



सत्यमेव जयते

INDIA NON JUDICIAL

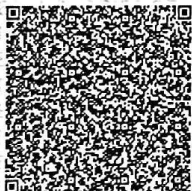
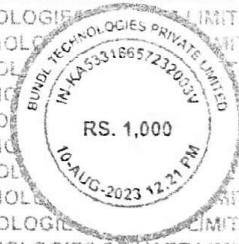
Government of Karnataka

Rs. 1,000

e-Stamp

Certificate No. : IN-KA53316657232003V
Certificate Issued Date : 10-Aug-2023 12:21 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0878397355171214V
Purchased by : Bundl Technologies Private Limited
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : Deed of Accession and Adherence
Consideration Price (Rs.) : 0
 (Zero)
First Party : Bundl Technologies Private Limited
Second Party : The Ramco Cements Limited and others
Stamp Duty Paid By : Bundl Technologies Private Limited
Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

सत्यमेव जयते



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.

DEED OF ACCESSION AND ADHERENCE

This **DEED OF ACCESSION AND ADHERENCE TO THE SHAREHOLDERS' AGREEMENT** (the "**Deed**") is made on August 18, 2023 ("**Execution Date**").

BETWEEN

- (1) **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the laws of India, having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli Bangalore Karnataka 560103, India (hereinafter referred to as the "**Company**", which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its successors and permitted assigns);

AND

- (2) **THE PERSONS** whose names, addresses and other particulars are set out in **SCHEDULE IA** (hereinafter referred to as "**Acceding Party**" and collectively the "**Acceding Parties**" which expression shall, unless repugnant to context or meaning thereof be deemed to mean and include their respective successors, heirs and permitted assigns);

AND

- (3) **THE PERSONS** whose names, addresses and other particulars are set out in **SCHEDULE IB** (hereinafter referred to as "**Founder**" and collectively the "**Founders**" which expression shall, unless repugnant to context or meaning thereof be deemed to mean and include his heirs, successors and permitted assigns);

AND

- (4) **THE PERSONS** whose names, addresses and other particulars are set out in **SCHEDULE IC** (hereinafter collectively referred to as the "**Executing Investors**" and individually as an "**Executing 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).

The Company, the Acceding Parties, the Founders and the Executing Investors are referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (A) The Company, Founders, the Executing Investors and other investors of the Company, *inter alios*, have entered into a shareholders' agreement dated April 21, 2021, attached as **SCHEDULE II** along with (i) a Deed of Accession and Adherence dated January 20, 2022 executed by and amongst, *inter alios*, the Company, Founders and Investors ("**Series K DOA**"); and (ii) a Deed of Accession and Adherence dated June 14, 2022 executed between the Company, Founders, Executing Investors (as defined therein) and Times Internet Limited ("**TIL DOA**") (the shareholders' agreement dated April 21, 2021, together with the Series K DOA and the TIL DOA, the "**Shareholders' Agreement**"), which records their *inter-se* rights and obligations as Shareholders of the Company.

- (B) Pursuant to the Share Subscription and Purchase Agreement dated July 12, 2023 entered into *inter alios* between the Acceding Parties and the Company (“SSPA”), the Company has agreed to issue and allot to the Acceding Parties an aggregate of 1,07,21,700 (One Crore Seven Lakhs Twenty One Thousand Seven Hundred) Series K1 compulsorily convertible preference shares of the Company having the terms set out in Schedule 7 Part P of the Shareholders’ Agreement (as amended by this Deed) (“**Series K1 CCPS**”) (in the proportion set out in **SCHEDULE ID**) in a manner provided in and subject to the terms of the SSPA, and having rights, obligations terms and conditions as provided under this Deed *read with* the Shareholders’ Agreement.
- (C) Accordingly, the Parties are desirous of executing this Deed and agree to be bound by and be subject to the terms and conditions of the Shareholders’ Agreement pursuant to this Deed becoming effective. In accordance with the Shareholders’ Agreement, the Parties hereby have agreed to enter into this Deed to amend and supplement the understanding contained in the Shareholders’ Agreement and to make the Acceding Parties, a party to the Shareholders’ Agreement and accordingly set out the rights and obligations in this regard. Immediately upon the completion of the SSPA Closing (*as defined herein after*), the Acceding Parties shall, without any further act or deed, become party to the Shareholders’ Agreement.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION PAID, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions and Interpretation. In this Deed, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Shareholders’ Agreement.
2. Effective Date. This Deed, other than Clauses 1, 2, 6 to 17 (other than Clause 10.1) (“**Immediately Effective Clauses**”), shall become enforceable and effective on and from the date on which the Series K1 CCPS are issued and allotted to Acceding Parties in accordance with the SSPA (“**SSPA Closing**”). The Immediately Effective Clauses shall be enforceable and effective on all Parties with effect from the Execution Date.
3. Enforceability and Accord of Rights.
 - 3.1. With effect from the date of occurrence of the SSPA Closing (“**SSPA Closing Date**”) each Acceding Party shall be (i) deemed to be a signatory to the Shareholders’ Agreement and shall be considered an ‘Investor’ under the Shareholders’ Agreement and the Articles, and (ii) entitled to all the rights and benefits available to an ‘Investor’ as set out in the Shareholders’ Agreement and Articles, to the extent of its shareholding in the Company; provided that with respect to the following provisions of the Shareholders’ Agreement (and the corresponding provisions of the Articles), subject to the provisions of Clause 3.2 below, such Acceding Party shall not be considered an ‘Investor’ and consequently, shall not be entitled to any rights available to an Investor:
 - (a) Clause 3.1 (*Reports and Information*) of the Shareholders’ Agreement;
 - (b) Clauses 3.3 (*Inspection Rights*) and 3.4 (*Appointment of Auditors*) of the Shareholders’ Agreement;
 - (c) Clause 6 (*Board, Management and Related Matters*) of the Shareholders’ Agreement;

it being further agreed and clarified that the Acceding Party will not be entitled to the rights of holders of preference shares of the Company (including Preferred Securities) and the preference shares held by the Acceding Party shall not be counted towards any determination of ‘Majority Investors’, ‘Investor’s Consent’ or any other participative majority of preference shares / ‘Preferred Securities’, under Clauses 6.8.2, 6.11.1, 6.11.2, 6.11.3, 6.11.5(c) and 6.13.3;

