days of leave instead of 6 (six);

(r) the Founders shall have ensured that the Company obtains: (i) a certificate of registration under the Karnataka S&E Act; (ii) a certificate of registration under the Karnataka PT Act; and (iii) a certificate of enrolment under the Karnataka PT Act, in each case, in respect of its office located at 453, BBMP No 351/453, 4th Sector, HSR Layout, Bangalore 560102;

(s) the Founders should ensure that the Company maintains the minutes of the Board and general meetings (of the Subsidiary) in accordance with Section 118 of the Act and secretarial standards and provide the updated copies of the same to the Purchaser;

(t) the Founders should ensure that the Subsidiary rectifies the discrepancies in the register of members and shall provide the Purchaser such copies, wherein: (i) the date of issuance of share certificates has been recorded for all the members; (ii) the date of becoming a member has been recorded for all the members; and (iii) the entries made in the register of members have been authenticated by the person authorised by the Board of the Subsidiary for the purpose;

(u) the Founders shall ensure the Company obtains a no objection certificate from: (i) Mr. Sunjay Sunil Bajaj in respect of the Subsidiary's use of the premises situated at 1st Floor, 101 to 104, Anand House Premises Co-Op. Society Ltd., 13th Road, Off. Linking Road, Khar (West), Danda, Mumbai, Maharashtra, India, 400052; and (ii) Clomoso Technologies Private Limited in respect of Subsidiary's use of the premises situated at 453, BBMP No 351/453, 4th Sector, HSR Layout, Bangalore 560102;

(v) the Founders shall ensure that the Subsidiary makes an intimation to the relevant authority under the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 in respect of its registered office, and provide the Purchaser a copy of the intimation;

(w) the Founders shall ensure that the Company obtains the directors' and officers' liability insurance in a manner acceptable to the Purchaser;

(x) the Founders shall have ensured that the Company makes an application for the registration of all the Intellectual Property being used by the Company, including without limitation for the brand name 'Jify';

(y) the Founders shall have ensured that the Buyback Shareholders provide the following documents to the Founders and the Company:

(i) the originals of all the duly executed and stamped share certificates evidencing the Buyback Securities are deposited with the Company;

(ii) the copies of the acceptance letters duly executed by the Buyback Shareholders are deposited with the Company; and

(iii) in respect of Tholons Inc. and Srilatha P. Raghavan, in addition to the above: (A) the information and documents which are required by the Founders and the Company to file form 15CA and form 15CB under the Income Tax Act with the Taxation Authority; and (B) all the supporting documents (including, without limitation, all consent letters, declaration) as may be required for the filing of Form FC-TRS under the single master form with the RBI through the FIRMS portal in accordance with applicable foreign exchange regulations, in respect of the Buyback Securities held by Tholons Inc. and Srilatha P. Raghavan;

(z) the Founders shall have ensured that the Company sends a call notice to the holders of Class A OCRPS and Class B OCRPS requesting for the unpaid call money in respect of Class A OCRPS and Class B OCRPS;

(aa) the Founders shall have ensured that the Company convenes a meeting of the Board of the Company in relation to the following matters:

(i) the forfeiture of Class A OCRPS and Class B OCRPS after receiving a confirmation from the holders of the Class A OCRPS and Class B OCRPS confirming their intention to not pay the call money by the due date mentioned in the call notice for receiving the call money; and

(ii) to increase the authorized share capital of the Company;

(bb) the Founders shall have ensured that the Company convenes a meeting of the Shareholders of the Company to increase the authorized share capital of the Company and amend the memorandum of association of the Company;

(cc) the Founders shall have ensured that the Company shall file e-Form SH-7 in respect of the increase in the authorized share capital of the Company; and

(dd) the Founders shall have ensured Founder 2 having provided the Company with copy of the stamped and signed share transfer form (i.e., Form SH-4) in respect of the Transfer of 1 (one) share of the Subsidiary to the person nominated by the Purchaser.

SCHEDULE 5
FORM OF CP COMPLETION NOTICE

[*Dated prior to the Closing Date*]

To,

[the Purchaser]

Attn: [●]

Re: **Share purchase agreement dated executed [*insert date*] executed between ("Agreement").**

We refer to the Agreement executed by the Parties. In this letter, all capitalized terms used but not defined shall have the meaning given to them under the Agreement.

1. We hereby certify, confirm, declare and acknowledge that our Conditions Precedent set out in Clause 4.1 read with **Schedule 4** (*Conditions Precedent*) and as listed below have been completed and satisfied and/ or waived on or before the date hereof.

   [●]

   [●]

2. We hereby enclose the duly certified copies of the necessary documents, listed in Annexure 1 hereto, evidencing the fulfillment of the Conditions Precedent.

3. As on date of this letter, no event which would, or is reasonably likely to, individually or in the aggregate, have a Material Adverse Change has occurred or be threatened in writing to occur.

The confirmations and statements contained in this letter shall be binding on us and on our successors and assigns.

Yours sincerely

For [●]

____

Name: [●]

Title: [●]

SCHEDULE 6

CLOSING ACTIONS

PART A | FOUNDERS' CLOSING ACTIONS

On the Closing Date, the Founders shall undertake following actions:

I. with respect to themselves:

(a) deliver to the Purchaser the duly stamped and executed copy of the Founder Employment Agreements.

II. with respect to the Company:

(a) convening a meeting of the Board of the Company to approve the Transfer of the Aggregate Sale Shares to the Purchaser and to convene the meeting of the Shareholders of the Company;

(b) convening a meeting of the Shareholders of the Company to approve and adopt the amended and restated Company Charter Documents and file e-Form MGT-14 for the same;

(b) deliver to the Purchaser the copies of the originals of the duly executed and stamped share certificates and share transfer forms and the certified extract of the register of members and register of transfer of shares evidencing the Transfer of the Aggregate Sale Shares to the Purchaser and the Purchaser being the legal and beneficial owner of the Aggregate Sale Shares;

(c) convene a meeting of the Board of the Subsidiary to take on record such Transfer of 1 (one) Share of the Subsidiary held by the Founder 2 to a person nominated by the Purchaser; and

(c) deliver to the Purchaser the duly stamped and executed copy of the Key Employee WIPL Employment Agreement, the Employee Company Employment Agreements and addendum to the consultancy agreement dated June 14, 2022 executed with Gautam Chainani.

PART B | SELLER CLOSING ACTIONS

(a) On the Closing Date, each of the Sellers shall upon receiving the wiring slip MT103 from the Purchaser, send confirmation to the Purchaser in relation to the receipt of the Respective Aggregate Purchase Consideration.

(b) On the Closing Date, each of the Sellers shall deliver to the Purchaser, the duly executed copies of the: (i) Section 281 Report; and (ii) Tax Computation.

PART C | PURCHASER CLOSING ACTIONS

(a) The Purchaser shall transfer the Aggregate Purchase Consideration after deducting the Withholding Tax Amount, wherever applicable in relation to Aggregate Sale Shares to the Designated Bank Account of the Sellers by electronic transfer in immediately available cleared funds and share the wiring slip MT103 with the Sellers.

(b) The Purchaser shall deliver to the Founders the counter-executed copy of the Founder Employment Agreements together.

