



सत्यमेव जयते

INDIA NON JUDICIAL

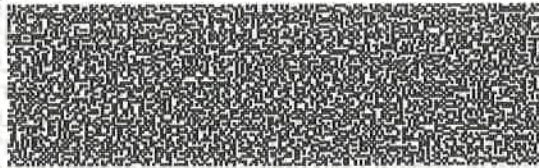
Government of Karnataka

Rs. 600

e-Stamp

Certificate No. : IN-KA04387759408394T
Certificate Issued Date : 17-Apr-2021 03:35 PM
Account Reference : NONACC (FI)/ kacrsfl08/ ULSOOR1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0879248850635786T
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : SHARE SUBSCRIPTION AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : SRIHARSHA MAJETY
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)

सत्यमेव जयते



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcifilestamp.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.

AMENDMENT AGREEMENT TO THE SERIES J SUBSCRIPTION AGREEMENT

AMENDMENT AGREEMENT TO THE SERIES J SUBSCRIPTION AGREEMENT

This Amendment Agreement (“**Amendment Agreement**”) is made and executed on this 19th day of April, 2021 by and amongst:

- (1) **THE PERSONS LISTED IN PART A OF SCHEDULE 1**, (hereinafter collectively referred to as the “**Investors**” and individually as an “**Investor**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns). Brief particulars about each Investor are set forth in **Part A of SCHEDULE 1**;

AND

- (2) **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli Bengaluru Karnataka 560103 (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). Brief particulars about the Company are set forth in **Part B of SCHEDULE 1**;

AND

- (3) **THE PERSONS** whose names, addresses and other particulars are set out in **Part C of SCHEDULE 1** (each a “**Founder**” and collectively the “**Founders**” hereinafter, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and permitted assigns).

The Investors, the Company and the Founders shall collectively be referred to as the “**Parties**” and individually as “**Party**” wherever the context so permits.

RECITALS:

- A. The Parties have entered into the Series J subscription agreement dated 8 April 2021 (“**SSA**”).
- B. In terms of the SSA, the Investors have agreed to invest in the capital of the Company by way of subscription to the Investor Securities. Accordingly, the Company has agreed to issue the respective Investor Securities to the Investors in accordance with the process laid down Section 42 and Section 62 (1) (c) of the Act and the SSA.
- C. Over and above the 10,971 (ten thousand nine hundred and seventy one) Series J CCPS, Falcon Edge is desirous of subscribing to and the Company has agreed to issue and allot certain additional Series J CCPS to Falcon Edge, on the Closing Date, subject to execution of this Amendment Agreement.
- D. Accordingly, the Parties have agreed to certain amendments to the SSA as set out below and accordingly, have mutually agreed to amend the SSA in the manner set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, set forth in this Amendment Agreement, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Capitalized terms and other words and expressions used in this Amendment Agreement but not expressly defined herein shall bear the respective meanings assigned to them in the SSA. The provisions of Clause 1.2 and **SCHEDULE 3** (*Rules of Interpretation*) of the SSA shall apply *mutatis mutandis* to this Amendment Agreement.

2. AMENDMENTS

Pursuant to Clause 8.7 (*Amendments*) and without prejudice to Clause 8.9 (*Entire Agreement*) of the SSA, the Parties hereby agree and confirm that, on and from the date of execution of this Amendment Agreement, the SSA shall be amended as follows:

- 2.1 The definition of “Falcon Edge Securities” in **SCHEDULE 2** (*Definitions*) shall stand deleted in its entirety and be replaced with the following:

“**Falcon Edge Securities**” means 13,714 (Thirteen Thousand Seven Hundred and Fourteen) Series J CCPS to be issued to Falcon Edge in consideration for the payment of Falcon Edge’s allocation of the Subscription Amount, as set out in Part A of **SCHEDULE 4**.”

- 2.2 The definition of “Investor Securities” in **SCHEDULE 2** (*Definitions*) shall stand deleted in its entirety and be replaced with the following:

“**Investor Securities**” means the 1,00,238 (One lakh two hundred and thirty eight) Series J CCPS to be issued to the Investors in the manner set out in Part A of **SCHEDULE 4** in accordance with the terms and conditions set out in this Agreement.”