- (d) Clause 7 (*Further Issue of Shares and Pre-Emptive Rights*) of the Shareholders’ Agreement;
- (e) Clause 8.1 (*Lock-in of Founders*) of the Shareholders’ Agreement;
- (f) Clause 9.1 (*Rights of First Refusal*) of the Shareholders’ Agreement;
- (g) Clause 14.3.1, 14.3.3 (*Non-Compete*); provided however, the Acceding Party shall be considered an Investor for the purposes of Clause 14.3.4 (*Investors’ Right to Invest*) only to the extent such provisions do not conflict with the SSPA, and (i) in the event that any of the provisions of Clause 14.3.4 of the Agreement conflict with the SSPA, the provisions of the SSPA shall prevail, and (ii) for the avoidance of doubt it is clarified that, any conditions or restrictions that are contained in Clause 14.3.4 (*Investors’ Right to Invest*) shall apply to the Acceding Parties in addition to the restrictions set out in the SSPA;
- (h) Clause 14.4.3 (*Non-Solicitation*) of the Shareholders’ Agreement;
- (i) Clause 14.8 (*Related Party Transactions*) of the Shareholders’ Agreement;
- (j) Clause 17.8 (*Amendment and Waivers*). For the avoidance of doubt, the Acceding Party shall retain the rights set out in Clauses 17.8.1, 17.8.2, 17.8.4(a), 17.8.4(c)(ii) and 17.8.6 for Parties/ holders of the respective class of preference shares (as modified by this Deed); and
- (k) Definitions of ‘Business Day’, ‘Cause’, ‘ESOP Plan’ and ‘Stock Exchange’ under Schedule 3 of the Shareholders’ Agreement.

3.2. Notwithstanding anything to the contrary contained in the Shareholders’ Agreement or this Deed:

- (a) the Acceding Parties shall only be entitled to rights available to Investors under the Shareholders’ Agreement read with **Schedule III** and Articles as of the SSPA Closing Date subject to the limitations set out in Clause 3.1 above (“**Acceding Party Rights**”), and the Acceding Parties shall not be entitled to any additional rights or benefits made available to current or future Investors under the Shareholders Agreement or the Articles after the SSPA Closing Date (“**Additional Rights**”) unless specifically approved by the Board in its sole discretion; provided that (i) if any Additional Rights are granted to the current or future Investor (which hold the same or lower shareholding in the Company on a Fully Diluted Basis, as held collectively by the Acceding Parties) which adversely impact or diminish the Acceding Party Rights available to such Acceding Party in a manner that is not uniformly applicable to all the Investors (holding the same or lower shareholding in the Company on a Fully Diluted Basis, as held collectively by the Acceding Parties), such Additional Rights shall be deemed to be automatically granted to the Acceding Parties and the Acceding Parties shall be entitled to exercise the same without any requirement of any further action or consent of the Company and/or any Shareholder or amendment of Shareholders Agreement or the Articles;
- (b) each of the Acceding Parties shall be entitled to all rights and benefits available under Applicable Law as a shareholder of the Company; and

- (c) the Agreement and the rights and/or obligations in the Shareholders' Agreement may be assigned/ novated by the Acceding Parties to the Person to whom the Shares held by them are Transferred subject to the terms of this Agreement. In the event the Series K1 CCPS are transferred to any Person who is (i) either an existing Investor or (ii) being designated and recognized (whether immediately upon acquisition or later) to be an Investor by the Company on account of acquisition of Shares from any Investors other than the Acceding Parties, then such Series K1 CCPS acquired by such Person shall be counted for determining the total shareholding of such Person for the purposes of rights linked to holding of threshold shareholding percentage in the Company and all other rights available to such Person as an Investor which have been excluded for the Acceding Parties as per Clause 3.1 of this Deed. For the avoidance of doubt, any Person who is designated as an Investor on account of acquiring Series K1 CCPS from the Acceding Parties alone, shall only be entitled to the rights that are available to the Acceding Parties that it may assign in accordance with Clause 8.2 of the Shareholders' Agreement.
- 3.3. Each of the Executing Investors, the other Investors, the Company, the Shareholders and the Founders shall be entitled to enforce the provisions of the Shareholders' Agreement against each Acceding Party in accordance with the terms and conditions included thereunder, whether or not they have executed this Deed. Each Acceding Party shall be entitled to enforce the provisions of the Shareholders' Agreement against the other parties to the Shareholders' Agreement, including the Executing Investors, the other Investors, the Company, the Shareholders and the Founders, in accordance with the terms and conditions included thereunder, whether or not they have executed this Deed.
- 3.4. Upon the occurrence of the SSPA Closing, the Articles shall be amended to the extent necessary to give effect to the provisions of this Deed within the timeline recorded in the SSPA.
- 3.5. Upon the occurrence of the SSPA Closing, the Company shall take all steps in order to give effect to all rights, interests and benefits available to an Acceding Party under the Shareholders' Agreement (as an 'Investor' under the Shareholders' Agreement, subject to the limitations and exceptions under Clauses 3.1 and 3.2 above of this Deed) as if it were an original party to the Shareholders' Agreement, on and from the date of SSPA Closing. It is hereby clarified that upon the Deed becoming effective, the Company and the Shareholders shall also be subject to and be bound by all the obligations, duties, undertakings and covenants towards the Acceding Parties under the Shareholders' Agreement and the Articles.
- 3.6. By way of the agreement amongst the parties to the Shareholders' Agreement in clause 17.8 of the Shareholders' Agreement, only the approval of Majority Founders, Majority Investors and holders of no less than 75% (Seventy Five Percent) of the Extended Series K Shares ("**Series K Supermajority**") is required to effect amendments to the Shareholders' Agreement (including modification of such agreement by way of this Deed) in the manner set out in this Deed. Accordingly, upon receipt of the signatures of the Majority Founders, the Majority Investors, and the Series K Supermajority, the terms of this Deed shall be effective and binding on all parties to the Shareholders' Agreement who are not parties to the Deed ("**Non Signing SHA Parties**") and the rights and obligations of the Acceding Parties granted by virtue of this Deed shall, with effect from the SSPA Closing Date, be enforceable against such Non Signing SHA Parties as if the Acceding Parties were an original party to the Shareholders' Agreement effective from the SSPA Closing Date. Each Acceding Party hereby

expressly waives any defense or claim, to the effect that the Shareholders' Agreement is not enforceable against such Acceding Party, by any Non Signing SHA Party which is not a party to this Deed and all such Non Signing SHA Parties shall have the right to enforce the Shareholders' Agreement against such Acceding Party, to the fullest extent, as if they were a party to this Deed and as if the Acceding Party was an original party to the Shareholders' Agreement on and from the date of execution thereof. For avoidance of doubt, the reference to 'Series K Supermajority' under this Clause 3.6 shall not include a reference to the Acceding Parties, solely for the purpose of this Clause 3.6.