(c) The Purchaser shall deliver to the Key Employees the counter-executed copy of the Key Employee WIPL Employment Agreements.

(d) The Purchaser shall provide a confirmation to the Sellers that the Company CPs (as such term is defined in the WIPL Subscription Agreement) subject to and in accordance with the WIPL Subscription Agreement have been completed.

SCHEDULE 7

CONDITIONS SUBSEQUENT

PART A | FOUNDERS' CONDITION SUBSEQUENT

(a) Within 2 (two) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company convenes a meeting of the Board of the Company in respect of the following actions:

(i) to approve issuance of Series B CCPS by way of bonus issuance;

(ii) to approve the change of conversion ratio of the Seed CCPS and Series A CCPS pursuant to the issuance of Series B CCPS by way of bonus issuance; and

(iii) to convene the extraordinary general meeting of the members of the Company.

(b) Within 4 (four) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company convenes a meeting of the Shareholders of the Company to undertake the following actions:

(i) to approve issuance of Series B CCPS by way of bonus issuance; and

(ii) to approve the change of conversion ratio of the Seed CCPS and Series A CCPS pursuant to the issuance of Series B CCPS by way of bonus issuance.

(c) Within 4 (four) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company shall file: (i) e-Form MGT-14 in respect of the issuance of the Series B CCPS by way of bonus issuance; and (ii) e-Form MGT-14 in respect of the change of conversion ratio of the Seed CCPS and Series A CCPS.

(d) Within 5 (Five) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company convenes a meeting of the Board in respect of the allotment of the Series B CCPS by way of bonus issuance.

(e) Within 5 (five) days from the Closing Date, the Founders shall cause the Company to submit to the concerned authorized dealers the duly filled and completed Form SMF – FC-TRS, along with the necessary supporting documents in connection with the transfer of the Aggregate Sale Shares to the Purchaser.

(f) Within 6 (six) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company (i) delivers the originals of the duly stamped and executed share certificates evidencing the Series B CCPS to the holders of the Equity Shares of the Company as on the Closing Date; (ii) updates its register of members to record the allotment of the Series B CCPS by way of bonus issuance; and (iii) file e-Form PAS-3 for the allotment of the Series B CCPS and update the master data of the Company on the MCA website to reflect the accurate paid-up share capital of the Company.

(g) Within 6 (six) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company convenes a meeting of the Board in respect of the following actions:

(i) to approve the conversion of the Identified Preference Shares to Equity Shares after the receipt of the request letter from the Purchaser as set forth in Paragraph (a) of Part C (*Purchaser Condition Subsequent*) of Schedule 7 (*Conditions Subsequent*);

(ii) to authorize the Buyback;

(iii) to issue the split share certificates to the Purchaser; and

(iv) to convene the extraordinary general meeting of the members of the Company.

(h) Within 7 (seven) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company convenes an extraordinary general meeting of the Shareholders of the Company to authorize the Buyback.

(i) Within 7 (seven) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall have ensured that the Company updates the Entity Master Form on the FIRMS portal pursuant to change in the conversion ratio of the Seed CCPS and Series A CCPS.

(j) Within 7 (seven) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company shall file e-Form PAS-3 for the allotment of the Equity Shares of the Company pursuant to the conversion of the Identified Preference Shares.

(k) Within 7 (seven) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Closing Actions (as such term is defined in the Utkarsh SPA) required to be undertaken by the Founders shall have occurred and the Closing (as such term is defined in the Utkarsh SPA) has consummated.

(l) Within 8 (eight) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall deliver to the Purchaser the copies of the originals of the duly executed and stamped share certificates and the certified extract of the register of members and register of transfer of shares evidencing the Transfer of the Sale Shares (as such term is defined in the Utkarsh SPA) and the Founders being the legal and beneficial owner of the Sale Shares (as such term is defined in the Utkarsh SPA).

(m) Within 8 (eight) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company shall: (i) issue and deliver to the Purchaser the share certificates evidencing: (A) the Equity Shares pursuant to the conversion of the Identified Preference Shares; and (B) the shares Transferred to the Founders pursuant to the Utkarsh SPA; and (ii) update its register of members to reflect the Purchaser being the legal and beneficial owner of Equity Shares pursuant to the conversion of the Identified Preference Shares.

(n) Within 9 (nine) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company shall file:

(i) e-Form MGT-14 in respect of the authorization of the Buyback;

(ii) e-Form SH-8 in relation to the filing the letter of offer proposed to be dispatched to the Buyback Shareholders; and

(iii) e-Form SH-9 in relation to declaration of the Company's solvency (together with all the necessary supporting documents).

(o) Within 10 (ten) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company dispatches the letter of offer to the Buyback Shareholders.

(p) Within 13 (thirteen) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company:

(i) convenes a meeting of the Board of the Company for taking on record the acceptance letters duly executed by the Buyback Shareholders and the originals of the duly stamped and executed share certificates evidencing the Buyback Securities and for taking on record the Transfer of the Nominee Share to the WIPL Nominee;

(ii) completes the verification of the acceptance letters duly executed by the Buyback Shareholders;

(iii) files Form 15 CA and CB in respect of the remittance of the consideration payable to: (A) Tholons Inc.; and (B) Srilatha P. Raghavan;

(iv) remits the consideration payable to the Buyback Shareholders in respect of the Buyback Securities; and

(v) extinguishes and physically destroys the originals of the duly stamped and executed share certificates evidencing the Buyback Securities;

(q) Within 16 (sixteen) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company does the following:

(i) files the return of buy-back for the Buyback in e-Form SH-11;

(ii) updates the register of shares or securities bought back in Form SH-10 at the Company's registered office;

(iii) delivers to the Purchaser, the copies of the register of shares or securities bought-back in Form SH-10, and a copy of the return filed in e-form SH-11, in each case together with the payment challan;

(iv) makes the payment of Taxes in relation to the Buyback, subject to and in accordance with the applicable income tax laws; and

(v) files Form FC-TRS in relation to the Buyback of the Buyback Securities held by: (i) Tholons Inc.; and (ii) Srilatha P. Raghavan.

(r) Within 18 (eighteen) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company undertakes the following actions:

(i) delivers to the Purchaser, a letter acknowledged by the employees of the Company, confirming that the employee stock options proposed to be granted to such employees have been cancelled;

(ii) convenes a meeting of the Board of the Company to approve and take on record the: (A) revocation of authorised signatories, bank signatories and powers of attorney authorized for and on behalf of the Company; and (B) grant authorisations for and on behalf of the Company in favour of persons nominated by the Purchaser; and

(iii) endorse the directors' and officers' insurance procured by the Company in favour of the Purchaser Nominees.

(s) Within 18 (eighteen) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company delivers to the Purchaser the certified true copies of the resolution passed by the Board of the Company in relation to the above paragraphs of this Part A (*Founders' Condition Subsequent*) of Schedule 7 (*Conditions Subsequent),* copies of the updated register of members and register of transfer of shares and securities, for the Company and the Subsidiary; and

PART B | SELLERS' CONDITION SUBSEQUENT

(a) Subject to Company CPs (as such term is defined in the WIPL Subscription Agreement) under the WIPL Share Subscription Agreement being fulfilled by the Purchaser and simultaneous with the receipt of the Respective Aggregate Purchase by the Sellers and in any case, within 3 (three) Business Days from the Closing Date, the Sellers shall ensure that the Closing Actions (as such term is defined in the WIPL Share Subscription Agreement) required to be undertaken by the Sellers shall have occurred.