- 2.3 **Part A** (*Details of Investment*) of **SCHEDULE 4** (*Capitalization of the Company*) shall stand deleted in its entirety and be replaced with the following:

“Part A: DETAILS OF INVESTMENT

Name of the Investor	Relevant Portion of the Subscription Amount (in INR)	Number of Series J CCPS to be issued
MIH India Food Holdings B.V.	9,09,54,59,139	34,413
QIA	3,62,46,51,342	13,714
Falcon Edge	3,62,46,51,342	13,714
Accel Leaders	2,17,46,85,084	8,228
Amansa	1,44,97,01,955	5,485
Think India	36,23,59,413	1,371
TIMF	1,81,23,25,671	6,857
Carmignac	2,17,46,85,084	8,228

GS	2,17,46,85,084	8,228
Total	26,49,32,04,114	1,00,238

[This space has been intentionally left blank]

2.4 Part C (Post Investment Capitalization) of **SCHEDULE 4** (Capitalization of the Company) shall stand deleted in its entirety and be replaced with the following:

“PART C: POST INVESTMENT CAPITALIZATION

Capitalisation of the Company on the Closing Date

Name of Shareholder	Equity Shares	MSOP	Series A CCP S	Series B CCP S	Series C CCPS	Series D CCP S	Series E CCPS	Series F CCP S	Series G CCPS	Series H CCPS	Series I CCP S	Series I2 CCPS	Series J CCP S	Total Shares on (FDB)	Percentage
Founders	96,657	49,159	-	-	-	-	-	-	-	-	-	-	-	1,45,816	10.79%
Sriharsha Majety	54,388	49,159	-	-	-	-	-	-	-	-	-	-	-	1,03,547	7.66%
Lakshmi Nandan Reddy Obul	24,087	-	-	-	-	-	-	-	-	-	-	-	-	24,087	1.78%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	-	-	18,182	1.34%
ESOP	79,133	-	-	-	-	-	-	-	-	-	-	-	-	79,133	5.85%
ESOP	79,133	-	-	-	-	-	-	-	-	-	-	-	-	79,133	5.85%
Investors	3,076	-	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	11,21,345	82.95%

SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	-	-	67,728	5.01%
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	-	-	75,011	5.55%
Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	-	-	58,663	4.34%
Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	-	-	15,535	1.15%
Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	-	-	5,739	0.42%
RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	-	-	4,361	0.32%
MIH India Food Holdings B.V.	676	-	18,688	12,180	7,477	18,795	80,754	48,174	40,464	1,50,179	30,170	47,071	34,413	4,89,041	36.18%
Inspired Elite Investments Limited	10	-	720	393	172	220	-	32,106	12,645	11,923	3,606	-	-	61,795	4.57%
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	-	-	51,478	3.81%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	-	-	9,442	0.70%

Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	-	-	35,579	2.63%
Tencent Cloud Europe B.V.	186	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	-	-	58,125	4.30%
HH BTPL Holdings II Pte. Ltd.	73	-	1,570	1,046	664	844	-	-	-	14,384	-	-	-	18,581	1.37%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	302	-	10,917	0.81%
Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	-	-	2,760	0.20%
Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	-	-	257	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	-	-	1,508	0.11%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	-	-	603	0.04%
SVIC No.38 New Technology Business	1	-	-	-	-	-	-	-	-	-	904	-	-	905	0.07%

Investment L.L.P.															
SVIC No.45 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	-	-	905	0.07%
SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	-	-	603	0.04%
INQ Holding LLC	-	-	-	-	-	-	-	-	-	-	-	30,170	13,714	43,884	3.25%
Alpha Wave Ventures, LP	-	-	-	-	-	-	-	-	-	-	-	18,102	13,714	31,816	2.35%
Accel Leaders 3 Holdings (Mauritius) Ltd	-	-	-	-	-	-	-	-	-	-	-	13,576	8,228	21,804	1.61%
Amansa Investments Ltd	-	-	-	-	-	-	-	-	-	-	-	9,051	5,485	14,536	1.08%
Lathe Investment Pte. Ltd.	-	-	-	-	-	-	-	-	-	-	-	15,085	-	15,085	1.12%
TIMF Holdings	-	-	-	-	-	-	-	-	-	-	-	-	6,857	6,857	0.51%

Fund – Series 8															
QED Innovation Labs LLP ¹	15	-	-	-	-	-	-	-	-	-	-	-	-	15	0.00%
TOTAL	1,84,435	49,159	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	13,51,863	100%

[This space has been intentionally left blank]

¹ Please note that the Company is in process of completing a secondary sale of shares by the Founders and management team of the Company due to which such entities shall be holding the shares stated above as on the Closing Date

3. AGREEMENT TO FORM PART OF SSA

- 3.1 The Parties agree that this Amendment Agreement shall be effective and shall be deemed to form part of and incorporated into the SSA, as from the date hereof. This Amendment Agreement and the SSA shall be read as a whole and shall constitute the entire understanding between the Parties relating to the subject matter hereof. Further, any reference to the SSA in any other documents shall include a reference to the SSA, as amended by this Amendment Agreement.
- 3.2 Except to the extent modified by this Amendment Agreement, all the other terms and conditions of the SSA along with the Schedules thereto shall stand unchanged and in full force and continue to bind the Parties thereto as before and none of the rights and obligations of any Party to the Agreement shall, except for the modifications contained in this Amendment Agreement, be deemed to be altered or modified in any manner whatsoever.
- 3.3 If there is any inconsistency between the provisions of this Amendment Agreement and the SSA, the terms of this Amendment Agreement shall prevail in relation to the matters set out herein.