4. Acceding Parties Covenants.

The Acceding Parties hereby covenant that each of them shall assume, fulfill and discharge all obligations attached to the Series K1 CCPS and that they shall observe, perform and be bound by and comply with all the terms of the Articles (as may be modified or amended from time to time) and the Shareholders' Agreement, as are applicable to it as by virtue of being an 'Investor' under the Shareholders' Agreement, and a Shareholder of the Company.

5. Classification as Restricted Specified Investor.

If at any given point in time, the Acceding Party herein is classified as a 'Restricted Specified Investor' as per the Shareholders' Agreement, all specific restrictions, obligations, duties, limitations etc., of a 'Restricted Specified Investor', as specified under the Shareholders' Agreement, shall be deemed to apply and extend to the Acceding Party with immediate effect in accordance with the terms and conditions set out under the Shareholders' Agreement.

6. Confirmations. The Acceding Party agrees and acknowledges that:

- 6.1. it has been provided a copy of the Shareholders' Agreement and agrees to be bound by the terms thereof, and shall acquire the rights and assume the obligations applicable to an 'Investor' as specified in the Shareholders' Agreement in the manner set out in this Deed;
- 6.2. a copy of the Shareholders' Agreement and the Articles of the Company have been made available to it and that it accedes to the Shareholders' Agreement; and
- 6.3. the Company shall not be bound to give effect to any act or voting rights exercised by it which is not in accordance with the Shareholders' Agreement.

7. Acceding Party and Executing Investors' Representations and Warranties. Each Acceding Party and each Executing Investor represents and warrants that:

- 7.1. it is competent to execute and deliver this Deed, and to perform its obligations under the Shareholders' Agreement;
- 7.2. the execution and delivery by it of this Deed and performance of its obligations hereunder do not and will not violate any provision of any regulations or any agreement to which it is a party or by which it or any of its properties are bound; and
- 7.3. no authorisation or approval of any Governmental Authority is required to enable it to lawfully perform its obligations hereunder.

8. Company and Founders' Representations and Warranties. The Company and the Founders herein jointly and severally represent and warrant that:

8.1. they have/had the power and authority to execute and deliver this Deed and the Shareholders' Agreement and are not/ were not prohibited from entering into this Deed and the Shareholders' Agreement;

8.2. with respect to the Company, this Deed as well as the Shareholders' Agreement has been duly authorized by the Board and upon execution and delivery will be/is a legal, valid and binding obligation of the Company enforceable in accordance with their respective terms;

8.3. the execution and delivery of this Deed and the Shareholders' Agreement and the promises, agreements or undertakings under this Deed do not violate any Law, rule, regulation or order applicable to them or agreements or any other instruments which the Company and / or the Founders have executed; and

8.4. the execution and delivery of this Deed and the Shareholders' Agreement and the promises, agreements or undertakings under this Deed and the Shareholders' Agreement do not violate or contravene the provisions of or constitute a default under any documents, contracts, or Laws which are applicable to the Company and / or the Founders.

9. Waiver of Rights.

Each of the Founders and the Executing Investors hereby agree and consent to the allotment and issue of the Series K1 CCPS to the Acceding Parties on the terms and conditions set out in this Deed, provide all consents required for the amendment of the Shareholders' Agreement in the manner set out in this Deed, and waive any and all pre-emptive rights and other rights (including the right to have *pari passu* rights like that of the Acceding Parties) that each of them may have with respect to the same, whether conferred by the Articles, by contract or otherwise in connection with and for the purposes of the issuance of the Series K1 CCPS to the Acceding Parties.

10. Amendment and Modification.

10.1. On and from the SSPA Closing Date, the Shareholders' Agreement shall stand amended in the manner set out in Part A of **SCHEDULE III** to incorporate the terms and rights attached to the Series K1 CCPS.

10.2. On and with effect from the Execution Date, the Shareholders' Agreement shall stand amended in the manner set out in Part B of **SCHEDULE III**.

10.3. Any amendment, modification or termination of this Deed shall require the prior written consent of each of the Parties to this Deed. For the avoidance of doubt, any amendment, alteration, modification or restatement of the Shareholders' Agreement or any subsequent agreement between the Shareholders of the Company after the Execution Date (each an "**Amended Document**"), whether effected through amendment of this Deed or otherwise, shall be undertaken as per the terms of the Shareholders' Agreement.

11. Complete Agreement. This Deed shall hereafter be read and construed in conjunction and as

one document with the Shareholders' Agreement and references in the Shareholders' Agreement, and in all existing instruments and documents executed thereunder or pursuant to it, shall for all purposes refer to the Shareholders' Agreement incorporating and as supplemented by this Deed.

12. Governing Law, Jurisdiction.
- 12.1. This Agreement shall be governed by and construed in accordance with the laws of India.
- 12.2. Subject to Clause 13 below, the courts at Bangalore shall have exclusive supervisory jurisdiction on the matters arising from or in connection with this Deed, without regard to the principles of conflicts of laws.
13. Dispute Resolution. All disputes, differences or Claims arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, performance, termination, or alleged breach shall be resolved in a manner set out in clause 17.7 of the Shareholders' Agreement.
14. Notices. All notices, requests, waivers and other communications ("**Notices**") shall be made in writing, in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated) to the addresses, email addresses or fax numbers set out in **SCHEDULE I**.
15. The provisions of clause 14.5 (*Confidentiality*) and clause 17 (*Miscellaneous*) (to the extent applicable) of the Shareholders' Agreement shall, *mutatis mutandis*, apply to this Deed, as if specifically set out herein; provided that, the Acceding Parties shall be entitled to disclose confidential information about the Company to: (a) its Affiliates, lenders and advisors; and (b) any potential purchasers of Shares or Assets of the Company, in the manner set out under clause 14.5 of the Shareholders' Agreement. In case of any conflict between the provisions of this Deed and that of the Shareholders' Agreement (after having given effect to the rules of interpretation set out in **Schedule III**), the provisions of this Deed shall prevail, solely to the extent of the matters set out hereunder.
16. This Deed may be executed and delivered in any number of counterparts each of which shall be an original. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.
17. All costs in relation to execution of this Deed (including payment of stamp duty on this Deed) shall be borne by the Company.

[Signature Pages follow]

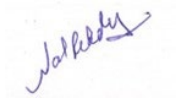
For and on behalf of Bundl Technologies Private Limited



Name: Rahul Bothra

Title: CFO

By Lakshmi Nandan Reddy Obul



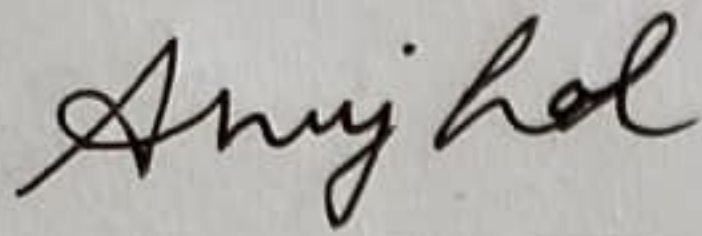
Lakshmi Nandan Reddy Obul

By Sriharsha Majetty

M. Sri Harsha

IN WITNESS WHEREOF each of the undersigned have executed this Deed of Accession and Adherence to the Shareholders' Agreement on the day and year first above written.