PART C | PURCHASER CONDITION SUBSEQUENT

(a) Within 4 (four) days from the Closing Date under the WIPL Share Subscription Agreement, the Purchaser shall deliver a request letter to the Company for the conversion of the Identified Preference Shares to Equity Shares together with the copies of the original share certificates in evidencing the Identified Preference Shares.

(b) Within 5 (five) days from the Closing Date, the Purchaser shall: (i) ensure that the Closing Actions (as such term is defined in the WIPL Share Subscription Agreement) required to be undertaken by the Purchaser shall have occurred and the Closing (as such term is defined in the WIPL Share Subscription Agreement) has consummated; and (ii) issue a request letter for the split of the share certificates.

(c) Within 7 (seven) days from the Closing Date, the Purchaser shall: (i) intimate the Department for Promotion of Industry and Internal Trade regarding the investment through the Foreign Investment Facilitation Portal; and (ii) file e-Form DI through the FIRMS portal for investment in the Company, in connection with the Transfer of the Aggregate Sale Shares.

(d) Within 9 (nine) days from the Closing Date under the WIPL Share Subscription Agreement, the Purchaser shall: (i) intimate the Department for Promotion of Industry and Internal Trade regarding the investment through the Foreign Investment Facilitation Portal; and (ii) file e-Form DI through the FIRMS portal for investment in the Company, in connection with the allotment of the Series B CCPS by way of bonus issuance.

(e) Within 9 (nine) days from the Closing Date under the WIPL Share Subscription Agreement, the Purchaser shall ensure that the Purchaser and the WIPL Nominee duly execute the share transfer form in relation to the Transfer of the Nominee Shares from the Purchaser to the WIPL Nominee.

(f) Within 17 (seventeen) days from the Closing date under the WIPL Share Subscription Agreement, the Purchaser Nominees to submit all the necessary consents and declarations required for their appointment on the Board of the Company.

(g) Within 22 (twenty two) days from the Closing Date under the WIPL Share Subscription Agreement, the Purchaser and the WIPL Nominee shall submit to the Company the following declaration, viz., (i) Form MGT 5; and (ii) Form MGT 4, respectively and the Purchaser shall cause the Company to issue Form BEN-4 to the Purchaser for determining the significant beneficial owner.

(h) Within 22 (twenty two) days from the Closing Date under the WIPL Share Subscription Agreement, the Founders shall ensure that the Company undertakes the following actions:

(i) convene a meeting of the Board of the Company to take on record: (A) the appointment of the Purchaser Nominees on the Board of the Company; (B) the resignation of all the existing directors of the Company (including, the directors nominated by the Founders or the Sellers, as applicable) from the Board of the Company and any committees of the Board of the Company; and (C) to take on record the Form MGT-5, Form MGT-4 and Form BEN-1 (if any) submitted by the significant beneficial owner; and

(ii) file e-Form DIR-12 in relation to the cessation of directorship of the existing directors of the Company and the appointment of the Purchaser Nominees on the Board of the Company.

(i) Within 22 (twenty two) days from the Closing Date, the Purchaser shall cause the Company to file: (i) e-Form MGT 6; and (ii) Form BEN-2 (if applicable).

(j) Within 10 (ten) days from the end of the quarter in which the Closing occurs, the Purchaser shall deliver to the Founders and the Key Employees the applicable Purchaser ESOP Grant Letters.

SCHEDULE 8 | SELLER WARRANTIES

1. Authority

1.1. Each Seller is duly incorporated and validly existing under the laws of the country of its incorporation.

1.2. Each Seller has the full power and authority to enter into and perform this Agreement and the other Definitive Agreements to which it is a party and all other documents executed by the Seller which are to be delivered at the Closing Date, each of which constitutes (or when executed, will constitute) legal, valid and binding obligations of the Seller in accordance with their respective terms.

1.3. The execution, delivery and performance by each Seller of the Definitive Agreements to which it is a party will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default under: (a) any order, judgment or decree of any court or Governmental Authority by which the Seller is bound; or (b) any agreement or instrument to which the Seller is a party or by which it is bound.

1.4. The Seller is not insolvent within the meaning of applicable law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due. No administrator or any receiver or manager has been appointed by any Person in respect of the Seller or any of its assets and, to the knowledge of the Seller, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Seller has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

2. Ownership of the Shares

2.1. Each Seller is the sole legal and beneficial owner of its Respective Aggregate Sale Shares.

2.2. Each Seller has fully paid up the Respective Aggregate Sale Shares.

2.3. The Seller's Respective Aggregate Sale Shares are free from any Encumbrances and there is no agreement or commitment (except as set out in this Agreement) to give or create any Encumbrance over or affecting the Respective Aggregate Sale Shares

2.4. The Seller has not nor, to the knowledge of the Seller, has anyone on its behalf done, committed or omitted any act, deed, matter or thing whereby the Respective Aggregate Sale Shares can be forfeited or extinguished.

2.5. There are no unpaid taxes or tax liabilities or any other sum payable under the Income Tax Act, or to the best of its knowledge, there are no tax proceedings, threatened (in writing) or pending, which may render the Transfer of the Seller's Respective Aggregate Sale Shares as void under Section 281 of the Income Tax Act. No written notice under Rule 2 of the Second Schedule of the Income Tax Act has been served on the Sellers.

3. Taxation

3.1. The information set out below is true, accurate and not misleading in any respects:

(a) The Seller holds, and has always held, the Respective Aggregate Sale Shares as a "capital asset" as defined under the Income Tax Act and classified the same in its books of accounts under the head non-current assets and not as "stock-in-trade";

(b) the Seller is neither required to obtain nor has obtained a registration under the GST

Act.

(c) the Tax Computation will be used for the purpose of reporting the tax computation in the tax return to be filed by the Seller for financial year 2024-2025, subject to any changes in accordance with the Income Tax Act, but in no event would capital gains and corresponding capital gains Tax reported in the tax return would be higher than Tax Computation;

(d) the Seller's place of effective management is not in India as defined under Section 6 of the Income Tax Act read with the relevant rules/guidelines;

(e) all documents and information provided for the purpose of Section 281 Report are true, correct, sufficient, accurate and not misleading in any respect; and

(f) all documents and information furnished by the Seller to the Big 4 Accounting Firms for the purposes of obtaining the Tax Computation are true, sufficient and accurate in all respects.

4. Entire Understanding

There are no other arrangements or agreements, oral or written, between the Company and the Seller, with respect to transfer of the Respective Sale Shares other than this Agreement.

SCHEDULE 9

FOUNDER WARRANTIES

1. **Accuracy of Information**

All the information contained in the Agreement (including the Schedules hereof) is true and accurate. All the information which has been given by or on behalf of the Founders and / or the Company to the Purchaser (or to any director, representative, agent or adviser of the Investors) with respect to the Company is true and accurate in all respects and the Founders are not aware of any circumstances which could adversely affect what is set forth herein.