4. MISCELLANEOUS

- 4.1 The following clauses of the SSA shall be deemed to be incorporated in this Amendment Agreement by reference and shall apply to the understanding set out in this Amendment Agreement: Clause 5.1, 5.2 and 5.3 (*Warranties of the Company and Founders*), Clause 5.4 (*Warranties of the Investors*), Clause 6.8 (*Confidentiality*), Clause 6.9 (*Publicity*), and Clause 8 (*Miscellaneous*).
- 4.2 This Amendment Agreement may be executed and delivered in any number of counterparts each of which shall be an original.

[This space has been intentionally left blank]

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

For: MIH India Food Holdings B.V.

Roger Rabalais

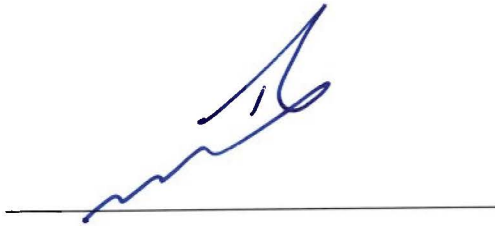
Name: Roger Rabalais

Title: Director

[The remainder of this page has been intentionally left blank]

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

For: INQ HOLDING LLC

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'AH'.

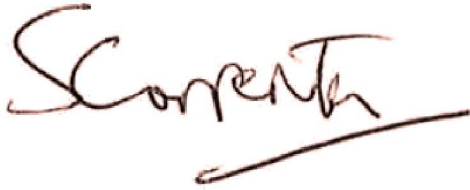
Name: Ahmed Al-Hammadi

Title: Director

[The remainder of this page has been intentionally left blank]

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

For: ALPHA WAVE VENTURES, LP



Name: Scott Carpenter

Title: Authorised Signatory

[The remainder of this page has been intentionally left blank]

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

For: ACCEL LEADERS 3 HOLDINGS (MAURITIUS) LTD.



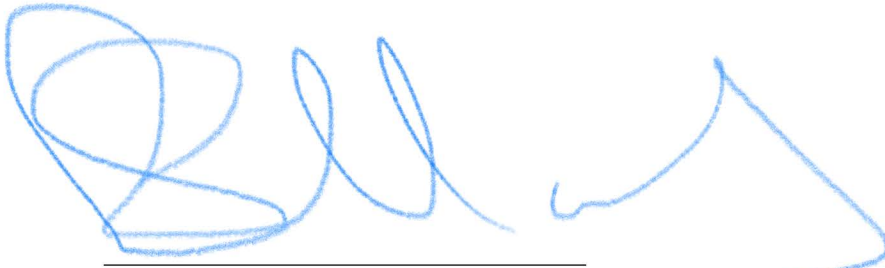
Name: Aslam Koomar

Title: Director

[The remainder of this page has been intentionally left blank]

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

For: AMANSA INVESTMENTS LTD.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end, positioned above a thin horizontal line.

Name: Mr. Subhas Lallah

Title: Director

[The remainder of this page has been intentionally left blank]

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

For: TIMF HOLDINGS



Name: Tom Glaser

Title: Authorized Signatory

[The remainder of this page has been intentionally left blank]

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

For: THINK INDIA OPPORTUNITIES MASTER FUND L.P.



Name: Tom Glaser

Title: Authorized Signatory

[The remainder of this page has been intentionally left blank]

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

For: CGH AMSIA S.À R.L.



Name: Eric Helderlé

Title: Manager

[The remainder of this page has been intentionally left blank]

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

For: GOLDMAN SACHS ASIA STRATEGIC PTE. LTD.



Name: Tan Ching Chek

Title: Director

[The remainder of this page has been intentionally left blank]

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

For BUNDL TECHNOLOGIES PRIVATE LIMITED

A handwritten signature in blue ink, appearing to read "M. Sri Harsha", is written above a horizontal line.

Name: Sriharsha Majety

Title: Director

[The remainder of this page has been intentionally left blank]

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

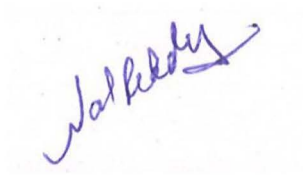
By Sriharsha Majety

M. Sri Harsha

[The remainder of this page has been intentionally left blank]

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

By Lakshmi Nandan Reddy Obul



[The remainder of this page has been intentionally left blank]

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

By Rahul Jaimini



[The remainder of this page has been intentionally left blank]