Signed and delivered by



Name: Mr. Anuj Lal

[This page is the signature page to, and forms an integral part of, the Deed of Accession and Adherence to the Shareholders' Agreement entered into between, inter alios, Bundl Technologies Private Limited, Sriharsha Majety and Lakshmi Nandan Reddy Obul.]

IN WITNESS WHEREOF each of the undersigned have executed this Deed of Accession and Adherence to the Shareholders' Agreement on the day and year first above written.

Signed and delivered by

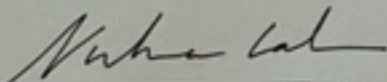


Name: Mr. Inder Soni

[This page is the signature page to, and forms an integral part of, the Deed of Accession and Adherence to the Shareholders' Agreement entered into between, inter alios, Bundl Technologies Private Limited, Sriharsha Majety and Lakshmi Nandan Reddy Obul.]

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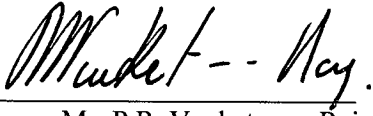
Signed and delivered by



Name: Mrs. Sharmishta Niranthari Lal

[This page is the signature page to, and forms an integral part of, the Deed of Accession and Adherence to the Shareholders' Agreement entered into between, inter alios, Bundl Technologies Private Limited, Sriharsha Majety and Lakshmi Nandan Reddy Obul.]

For and on behalf of Mr. P.R. Venketrama Raja

A handwritten signature in black ink, appearing to read 'Mudet - - Raj'.

Name: Mr. P.R. Venketrama Raja

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

For and on behalf of P.V. Abinav Ramasubramaniam Raja

PvAbi - Raja.

Name: P.V. Abinav Ramasubramaniam Raja

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

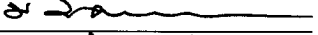
For and on behalf of Rajapalayam Mills Limited

PrAbi - Raja.

Name: P. V. Abinav Ramasubramaniam Raja
Title: Authorised Representative

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

For and on behalf of Ramco Industrial and Technology Services Limited


Name: A.V. Dharma krishnan
Title: Authorised Representative

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited


For and on behalf of Ramco Industries Limited

P. V. Abinav Raja.

Name: P. V. Abinav Ramasubramaniam Raja
Title: Authorised Representative

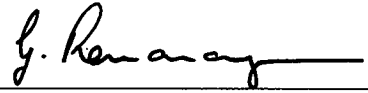
Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

For and on behalf of The Ramco Cements Limited


Name: A.V. Dharmakrishnan
Title: Authorised Representative

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

For and on behalf of the Trust represented by Mr. G. Ramanarayanan



Name: Mr. G. Ramanarayanan

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

For and on behalf of the Trust represented by Mr. P.C. Vijay



Name: P.C. Vijay

Signature page to the Deed of Accession of the shareholders of Lynks Logistics Limited to the Shareholders' Agreement of Bundl Technologies Private Limited

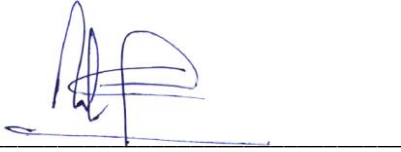
For and on behalf of Accel India IV (Mauritius) Limited



Name: Aslam Koomar

Title: Director

For and on behalf of Accel Leaders 3 Holdings (Mauritius) Ltd.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

Name: Aslam Koomar

Title: Director

For and on behalf of Alpha Wave Ventures II LP

By: ALPHA WAVE VENTURES GP, LTD, its general partner



Name: Cathy Weist

Title: Authorized Signatory

Alpha Wave Ventures LP

By: Falcon Special Opportunities General Partner, LP, its general partner



Name: Cathy Weist

Title: Authorized Signatory

For and on behalf of Axis Growth Avenues AIF - I

Devendra



Name: Devendra Ghalsashi

Title: Head - Operations

Classification: Internal

For and on behalf of Baron Emerging Markets Fund



Name: Patrick M. Patalino

Title: General Counsel

For and on behalf of Dovetail Global Fund PCC – Cell 15

A handwritten signature in black ink that reads "Mishakh" with a circled "h" at the end. The signature is written over a horizontal line.

Name: Mishakh Doshi

Title: Director

For and on behalf of Elevation Capital V Limited



Name: **Jihane Muhamodsaroar**


Title: Director


For and on behalf of Hadley Harbor Master Investors (Cayman) II L.P.

By: Wellington Management Company LLP, as investment advisor

DocuSigned by:

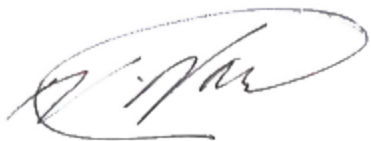
FA603A64F335450...

Name:  Peter N. McIsaac

Title:  Managing Director and Counsel

Classification: Internal

For and on behalf of Harmony Partners (Mauritius) Ltd



Name: Mr. Neeraj Nawaz

Title: Director

For and on behalf of INQ Holding LLC



Name: Khaled Sultan Al-Rabban

Title: Director

Classification: Internal

For and on behalf of OFI Global China Fund, LLC

By: OppenheimerFunds, Inc., as its manager

Aroon Balani

Name: Aroon Balani

Title: Senior Vice President

Classification: Internal

For and on behalf of Invesco Emerging Markets Equity Fund, LP

By: Invesco Advises, Inc., its investment adviser

Aroon Balani

Name: Aroon Balani

Title: Vice President

Classification: Internal

For and on behalf of Invesco Emerging Markets Equity Trust

By: Invesco Advises, Inc., its investment adviser

Aroon Balani _____

Name: Aroon Balani

Title: Vice President

For and on behalf of **Kotak Pre-IPO Opportunities Fund**

Acting through its investment manager Kotak Alternate Asset Managers Limited (Formerly known as Kotak Investment Advisors Limited)

A handwritten signature in black ink, followed by the words "Audit approval" written in a cursive script.

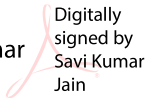
Authorized Signatories

Kotak Alternate Asset Managers Limited (Formerly known as Kotak Investment Advisors Limited)

Classification: Internal

For and on behalf of MACM India Growth Fund

Savi
Kumar
Jain

A red digital signature scribble is positioned to the right of the name 'Savi Kumar Jain'.