2. **Corporate Status and Authority of the Company**

2.1. The Company is a body corporate duly incorporated and organized under the laws of India, having the full corporate power and authority under Applicable Law to enter into, execute and perform its obligations under the Definitive Agreements and all other documents and instruments required to be executed pursuant thereto or in connection therewith, to own its Assets and carry on the Business as it is now being conducted.

2.2. Execution of the Definitive Agreements and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, will constitute valid and binding obligations and be enforceable against the Company in accordance with their respective terms.

2.3. Neither the Company nor the Subsidiary has any direct or indirect debts, obligations or liabilities of any nature, whether absolute, accrued, contingent, liquidated, whether due or to become due, asserted or unasserted. The Company has not provided or agreed to provide, any loan, credit, or financial assistance to any Person.

2.4. The Business and affairs of the Company have been conducted in accordance with its Company Charter Documents and true, complete and duly authenticated copies of the same have been provided to the Purchaser.

3. **Authorisations**

3.1. All governmental authorisations, Consents and approvals, and corporate approval, creditors' consent, Shareholders' consent and any other third-party Consents, authorisation and approvals required under Applicable Law or under any Contract or otherwise and required to be obtained by the Founders and/or the Company for the execution and performance of the Definitive Agreements have been obtained and/or granted and continue in force and the Company and the Founders have complied with all the conditions attached to each such consent and/or approval.

3.2. The execution, delivery and performance by the Company of the Definitive Agreements and their compliance with the terms and provisions thereof;

3.2.1. does not violate the certificate of incorporation of the Company and the Company Charter Documents;

3.2.2. does not contravene any provision of any Applicable Law, or any order, writ, injunction or decree of any court or tribunal or Governmental Authority to which they are subject;

3.2.3. does not result in the creation of any Encumbrance upon the Assets, properties and Shares of the Company (except as set out under this Agreement), or prejudice any authorisation, consent, license or registration that is required for the Business of the Company;

3.2.4. does not conflict with, result in any breach of, or constitute a default under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any agreement, Contract or permit which is applicable to the Company, or by which any of the Assets and/or Securities of the Company may be bound;

3.2.5. does not constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other Applicable Law enacted for the protection of debtors or creditors; and

3.2.6. constitute valid and binding obligations of the Company and the Founders enforceable against them in accordance with their respective terms.

3.3. Other than the Existing Company Transaction Documents, the Company and the Founders have not executed any prior agreements creating any special rights in the Company, in favour of any other Person.

3.4. The Company is not aware of, nor has it received any notice, in writing, of any action or investigation or other proceedings of any nature whatsoever, by any Governmental Authority or any other Person which would restrain, prohibit or otherwise challenge or impede the transactions contemplated by the Definitive Agreements or would be likely to have a Material Adverse Change on the Company or the Business or is with respect to an alleged or actual violation and/or failure to comply with any Applicable Law, or Company Charter Documents, or require the Company to take or omit any action.

3.5. The Company is entitled to receive 100% (one hundred percent) foreign direct investment under the 'automatic route' (without any sector specific conditions) under the extant foreign exchange laws of India and is in compliance with the NDI Rules.

3.6. The Founders have the authority to execute, deliver and perform their obligations under the Definitive Agreements (to which they are a party) and have, obtained any and all approvals, consents, waivers and authorizations required for the same.

4. **Share Capital and Shareholding**

4.1. The aggregate number of the subscribed and paid-up Share Capital as set forth opposite the Company's Shareholders' names in Part A (*As on the Execution Date*) of Schedule 1 (*Shareholding Pattern of the Company)* represent all of the subscribed, paid-up and outstanding Securities as on the Execution Date. The Company has not issued, allotted or allocated any Securities of any nature whatsoever other than the Securities as set out in Part A (*As on the Execution Date*) of Schedule 1 (*Shareholding Pattern of the Company)* as on the Execution Date.

4.2. All of the issued and outstanding Securities (including the share certificates of such Securities); have been duly authorised, validly issued and allotted in accordance with Applicable Laws, fully paid, except with respect to Class A OCRPS and Class B OCRPS and non-assessable and free of pre-emptive rights and other Encumbrances. Upon the Transfer of the Aggregate Sale Shares to the Purchaser, the Purchaser shall have the marketable title to and shall be the sole legal and beneficial owner of the Aggregate Sale Shares free from any Encumbrance or claim or demand of any description whatsoever. The Aggregate Sale Shares, the shares being transferred from Utkarsh to the Founders and the Buyback Securities issued constitute the whole of the issued and allotted Share Capital of the Company and are fully paid up and all share certificates issued to the Shareholders are duly stamped in accordance with the Applicable Law and are in compliance with the provisions of the Act and / or the Companies (Share Capital and Debentures) Rules, 2014 and other applicable rules. Any acquisition or transfer of the Securities of the Company prior the date of this Agreement has always occurred in compliance with the Applicable Law (including but not limited to the provisions of the Foreign Exchange Management Act, 1999, as amended and rules, regulations, notifications and policies thereunder and./or in furtherance thereto.

4.3. The Company has not bought back other than buy-back of Series Seed CCPS held by Amica Financial Technologies Private Limited pursuant to the Buyback Agreement dated July 23, 2022, repaid or redeemed or other than as set out in the Definitive Agreements, agreed to buy back, repay or redeem any of its Securities or otherwise reduced or agreed to reduce its share capital or purchased any of its own shares or carried out any transaction having the effect of a share buy-back or reduction of share capital. Without prejudice to the generality of the foregoing provision, the Company does not have any default subsisting in the redemption of Preference Shares or in payment of any declared dividend due on any Preference Shares.

5. **Structure**

5.1. Other than the Company Charter Documents and the Company Shareholders Agreement, there is no agreement (oral or written), arrangement, or understanding amongst the Company and other Shareholders' and/or the Founders and other Shareholders, that governs their relationship *vis-à-vis* each other as Shareholders of the Company; and/or their rights in the Company.

5.2. Apart from Zeo Fin Capital Private Limited, the Company has no subsidiaries or joint ventures and has not formed an association of persons for Tax purposes, nor does it own any direct or indirect equity, voting or ownership interest in any Person, including Persons that carry on any business that competes with the Business as presently conducted or as contemplated to be conducted.

5.3. The Founders do not have any equity interest (except to the extent of ownership interest permitted under the Existing Company Documents and the articles of association, in any entity other than the Company) or have any management position in any Person (other than listed companies) nor does each of the Founders own any direct or indirect equity, voting or ownership interest in any Person, including Persons that carry on any business that competes with the Business as presently conducted by the Company and/or the business conducted by the Subsidiary.

6. **Financial Matters**

6.1. The Company has maintained all necessary books of accounts and prepared its financial statements in accordance with Applicable Law and Indian GAAP. The Company has no borrowings or debt or any liabilities of any nature. The Company is in complete compliance with all Tax laws including in relation to its timely and complete payment of Taxes.

6.2. There is no Encumbrance affecting any shares, and/or Assets, including but not limited to tangible, intangible, movable or immovable Assets, of the Company.

6.3. The Company is not potentially liable for the obligations of any Person, nor is any Founder liable for the obligations of the Company.