Digitally
signed by
Savi Kumar
Jain

Name: Savi Kumar Jain

Title: Partner

For and on behalf of MIH India Food Holdings B.V.

Paul Peake

Name: Paul Peake

Title: General Counsel Food

Classification: Internal

For and on behalf of Motilal Oswal Financial Services Limited

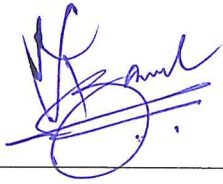


Name: Shalibhadra Shah

Title: Chief Financial Officer

Classification: Internal

For and on behalf of Mr. Navin Agarwal



Name: Navin Agarwal

Title:

For and on behalf of NORWEST VENTURE PARTNERS VII-A- MAURITIUS

 _____

Name: Dilshaad Rajabalee

Title: Director

For and on behalf of RB Investments Pte Ltd



Name: Ooi Ai Ling

Title: Authorised Signatory

For and on behalf of SVF II Songbird (DE) LLC

DocuSigned by:

83A1A0F832B1421... _____

Name: Jonathan Duckles

Title: Director

For and on behalf of Sixteenth Street Asian GEMS Fund]

A handwritten signature in black ink, consisting of stylized, overlapping letters and loops, positioned above a horizontal line.

Name: Sixteenth Street Asian GEMS Fund

Title: Authorised signatory

SCHEDULE IA

DETAILS OF ACCEDING PARTIES

Name	Particulars
Mr. P.R. Venketrama Raja	Address: 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 Email: abi@ramcocements.co.in
Mr. P.V. Abinav Ramasubramaniam Raja	Address: 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 Email: abi@ramcocements.co.in
The Ramco Cements Limited	Address: "Ramamandiram", Virudhunagar District, Rajapalayam, Tamil Nadu - 626117 and CIN L26941TN1957PLC003566 and PAN AABCM8375L Email: abi@ramcocements.co.in Attention: Mr. Abinav Ramasubramaniam Raja
Ramco Industries Limited	Address: 47, PSK Nagar, Rajapalayam NA, Virudhunagar District, Tamil Nadu – 626108 Email: abi@ramcocements.co.in Attention: Mr. Abinav Ramasubramaniam Raja
Ramco Industrial and Technology Services Limited	Address: 47, P.S.K. Nagarrajapalayam, Virudhunagar, Tamil Nadu – 626117 Email: abi@ramcocements.co.in Attention: Mr. Abinav Ramasubramaniam Raja
Rajapalayam Mills Limited	Address: Rajapalayam Mills Premises, Post Box No. 1, P.A.C. Ramaswamy Road NA, Rajapaliyam, Tamil Nadu – 626117 Email: abi@ramcocements.co.in

	Attention: Mr. Abinav Ramasubramaniam Raja
Mr. Anuj Lal and Mrs. Sharmishta Niranthari Lal (joint owners)	Address: 46 Coronation Road West, #03-03 ASTRID MEADOWS, Singapore 269262 Email: lalanuj@gmail.com
Mr. Inder Soni	Address: 9A Canal Street, Westport, Ct 06880 USA Email: soni_inder@hotmail.com
Mr. G.Ramanarayanan and P.C.Vijay as trustees of Lynks Shareholders' Trust	Address: Auras Corporate Centre, 5 th Floor, 98-A, Dr. Radhakrishnan Salai, Mylapore, Chennai – 600004 Email: vijaypc@ramcocements.co.in

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SCHEDULE IB

DETAILS OF FOUNDERS

Name	Particulars
Mr. Sriharsha Majety	Address- D No – 11-25-15, KT Road, Vijayawada – 520001, Andhra Pradesh Email-harsha@swiggy.in Phone number-+ 91 9849181777
Mr. Lakshmi Nandan Reddy Obul	Address-PLOT No 296, Road No 78, Jubilee Hills, Hyderabad – 500033, Andhra Pradesh Email- nandan@swiggy.in Phone number-+ 91 9972423094

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SCHEDULE IC

EXECUTING INVESTORS

Name	Particulars
Accel Leaders	<p>Name: Accel Leaders 3 Holdings (Mauritius) Ltd. Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Email: rzamboldi@accel.com Fax: 230 401 2301 Phone: +230 401 2300 Attention: Director Copy to: Richard Zamboldi</p>
Harmony	<p>Name: Harmony Partners (Mauritius) Ltd. Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius-CST2@jtcgroup.com Attention: To the Board of Directors</p>
MIGF	<p>Name: MACM India Growth Fund Regd. Address: 504, Kamal Apartment CHS Ltd, Plot No. 68, Swami Samarth Nagar, 4 Bungalow, Andheri West Mumbai 400058</p> <p>Correspondence Address: 504, Kamal Apartment CHS Ltd, Plot No. 68, Swami Samarth Nagar, 4 Bungalow, Andheri West Mumbai 400058</p> <p>Attention: Savi Kumar Jain Email: migf@multiavenues.in; savi@multiavenues.in</p> <p>Copy to: Attention – Ryan Kim Email: EI@miraeassetcm.onmicrosoft.com Address: Mirae Asset Capital Markets (India) Pvt. Ltd., 1st Floor, Tower 4, Equinox Business Park, LBS Marg, Off BKC, Kurla (West), Mumbai - 400 070 India Tel: +91 22 6266 1300</p>
Naspers	<p>Name: MIH India Food Holdings B.V. Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com</p>
NVP	<p>Name: Norwest Venture Partners VII-A-Mauritius Attention: The Board of Directors Address: Apex House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Mauritius Email: Dilshaad.Rajabalee@apexfs.group Cc: bhui@nvp.com Phone: +230 467 3000 Facsimile: +230 467 4000</p>

RB	<p>Name: RB Investments Pte. Ltd. Address: 68 Cove Drive, Singapore 098181 Email: rb@rbworld.com Fax: +65 6690 3393 Phone: +65 63320833 Attention: Director Copy to: Rajesh Bothra</p>
SAIF	<p>Name: Elevation Capital V Limited Address: Apex House, Bank Street, TwentyEight Cybercity, Ebene, 72201, Republic of Mauritius +230 467 3000. Email: elevationcapital.operations@apexfs.group. Attention: Directors</p>
Wellington	<p>Name: Hadley Harbor Master Investors (Cayman) II L.P. c/o Wellington Management Company LLP, Legal and Compliance 280 Congress Street Boston, MA 02210 Attn: Legal ECM Phone: 617-790-7770 Email: #legal-ecm@wellington.com and privateinvestmentservices@wellington.com</p> <p>With a copy (which shall not constitute notice) to: Cooley LLP 500 Boylston Street, 14th Floor Boston, MA 02116 Attn: Joshua D. Rottner Email: jrottner@cooley.com</p>
QIA	<p>Name: INQ Holding LLC Address: INQ Holding LLC Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: Ugo Arzani, Head of Retail & Consumer, and Kenneth McLaren, Chief of Investment Execution Email: notices.M&A@qia.qa and Notices.Retail_Consumer@qia.qa Copy to: Qatar holding LLC Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: General Counsel Email: notices.legal@qia.qa</p>
Falcon Edge	<p>Name: Alpha Wave Ventures, LP Address: Maples and Calder, P. O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands Attention: Mr. Scott Carpenter Email: notices@alphawaveglobal.com; scarpenter@alphawaveglobal.com</p>

	<p>With copies (which shall not constitute notice and shall necessarily include copies by email to)</p> <p>Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email: scarpenter@alphawaveglobal.com</p>
Accel India	<p>Name: Accel India IV (Mauritius) Limited Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Email: rzamboldi@accel.com Fax: 230 401 2301 Phone: +230 401 2300 Attention: Director Copy to: Richard Zamboldi</p>
SoftBank	<p>Address: 69 Grosvenor St., Mayfair, London W1K 3JP Attention: Mr. Brian Wheeler Email: legal@softbank.com</p>
(i) Invesco Developing Markets Fund through OFI Global China Fund LLC (“ Invesco DMF ”)	<p>Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(ii) Invesco Emerging Markets Equity Trust (“ Invesco EMET ”)	<p>Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(iii) Invesco Emerging Markets Equity Fund, LP (“ Invesco EMEF ”)	<p>Address: 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(i), (ii) and (iii) above collectively referred to as “Invesco Entities”	
Alpha Wave Ventures II, LP (“ AWV II ”)	<p>Address: Maples and Calder, P. O. Box 309, Uglan House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands Email: notices.awvii@alphawave.com with a cc to: scarpenter@alphawaveglobal.com Attention: Scott Carpenter</p> <p>With copies (which will not constitute notice and shall necessarily include copies by email) to: Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email: notices.awvii@alphawave.com</p>

<p>Baron Emerging Markets Fund having its registered address at 767 Fifth Aven^{ue}, 49th Floor, New York, NY 10153 (“Baron”)</p>	<p>Address: 767 Fifth Aven^{ue}, 49th Floor, New York, NY 10153 Email: ppatalino@baronfunds.com; ktreglia@baronfunds.com Attention: Legal Department</p>
<p>Kotak Pre-IPO Opportunities Fund (a scheme of Kotak Alternate Assets Fund II), a category II alternative investment fund registered with the Securities and Exchange Board of India (“SEBI”) as per the provisions of SEBI (Alternative Investment Fund) Regulations, 2012 acting through its investment manager Kotak Investment Advisors Limited having office at 27^{BKC}, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. (“Kotak”)</p>	<p>Address: 27^{BKC}, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Email: dhiraj.rajendran@kotak.com Attention: Mr. Dhiraj Rajendran</p>
<p>Axis Growth Avenue AIF – I, a Category II Alternative Investment Fund with registration number IN/AIF2/17-18/0512 incorporated and existing under the laws of India, being an investment scheme of Axis Alternative Investment Fund-Category II, a trust created under the Indian Trusts Act, 1882 and acting through its trustee, IDBI Trusteeship Services Limited, a company incorporated under the laws of India, and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, Maharashtra and whose investment manager is Axis Asset Management Company Limited, a company registered under the Companies Act, 1956 and having its registered office at “Ax^{is} House”, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400025 which has been authorized in this regard by IDBI Trusteeship Services Limited vide investment management agreement dated December 14, 2017</p>	<p>Address: Axis House, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025 Attention: Mr. Debojyoti Ghosh – Fund Manager Email: Debojyoti.Ghosh@axismf.com; aifoperations@axismf.com; compliance@axismf.com; and accounts@axismf.com</p>

<p>(“Axis”)</p>	
<p>Motilal Oswal Financial Services Ltd having its registered address at Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai 400025</p> <p>Mr. Navin Agarwal, an Indian resident individual, currently residing at A-1-2702, Floor 27, Plot -1052/56, A1 Wing, Sumer Trinity, New Prabhadevi Road, Prabhadevi, Mumbai 400025</p> <p>collectively referred to as “MO Investors”</p>	<p>Address: Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai 400025 Email: shalibhadrashah@motilaloswal.com ; CC: aditya.Khaitan@motilaloswal.com ; Kailash.Purohit@motilaloswal.com ; Rohit.Agarwal@motilaloswal.com Attention: Shalibhadra Shah</p> <p>Address: A-1-2702, Floor 27, Plot -1052/56, A1 Wing, Sumer Trinity, New Prabhadevi Road, Prabhadevi, Mumbai 400025 Email: navin@motilaloswal.com, CC: shalibhadrashah@motilaloswal.com; shitalnavin@yahoo.com; aditya.Khaitan@motilaloswal.com</p>
<p>Sixteenth Street Asian GEMS Fund having its address at c/o Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (“Sixteenth Street”)</p>	<p>Address: 150 Cecil Street #15-02 Singapore 069543 Email: rashmi@sixteenthstreetcapital.com; legal@sixteenthstreetcapital.com Attention: Rashmi Kwatra</p>
<p>Dovetail Global Fund PCC -Cell 15 having its registered address at 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius (“Smile”)</p>	<p>Address: 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius Email: trades@dovetail.mu Attention: Mr Anuj Shah</p>

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SCHEDULE ID
SERIES K1 CCPS

Name of Acceding Party	Number of Series K1 CCPS
The Ramco Cements Limited	24,07,244
Ramco Industries Limited	21,95,777
Ramco Industrial and Technology Services Limited	90,789
Rajapalayam Mills Limited	5,85,723
P.V. Abinav Ramasubramaniam Raja	6,757
P.R.Venketrama Raja	35,93,671
Anuj Lal and Sharmishta Niranthari Lal	30,266
Inder Soni	28,555
Lynks Shareholders' Trust	17,82,918
TOTAL	1,07,21,700

SCHEDULE II

<Attached separately>

SCHEDULE III

SCHEDULE OF AMENDMENTS

Interpretation:

For the purpose of this **Schedule III**:

- (a) For any clause listed below that amends the terms of the Shareholders' Agreement, the words underlined reflect the insertions or amendments to such clause. With respect to clauses that are designated to be replaced altogether or entirely new clauses to be inserted in the Shareholders' Agreement per the list below, the entirety of the text italicized and within quotation marks shall be included in the designated provision of the Shareholders' Agreement.
- (b) The Parties agree that the amendments set out in this Schedule III shall be read by giving effect to and harmoniously with any previous amendments to the Shareholders' Agreement introduced through the Series K DoA and the TIL DOA, and each clause of the Shareholders' Agreement shall be read in a manner so as to give effect to each such amendment, whether or not the effect of such previous amendment is captured in the amended language as set out in this **Schedule III**.