6.4. There is no claim, liability or Indebtedness of the Company, whether direct, absolute, accrued or otherwise, nor is the Company aware of any condition, fact or circumstance that will create such claim, obligation, liability or Indebtedness.

6.5. The Business and the financial condition (including the Company's Assets, liabilities, profits, losses, expenses, operations and state of affairs) of the Company is in all material respects, truly and fairly provided in the audited financial statements of the Company. To the best of the knowledge of the Company and the Founders, there have been no instances of fraud or material misstatement (in the account books and records) by the Company which have been noticed and not reported.

6.6. Since the date of the financial statements of the Company having been provided to the Purchaser, there has been no event or a condition of any type that has or would constitute a Material Adverse Change.

7. **Contracts and Commitments**

7.1. The Company is in compliance with all Contracts to which it is a party and to the best of the Company's and the Founders' knowledge, no counter party to any of the said Contracts is in default of the provisions thereunder.

7.2. No counterparty has indicated any intention in writing to terminate any Contract to which the Company is a party, prior to the expiration of its term, and to the best of the Company's and the Founders' knowledge, there are no grounds for rescission, avoidance or repudiation of any of such Contracts. All material Contracts have been duly stamped, authorised, executed and delivered by the Company and constitutes a valid and binding obligation of each party thereto, enforceable against each party thereto in accordance with its terms.

7.3. Other than: (a) the current articles of association of the Company and the articles of association of its Subsidiary; (b) Existing Company Transaction Documents; and (c) the Definitive Agreements, there are no agreements or understandings to which the Company or its Subsidiary are a party or by which they are bound which: (i) grants direct or indirect management, operational or voting rights or economic interest in the Company or its Subsidiaries to any third Person including any power of attorney with respect to the foregoing; (ii) is a non-competition Contract restricting in any way the business activities of the Company or its Subsidiaries; (iii) was entered into outside of the ordinary course of Business of the Company or its Subsidiaries; (iv) provides for the sharing of the revenue of the Company or its Subsidiaries with any Third Party or the Founders; or (v) is a Contract with any Person relating to the use of the Assets of the Company or the use of the Assets of its Subsidiaries.

7.4. The Company is not a party to any Contract, arrangement or practice which in whole or in part materially contravenes or is invalidated by any restrictive trade practices, fair trade, consumer protection or similar Applicable Law or regulations in any jurisdiction or in respect of which any filing, registration or notification is required pursuant to such Applicable Laws or regulations (whether or not the same has in fact been made).

7.5. Except for the employment agreements executed in the Ordinary Course of Business, the Company warrants that there are no agreements, understandings between the Company or its Subsidiaries on the one hand and any of its Key Employees or directors on the other.

7.6. There are no year-end commissions, incentives, discounts payable by the Company or its Subsidiaries to any Third Party other than (a) those which are adequately reflected or reserved in the financial statements (b) as recorded in the terms of the agreements between the Company and such Third Party and/or (c) payable by the Company in the Ordinary Course of Business.

7.7. There are no other agreements or contractual obligations to which the Company or its Subsidiaries are a party, which are inconsistent with the provisions of this Agreement.

8. **Authorisations for carrying on Business.**

8.1. The Company and the Subsidiary has obtained all necessary authorisations, Consents, licences and registrations (which are in full force and effect) as required by Applicable Law to carry on the Business. In respect of each such authorisation:

8.1.1. all fees due have been paid;

8.1.2. all conditions have been duly complied with; and

8.1.3. there is no factor that might prejudice its continuance or renewal.

8.2. There are no outstanding powers of attorney given by the Company and/or the Founders to any Person, in relation to the Company.

8.3. The Board is duly elected and validly appointed as per the provisions of the Act and the Charter Documents.

9. **Compliance with Legislation and Absence of Litigation**

9.1. The Company is in compliance with all material Applicable Laws, including but not limited to the foreign exchange regulations and employee welfare/ other labour legislations and the laws and regulations governing the Business of the Company and Business of the Subsidiary.

9.2. There are no written notices, action, suit, proceeding, dispute, litigation, claim, arbitration, infringement, passing off actions or investigation under the Applicable Law, in equity or otherwise, and whether civil or criminal in nature in, before, or by, any court, commission, arbitrator or Governmental Authority, pending against or by or involving the Company and/or the Founders including but not limited to disputes or litigations with the employees of the Company. There are no pending proceedings for the dissolution, liquidation, insolvency or rehabilitation of the Company whether voluntary or involuntary nor any pending notices that the Company is or has been, in violation of or in default under, any Applicable Law or order applicable to the Company or any of their respective Assets and to the best of the Company and the Founders' knowledge, there are no reasonable grounds on which any notices, action, suit, proceeding, dispute, litigation, claim, in respect of any of the foregoing may be issued.

9.3. No order has been made, petition presented, resolution passed or meeting convened for the winding up (or other process whereby its Business is terminated or the Assets are distributed amongst their creditors and/or shareholders or other contributories) of the Company, and/or for an administration order against the Company. The Company is not insolvent or bankrupt, or unable to pay its debts as they fall due. No receiver, liquidator, trustee, administrator, custodian or similar official has been appointed in respect of the whole or any part of the Business or Assets and no step has been taken for, or with a view to the appointment of such a Person.

9.4. There is no judgment, injunction, order or decree binding upon the Company and currently in force and effect, which has the effect of prohibiting or impairing any of its current business practices, its acquisition of property or the conduct of its Business as it is currently conducted.

9.5. The Company is in compliance with the Guidelines on Digital Lending, 2022, as applicable to the Company and amended from time to time. Neither the Company nor the Subsidiary undertake any activity in violation of the Guidelines on Digital Lending, 2022 as applicable to the Company.

9.6. Neither the Company nor the Founders have committed:

9.6.1. any criminal or unlawful act;

9.6.2. any breach of fiduciary obligation under the Applicable Law; or

9.6.3. any breach of Contract or statutory duty or any tortious act which could entitle any Third Party to terminate any Contract / agreement to which the Company is a party, or which could have a Material Adverse Change on the Company or the Business.

9.7. The Company, their respective employees, agents and their consultants and each other Person acting for, or on behalf of, the Company, has complied with the Anti-Corruption Laws, the Anti-Money Laundering Laws and all other applicable laws regarding illegal payments and gratuities.

9.8. The Company does not currently own and/or operate any payment system. The Company is not required to obtain any licenses/registrations under Applicable Law including but not limited to the Payment and Settlements Act, 2007 and rules/regulations/notifications thereunder.

10. **Proprietary Rights**

10.1. The Company owns all Proprietary Rights, confidential information used by the Company without any claims or Encumbrances of any manner. All Proprietary Rights as developed or created by the employees of the Company are validly assigned, duly vested, registered in the name of the Company.

10.2. The Company, to the best of its knowledge, does not infringe nor is it alleged that the Company infringes or wrongfully uses any confidential information or Proprietary Rights.

10.3. No one has been licensed, authorized, or permitted by the Company to use a name incorporating all or part of the names of the Company or any business names.

10.4. The Company is not in default under any licence, sub licence or assignment granted to it in respect of any Proprietary Rights used in relation to its Business.