Part A – Acceding Party Amendments

1. The term 'Investor', 'Majority Investor', 'Investors Consent', 'preference shares' and 'Preferred Securities' as used in the clauses of the Shareholders' Agreement referenced in sub-clauses (a) to (k) of Clause 3.1 of this Deed, shall stand modified to exclude the Lynks Shareholders and/or their Shares to the extent specified in, and/or required to give effect to, Clause 3.1 of this Deed. Further, the provisions of Clause 3.2 of this Deed shall be deemed incorporated in the Shareholders' Agreement, and the Shareholders' Agreement shall be deemed to be amended to that extent.
2. Clause 6.11.5 (d) (*Additional consents*) shall stand amended as follows:

"In addition to the consent requirements set forth in Clauses 6.11.1, Clause 6.11.2 and Clause 6.11.3 above and in SCHEDULE 5, the prior written consent of the holders of no less than 75% (seventy five percent) of each class of preference shares of the Company (it being agreed that Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series I-3 CCPS, Series J CCPS, Series J-2 CCPS and Extended Series K Shares (excluding TIL Equity Shares) shall constitute separate and distinct classes), shall be required for any redemption, repurchase, or capital reduction of any other class of preference shares of the Company."
3. Clause 8.2.1 (*Transfer by the Investors*) shall stand amended as follows:

"The Investors' Shares shall be freely transferable and at no time shall there be any restriction on the Transfer of Shares by the Investors with or without rights attached to such Shares, save as set out in Clause 8.2.2, and save as set out in Clause 9.3 (in the event of the application of Clause 9.3.5), and save as set out in Clause 8.2.4. The Company and the Active Founders undertake to do all reasonable acts and deeds as may be necessary to give effect to any Transfer of such Shares by the Investors, whether before or after the Exit Date, including continuing the

representations, warranties and indemnities as required. The Active Founders and the Company shall facilitate and co-operate with the Investors for any such Transfer including enabling and facilitating any due diligence that may be conducted by a proposed purchaser and providing all necessary information relating to the Company to such purchaser. It is clarified that each Investor will be entitled to assign all or any of its rights under the Transaction Documents with or without Transfer of the Shares, to the Affiliates of such Investor.”

4. Clause 8.2.2 (*Transfer by the Investors*) shall stand amended as follows:

“Without prejudice to the provisions contained in this Agreement and Clause 8.2.1 above, the Investors shall not prior to the Exit Date (including pursuant to a Transfer prior to the Exit Date under Clause 10.4 (Drag Along Right)), Transfer any Shares to a Prohibited Transferee, except as a part of a Strategic Sale that is approved in accordance with Clause 6.11.3. It is clarified by way of abundant caution that after the Exit Date, there shall be no restrictions on the Transfer of Shares by the Investors with or without the rights attached to such Shares, save only as set out in Clause 9.3 (in the event of the application of Clause 9.3.5) and Clause 8.2.4.”

5. A new sub-clause numbered 8.2.4 shall be added to Clause 8.2 (*Transfer by the Investors*) as follows:

“Transfer by Lynks Shareholders’ Trust: Notwithstanding anything to the contrary in this Agreement:

- (a) The Lynks Shareholders’ Trustee(s) (acting on behalf of the Lynks Shareholders’ Trust in the capacity of trustee(s)) shall not Transfer any Shares to any beneficiaries of the Lynks Shareholders’ Trust, prior to the earlier of: (i) expiry of 4 (four) years from the SSPA Closing Date, or (ii) consummation of listing of Shares of the Company on a stock exchange.*
- (b) Any proposed Transfer of Shares held by the Lynks Shareholders’ Trustee(s) (acting on behalf of the Lynks Shareholders’ Trust in the capacity of trustee(s)) (other than as specified in sub-clause (a) above), by any beneficiaries of the Lynks Shareholders Trust or by any Lynks NR Investors, to any Person other than a Lynks Angel Permitted Transferee shall be subject to prior approval of the Board, provided that nothing in this Clause 8.2.4(b) shall apply to a transfer of beneficial interest in the Lynks Shareholders’ Trust.”*

6. Clause 9.2.1 (*Tag Along Right*) shall stand amended as follows:

*“The Selling Shareholder shall also ensure that the Transfer Notice contains an offer from the Proposed Transferee to purchase all the Shares of the Investors (including the ROFR Investors and Lynks Shareholders) if the Transfer to the Proposed Transferee is expected to result in a Liquidation Event, and to purchase the Tag Pro Rata Number of Shares held by the Investors (other than the Lynks Shareholders) in any other case, on same terms and conditions (subject to Paragraph 7 of each part of **SCHEDULE 7**) specified in the Transfer Notice (the “**Tag Along Right**”). If any one or more of the Investors desire to exercise their Tag Along Right, each such Investor shall serve upon the Selling Shareholder(s) a written Notice along with the details of number of Shares it proposes to Transfer (“**Tag Along Shares**”, which number in the context of each Investor may not exceed the Tag Pro Rata Number of Shares) to that effect within 30 (thirty) days of the receipt of the Transfer Notice, and upon giving such Notice, the*

Investor shall be deemed to have effectively exercised the Tag Along Right. If the Investors exercise the Tag Along Right, the Transfer of the Shares by the Selling Shareholder(s) to the Proposed Transferee shall be conditional upon such Proposed Transferee acquiring the Tag Along Shares simultaneously with the acquisition of the Sale Shares in accordance with this Clause 9.3, on the same terms and conditions (subject to Paragraph 7 of each part of SCHEDULE 7) set forth in the Transfer Notice, provided that the Investors (a) shall not be required to give any representations and warranties for such Transfer, other than the Standard Seller Warranties; (b) shall, at the option of the Investors, be entitled to receive the cash equivalent of any non-cash component of the consideration received by the Selling Shareholder(s); and (c) shall not be required to agree to any restrictive covenants (including any non-compete and non-solicitation restrictions). It being clarified that the Company shall not be liable to provide any indemnity to the Proposed Transferee in connection with the Standard Seller Warranties provided by the Investors exercising their Tag Along Right.”