10.5. All rights in Proprietary Rights, confidential business information and trademarks owned or otherwise required for the Business as currently conducted are vested in or validly granted to the Company and are not subject to any limit as to time or restriction and all renewal fees and steps required for their maintenance or protection have been paid and taken.

10.6. No Person who has contributed to, or participated in, the conception and development of any Intellectual Property for the Company has asserted any claim against the Company in connection with such Person's involvement in the conception, creation and development of such intellectual property rights.

10.7. The Company has entered into appropriate non-disclosure, proprietary and Proprietary Rights assignment agreements with each of its employees, Founders and any Person working for the Company in respect of all Proprietary Rights and all work product developed or invented by them in the course of their association with the Company is without any limitation or condition assigned to/owned by the Company in perpetuity and on a worldwide basis in accordance with Applicable Law

11. **Records and Corporate Matters**

11.1. All accounts, books, ledgers, statutory registers and financial and all other records of the Company have been fully and properly maintained and contain complete and accurate records in all material respects of all the matters as per Applicable Law.

11.2. The Company is complying with all requirements of their respective Charter Documents for validly conducting the meetings of their Board and meetings of their respective Shareholders and have duly reflected the proceedings of the meetings in the respective minutes.

11.3. All documents required to be delivered and filings required to be made by the Company to the relevant Registrar of Companies, RBI or any other Government Authority, if any, are complete and accurate in all respects and have been properly delivered except as may be required to be delivered and filed following the Closing pursuant to the Definitive Agreements.

12. **Taxation**

12.1. The accounts contain provisions adequate to cover Taxes for or in respect of the Company for all periods up to the date of execution of the Agreement. No additional or other Taxes are or will be payable (whether on, before or after Closing) by the Company in respect of periods prior to the Closing Date.

12.2. The Company has no notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Company.

12.3. The Company has complied with all the material requirements as specified under the respective Applicable Laws as applicable to it in relation to returns, assessments, computations, notices, deductions, withholdings and information which are or are required to be made or given by the Company to any Tax authority for Taxation and for any other Tax or duty purposes, have been made on a proper and timely basis and are true, correct, complete.

12.4. All Taxes due, payable, withheld, deducted, collected, retained and deposited, by the Company have been properly paid, withheld, deducted, collected, retained and deposited or properly accrued as per the Applicable Laws, and all returns and reports required to be filed by the Company have been prepared and filed in a timely manner or after the expiry of the prescribed time period, with the applicable interest and penalties, and in accordance with the Applicable Law and the Company has no obligations or provisions for any accrued or deferred Taxes.

12.5. The Company is not subject to Tax in any jurisdiction other than India.

12.6. With respect to any period for which Tax returns are not yet due and thus have not been filed, or for which Taxes are not yet due or owing, the Company, to the extent necessary, has made due and sufficient accruals for such Taxes in its books and records and in accordance with the Indian GAAP and Applicable Laws, including the financial statements of the Company.

12.7. The Company has not paid or become liable to pay any material interest, penalty, surcharge, cess or fine relating to any applicable Taxes. The Company has not been subject to and is not currently subject to, any investigation, audit or search and/or seizure by any revenue authority nor has received any notice from Taxation Authority.

12.8. No relief (whether by way of deduction, refunds, credits, exemptions, reduction, set-off, exemption, postponement, roll-over, hold-over, repayment or allowance (including allowance of Tax losses) or otherwise) from, against or in respect of any Taxation has been claimed and/or given to the Company which could or might be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of the transaction contemplated under this Agreement and/or as a result of any act, omission, event or circumstance arising or occurring at or at any time before completion of the transaction contemplated under this Agreement.

12.9. The Company is entitled to deductions in respect of all expenses claimed in relation to any carried forward losses or otherwise, and no such deductions have been; and, to the best knowledge of the Company and Founders, neither the Founders nor the Company anticipate that any of these deductions would be disallowed by the Taxation Authorities, except in cases where such disallowances is triggered because of the Company's dependency on a Third Party to take certain action in this regard.

12.10. The Company has not disposed of or acquired any Assets in circumstances such that the disposal price or acquisition cost of the asset would be treated for Taxation purposes as being different from the consideration given or received.

12.11. The Company is not a party to any transaction(s) or arrangement(s) whereunder the Company is liable to Taxation except in respect of, and to the extent of, income and profits actually received, and no arrangements exist which might give rise to such a liability, whether as a consequence of any provision relating to transfer pricing or otherwise.

12.12. There are no Encumbrances for Taxes (other than for current Taxes not yet due) on the Assets. The Company is not a party to any agreement providing for the allocation or sharing of Taxes. No Taxes are, or will be due from the Company with respect to the transactions contemplated by this Agreement.

12.13. The Company is not engaged in, or been a party to, any transactions or series of transactions or scheme or arrangement of which the main purpose, or one of the main purposes, was the (a) evasion of Taxes as per the Applicable Laws; and (b) avoidance of or deferral of Taxes in contravention of any of the provision of GAAR (General Anti-Avoidance Rule).

12.14. The Company, as on the date of Closing, is not liable for any Tax as the agent of any other Person or business or constitutes a permanent establishment of any other Person, business, or enterprise for any Tax purpose under the Applicable Laws.

13. **Related Party Transactions**

13.1. The Company, or the Founders with respect to the Company, have no transactions with any Related Party other than on arm's length basis and all transactions entered into by the Company with Related Parties are in compliance with Applicable Law (including the Act).

13.2. No corporate guarantees have been issued by the Company or its Subsidiary for the benefit of any of their Related Parties and there are no reimbursement arrangements/agreements between the Company or its Subsidiary and any of the Related Parties in relation to corporate guarantees issued by such related parties for the benefit of the Company or its Subsidiary or otherwise.

14. **Property**

14.1. The Company does not own any immovable property.

14.2. Insofar, as all the immovable properties used by the Company for the purpose of its Business are concerned, the usage thereof is as per Applicable Law. All leases, tenancies, licenses and agreements of any nature which the Company is a party to are valid, binding and enforceable obligations of the Company and, to the best knowledge of the Company and the Founders, of the respective parties thereto and the terms thereof have been complied with by the Company and, to the best of the knowledge of the Company and the Founders, there have occurred no grounds for rescission, avoidance or repudiation of any of such leases, tenancies, licenses or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof. With respect to the properties and Assets, which the Company has taken on lease, rent or leave and license, the Company is not in any material non-compliance with such leases, rental agreements or licenses. There does not exist any mortgage, charge, pledge, lien, Encumbrance over all or any of the present or future revenues of the Company or any agreement in this regard. The Company is enjoying the right to quiet and peaceful possession of all of its immovable property and no notice of any disturbance of, or challenge to the Company's quiet and peaceful possession has been received.

14.3. All significant records and information, belonging to the Company or relating to its Business (whether or not held in written form) are in the possession and under the direct control of the Company and subject to unrestricted access by it.

14.4. No Assets have been disposed of other than as set out in the financial statements of the Company and/or in the Ordinary Course of Business. The Company has not given any rights to any Third Parties with respect to any of the Assets other than in the Ordinary Course of Business.

14.5. The Assets of the Company and the facilities and services to which the Company has a contractual right include all rights, properties, assets, facilities and services necessary for the carrying on the Company's Business in the manner in which it is presently carried on and is contemplated to be carried on.

15. **Information Technology Matters**

15.1. The Company has exclusive control of the operation of the Company's computer systems and of the storage, processing and retrieval of all data stored on the Company's computer systems and any Proprietary Rights in such data are owned solely by the Company.

15.2. All the records and systems (including but not limited to computer systems) and all data and information relating to the Company are recorded, stored, maintained or operated or otherwise held by the Company and are not wholly or partly dependent on any facilities which are not under the exclusive ownership or control of the Company. It is understood between the Parties that this representation under Paragraph 15.2 shall not affect the Company's use of/right to use services hosted by third parties (such as cloud services including but not limited to Amazon Web Services, Microsoft Azure etc.), wherein the data and information of the Company is hosted on, recorded, stored or maintained. The Company warrants that it will, at all times, maintain control over such data and information that is hosted on, recorded, stored or maintained on the servers of such third parties and will not relinquish control over the said data and information.

15.3. The Company is licensed to use all software necessary to enable it to continue to use its computerised records for the foreseeable future in the same manner in which they have been used prior to the date of this Agreement and does not share any user rights in respect of such software with any other Person.

15.4. The Company's information technology systems have not failed and the data which they process has not been corrupted. To the best knowledge of the Company and the Founders, the Company's information technology systems do not contain viruses, bugs or things which distort their proper functioning, permit unauthorised access or disable them without the consent of the user.

16. **Employees**

16.1. All employees have signed employment Contracts with the Company which are duly stamped, executed and legally enforceable and are bound by confidentiality, non-compete and non-solicitation obligations in favour of the Company. These Contracts can be terminated with 3 (three) months' notice or less without giving rise to claims for damages or compensation, except for statutory entitlements. To the best of the knowledge of the Company and Founders, none of the employees of the Company are in material breach of their respective employment Contracts.

16.2. No amount due to or in respect of any Director or employee or former director or former employee of the Company is in arrears and unpaid other than his current salary or current contract fee for the relevant period as on the Execution Date and as on the Closing Date.

16.3. There are no payments, loans, or other enhanced benefits, which have been promised to the employees or paid to former employees from the time of incorporation of the Company, where such payments exceed the level of the statutory redundancy payment and there are no details of any compensation calculation formula or selection criteria adopted by the Company in this respect.

16.4. There are no employees who belong to any particular trade union or staff associations, which affect employees or any standing elected employee representative who have been provided with information or consulted with in the past and there are no trade unions recognized by the Company.

16.5. There are no collective agreements or other arrangements, agreements, understandings or any sole bargaining / collective bargaining arrangements between the Company and trade unions. The Company is not a party to any agreement with any industrial organisation in respect of its employees and their employment or engagement.

16.6. To the best of the Company's and the Founders' knowledge, no Key Managerial Personnel of the Company is intending to terminate her/his employment with the Company nor does the Company have an intention at present to terminate the employment of any Key Managerial Personnel.

17. **Insurance**

17.1. The Company has adequately insured its material Assets, and the Business in accordance with prudent business practices against comprehensive liability, public liability, fire, earthquake, strikes, riots, explosion, floods, burglary, theft and other risks including against accident, physical loss or damage, and other appropriate insurance coverage for risks normally covered by insurance policies of companies carrying on business of a similar nature as the Company.

17.2. In respect of all insurances relating to the Company or Assets (a) all premiums have been duly paid to date; (b) all the policies are in full force and effect and no act, omission, misrepresentation or non-disclosure by or on behalf of the Company has occurred which makes any of these policies voidable, nor has there been any breach of the terms, conditions and warranties of any of the policies that would entitle insurers to decline to pay all or any part of any claim made under the policies; and (c) no claim is outstanding and to the best of the knowledge of the Company and Founders, no circumstances exist which are likely to give rise to any claim.

18. **General**

18.1. All information relating to the Company which is material in relation to the Company's Business, operations, financial conditions, Assets and liabilities, Proprietary Rights, organisation, Tax, employment related matters, compliance matters and litigation required to be known by any prudent investor for valuable consideration has been disclosed to the Purchaser.

18.2. There are no material facts or circumstances in relation to the Business, the Company and the Founders or the transactions contemplated in this Agreement which have not been fully and fairly disclosed in writing and which if disclosed might reasonably have been expected to affect the decision of the Purchaser to enter into this Agreement.

19. **Sanctions, Anti-Money Laundering and Anti-Corruption Laws**

19.1. The Company has not taken, does not take and none of its Affiliates or their respective representatives or any Persons acting on their behalf in any jurisdiction has taken or takes, any action that would constitute a breach or violation of any Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

19.2. The Founders have not taken or take any action that would constitute a breach or violation of any Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions applicable to such Founder.

19.3. Neither the Company nor its Affiliates have:

(i) entered into any transaction or arrangement: (A) with or for the benefit of any Sanctioned Person; or (B) related to any activity prohibited by, or that would result in a violation of Sanctions;

(ii) used, lent or otherwise made available, all or any part of the proceeds available of the Company to fund, any trade, business or other activities involving any Sanctioned Person in any other manner that could reasonably be expected to result in the Company nor its Affiliates being in breach or violation of any Sanctions or becoming a Sanctioned Person; or

(iii) made sales to, contracted with or otherwise engaged in business activities with or for the benefit of any persons and countries that are subject to Sanctions.

19.4. No director or Shareholder (direct or indirect, beneficiary or otherwise) of the Company or its Affiliate is a Sanctioned Person or otherwise is subject to Sanctions.

19.5. No Sanctioned Person has any direct or indirect legal or beneficial interest in any funds or proceeds available to the Company and/or its Affiliate.

SCHEDULE 10 | PURCHASER WARRANTIES

1.1. The Purchaser is a duly incorporated and registered company and validly existing under the laws of India.

1.2. The Purchaser has the full power and authority to enter into and perform this Agreement and all other Definitive Agreements executed by the Purchaser which are to be delivered at Closing, each of which constitutes (or when executed, will constitute) legal, valid and binding obligations of the Purchaser in accordance with their respective terms.

1.3. The execution, delivery and performance by the Purchaser of the Definitive Agreements will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default under: (a) any order, judgment or decree of any court or Governmental Authority by which the Purchaser is bound; or (b) any agreement or instrument to which the Purchaser is a party or by which it is bound.

1.4. The Purchaser is not insolvent within the meaning of Applicable Law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due. No administrator or any receiver or manager has been appointed by any Person in respect of the Purchaser or any of its Assets and, to the knowledge of the Purchaser, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Purchaser has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

1.5. The Purchaser has not received any notices, or any threat in writing of any proceedings before any court or tribunal and there are no proceedings before any court or tribunal to: (i) enjoin, restrict or prohibit the transactions contemplated by this Agreement; or (ii) prevent it from fulfilling their respective obligations under this Agreement.

1.6. This Agreement (and the documents contemplated hereby) has been duly executed and delivered by the Purchaser, and assuming due authorization, execution and delivery by the other parties hereto and thereto, constitutes a legal valid and binding agreement on its part, enforceable in accordance with its terms.

SCHEDULE 11 | DISCLOSURE SCHEDULE

Date: [•]

To:

Whizdm Innovations Private Limited
No. 17/1, Kadubeesanahalli, Outer Ring Road,
Bengaluru - 560087,
Karnataka, India

Subject: *Disclosure Schedule under the share purchase agreement dated September 03, 2024 executed by and between Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited*

Dear Sir,

We refer to the share purchase agreement dated September 03, 2024 executed by and between Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited (the "**SPA**").

Any capitalised term used but not specifically defined herein shall have the meaning ascribed to it in the SPA and subject as aforesaid, the provisions of Clause 1 (*Definitions and Interpretation*), Clause 11 (*Governing Law and Dispute Resolution*) of the SPA shall apply to this disclosure schedule, *mutatis mutandis*, as if they were set out herein.

This disclosure schedule constitutes the Disclosure Schedule referred to under the SPA and forms an integral part of the SPA.

As on the date of this Disclosure Schedule, the Founder Warranties are qualified by the contents of this Disclosure Schedule only to the extent that any fact, matter, event or circumstance is disclosed in this Disclosure Schedule against each specific Founder Warranty in respect of which such information has been mentioned as having been disclosed and will not be considered to be a disclosure in respect of any other Founder Warranty unless expressly provided under the disclosure. All the information contained in this Disclosure Schedule is true, complete and accurate in all respects.

In the event that any of the disclosures or annexures to this letter refer to any document (including notices, contracts, etc.), the contents of such documents shall not be considered to be disclosed. Where there is any inconsistency between the contents of the documents referred hereto and the factual statements contained in this Disclosure Schedule, then the factual statements contained in this Disclosure Schedule shall prevail.

For ease of reference, the matters disclosed in this Disclosure Schedule are arranged in paragraphs corresponding to the numbered and lettered item of Schedule 9 (Founder Warranties) of the SPA and shall qualify only the Founder Warranty which is set out in such numbered and lettered item of Schedule 9 of the SPA to the extent disclosed herein.

[*Intentionally Left Blank*]

Sr. No.	Para no. of Schedule 9	Specific Disclosure
[•]	[•]	[•]

SCHEDULE 12 | DESIGNATED BANK ACCOUNT

Name of the Seller	Bank Account Details
NEXUS VENTURES VI HOLDINGS, LLC	Account Name: Nexus Ventures VI Holdings, LLC Bank Name: Citibank N.A. Account No.: 54199852 Branch: Citibank N.A.Delaware Swift Code: CITIUS33
ACCEL INDIA VII (MAURITIUS) LIMITED	Account Name: Accel India VII (Mauritius) Limited Bank Name: HSBC Bank (Mauritius) Limited Account No.: Current account - 080-169022-020 Branch: Ebene, Mauritius Swift Code: HSBCMUMUOBU Correspondent bank: HSBC Bank USA, New York USA HSBC SWIFT - MRMDUS33 (intermediary bank)
ACCEL INDIA VI (MAURITIUS) LIMITED	Account Name: Accel India VI (Mauritius) Limited Bank Name: HSBC Bank (Mauritius) Limited Account No.: Current account - 080-164916-020 Branch: Ebene, Mauritius Swift Code: HSBCMUMUOBU Correspondent bank: HSBC Bank USA, New York USA HSBC SWIFT - MRMDUS33 (intermediary bank)

SCHEDULE 13 | SPECIFIC INDEMNITY ITEMS

(a) Any Losses that may arise out of the failure of the Company to comply with the terms and provisions of the following: (i) Payment and Settlement Systems Act, 2007; (ii) Guidelines for Default Loss Guarantee in Digital Lending issued by the RBI dated June 08, 2023; (iii) Master Direction - Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023; and (iv) Guidelines on Digital Lending issued by the RBI on September 2, 2022.

(b) Any Losses that may arise out of: (i) the failure of the Company to make the necessary applications with the Trade Marks Registry for the registration of any unregistered trademarks owned or used by the Company; and (ii) the use of the unregistered trademarks by the Company, in each case, pertaining to the Business and operations of the Company prior to the Closing Date.

(c) Any Losses that may arise out of failure of the Company to comply with the provisions of the Act in respect of: (i) the appointment of a whole-time company secretary by the Subsidiary as required under section 203 of the Act read with the rule 8A of the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014; (ii) the loan aggregating to INR 18,62,480 (Indian Rupees) procured by the Company from its directors in Financial year 2021-22, including, without limitation Section 73 of the Act and the Companies (Acceptance of deposits) Rules, 2014 ("**Deposit Rules**"); and (iii) reclassification of shareholding of Utkarsh Ranjan Sain from promoter to non-promoter shareholder of the Company.

(d) Any Losses that may arise out of the failure of the Company to comply with the terms and provisions of the memorandum of understanding dated December 20, 2023 executed by and between the Company and Ahalya Solutions pursuant to which the Company has subcontracted its obligation to provide collection and recovery services to its lending partners.

SCHEDULE 14 | KEY EMPLOYEES

1. Anurag Shailendra Singh
2. Janani Jagatheeswaran
3. Sarang Sanjay Nakade
4. Rajat Kishor Solanki
5. Mriganka Lulla
6. Prajwal Sanjay Aher
7. Sudhir Vitta
8. Shibnath Roy
9. Swayamjeet Das
10. Aashima Bisen
11. Shweta Chirag Amessar
12. Naheel Palliyali
13. Shubhangi Kumari
14. Bibartan Roy
15. Shubham Jain
16. Sagar Dilip Khale
17. Rahul Shukla
18. Vivek Mishra
19. Janesh Kumar
20. Maharaja Mariappan
21. Kirti Gaggar
22. Tushar Anchliya Jain
23. Debjyoti Dastidar
24. Sahiba Sood
25. Nirali Ajey Naik
26. Arjun Vijay Pansare
27. Vineet Singhal

[Signature pages to follow]

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed for and on behalf of **Whizdm Innovations Private Limited**

Sanjay Aggarwal

Digitally signed by Sanjay Aggarwal
Date: 2024.09.02 20:11:50 +05'30'

By: Sanjay Aggarwal
Designation: Director

MONEYVIEW LIMITED
Bangalore

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed and Delivered by Anisha Dossa

ADossa

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed and Delivered by **Anusha Ramakrishnan**

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed for and on behalf of **Zeo Fin Technology Private Limited**

By: Anusha Ramakrishnan
Designation: COO

ZEO FIN TECHNOLOGY PVT. LTD. MUMBAI

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed for and on behalf of **Nexus Ventures VI Holdings, LLC**

Signed by:
Jishnu Bhattacharjee
D45D75A2A1BD490...

By: Jishnu Bhattacharjee
Designation: Authorised Signatory

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed for and on behalf of **Accel India VI (Mauritius) Limited**

____

By: Aslam Koomar
Designation: Director

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Signed for and on behalf of **Accel India VII (Mauritius) Limited**

____

By: Aslam Koomar

Designation: Director

This signature page forms part of the Share Purchase Agreement entered into amongst Nexus Ventures VI Holdings, LLC, Accel India VII (Mauritius) Limited, Accel India VI (Mauritius) Limited, Anisha Dossa, Anusha Ramakrishnan, Zeo Fin Technology Private Limited and Whizdm Innovations Private Limited.