7. Clause 9.2.5 (*Tag Along Right*) shall stand amended as follows:

“In the event any Shareholder (including any of the Investors) proposes to Transfer all or part of their Shares, and such Transfer: (a) would result in a Liquidation Event or Change of Control of the Company (including by virtue of the exercise of the Tag Along Right or Drag Along Right); or (b) is to a Person who is a Prohibited Transferee after the Exit Date, each Investor will be entitled to sell all the Shares held by it in the Company, as part of such sale, and the provisions of Clause 9.2.1 would apply to such Transfers, mutatis mutandis, with the following qualifications: (i) the term “Selling Shareholder” would then include a reference to the Investors who propose to so Transfer their Shares; and (ii) the term “Tag Pro Rata Number of Shares” would then be deemed to mean all the Shares held by each of the Investors (which for the avoidance of doubt shall include the Lynks Shareholders). For the purpose of this Clause 9.2.5, the term “Tag Along Right” shall be construed to include the Lynks Shareholders.

8. Clause 10.2.4 (*Strategic Sale*) shall stand amended as follows:

“If the Strategic Sale is by way of stock swap then the Investors will be entitled to receive the stock of the third party entity, the value of which stock will enable Investors to receive at least the Preference Amount – Series A on the Series A CCPS held by them, the Preference Amount – Series B on the Series B CCPS held by them, the Preference Amount – Series C on the Series C CCPS held by them, the Preference Amount – Series D on the Series D CCPS held by them, the Preference Amount – Series E on the Series E CCPS held by them, the Preference Amount – Series F on the Series F CCPS held by them, the Preference Amount – Series G on the Series G CCPS held by them, the Preference Amount – Series H on the Series H CCPS held by them, the Preference Amount – Series I for the Series I CCPS held by them, the Preference Amount – Series I-2 for the Series I-2 CCPS held by them, the Preference Amount – Series J for the Series J CCPS held by them, the Preference Amount – Series J-2 for the Series J-2 CCPS held by them, the Preference Amount – Series I-3 for the Series I-3 CCPS held by them, the Preference Amount – Series K for the Series K CCPS held by them, the Preference Amount – Series KI CCPS for the Series KI CCPS held by them, the Preference Amount – Series A Equity on the Series A Subscription Equity Shares held by them, the Preference Amount – Series B Equity on the Series B Subscription Equity Shares held by them, the Preference Amount – Series C Equity on the Series C Subscription Equity Shares held by them, the Preference Amount – Series D Equity on the Series D Subscription Equity Shares held by them, the Preference Amount – Series E Equity on the Series E Subscription Equity Shares held by them, the Preference Amount – Series F Equity on the Series F Subscription Equity Shares held by them, the Preference Amount – Series G Equity on the Series G Subscription Equity Shares

held by them, the Preference Amount – Series H Equity on the Series H Subscription Equity Shares held by them, the Preference Amount – Series I Equity on the Series I Subscription Equity Shares held by them, the Preference Amount – Series J-2 Equity on the Series J-2 Subscription Equity Shares and Preference Amount – TIL Equity on the TIL Equity Shares held by them.”

9. A sub-clause numbered (o) shall be added to Clause 10.3.6 (*General IPO Terms*) as follows:

“subject to Applicable Laws, modification and/or reclassification of the Equity Shares arising out of the conversion of the Series K1 CCPS into Shares of a different class which rank in preference to the remainder of the issued, paid-up and subscribed share capital. Upon such modification and/or re-classification, modified/reclassified Equity Shares shall, subject to Applicable Laws, have all the rights that were attached to the Series K1 CCPS immediately prior to the conversion referred to above.”

10. Sub-clauses (o), (p) and (q) of Clause 10.3.6 (*General IPO Terms*) shall be renumbered as sub-clauses (p), (q) and (r) respectively, and stand amended as follows:

“(p) entry into any contractual arrangements for the purposes of ensuring that the rights attached to the shares held by the Investors post such conversion are the same as those attached to the Series A CCPS and/or the Series B CCPS and/or the Series C CCPS and/or the Series D CCPS and/or the Series E CCPS and/or the Series F CCPS and/or Series G CCPS and/or Series H CCPS and/or Series I CCPS and/or the Series I-2 CCPS and/or the Series J CCPS and / or Series J-2 CCPS and/or the Series I-3 CCPS, and/or the Series K CCPS and/or the Series K1 CCPS (as the case may be) immediately prior to the conversion;

(q) alteration of the Articles to include all of the rights attached to the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D CCPS, the Series E CCPS, the Series F CCPS, the Series G CCPS, the Series H CCPS, the Series I CCPS, the Series I-2 CCPS, the Series J CCPS, the Series J-2 CCPS, Series I-3 CCPS, Series K CCPS and/or Series K1 CCPS that were so attached immediately prior to the conversion referred to above; and

(r) all such other measures as shall be necessary to restore the rights enjoyed by the Investors prior to conversion of the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D CCPS, the Series E CCPS, the Series F CCPS, the Series G CCPS, the Series H CCPS, the Series I CCPS, the Series I-2 CCPS, the Series J CCPS, the Series J-2 CCPS, the Series I-3 CCPS, the Series K CCPS and Series K1 CCPS into Equity Shares.”

11. A new sub-clause numbered 12.16 shall be added to Clause 12 (*Terms of Issuance of Preference Shares*) as follows:

*“Series K1 CCPS are issued on such terms as set out in **Part P** of SCHEDULE 7 of this Agreement.”*

12. Sub-clauses (p) to (y) of Clause 13.1.1 (*Liquidation Preference*) shall be renumbered (q) to (z). A sub-clause numbered (p) shall be added to Clause 13.1.1 (*Liquidation Preference*) as follows:

“(p) the holder of each Series K1 CCPS receives the Preference Amount –Series K1 CCPS for each Series K1 CCPS held by such Person;”

13. Clause 13.2 shall stand amended as follows:

“If the amount available for distribution is equal to or lower than the aggregate of the Preference Amount – Series A, the Preference Amount – Series B, the Preference Amount – Series C, the Preference Amount – Series D, the Preference Amount – Series E, the Preference Amount – Series F, the Preference Amount – Series G, the Preference Amount – Series H, the Preference Amount – Series I, the Preference Amount – Series I-2, the Preference Amount – Series J, the Preference Amount – Series J-2, the Preference Amount – Series I-3, the Preference Amount – Series K, the Preference Amount – Series K1 CCPS, the Preference Amount – Series A Equity, the Preference Amount – Series B Equity, the Preference Amount – Series C Equity, the Preference Amount – Series D Equity, the Preference Amount – Series E Equity, the Preference Amount – Series F Equity, the Preference Amount – Series G Equity, the Preference Amount – Series H Equity, the Preference Amount – Series I Equity, the Preference Amount – Series J-2 Equity, and the Preference Amount – TIL-Equity, (as the case may be, to the extent that such holders of such Shares are involved or taking part in the Liquidation Event), the entire amount available for distribution shall be paid to the holders of the Preferred Securities (as the case may be, to the extent that such holders of such Shares are involved or taking part in the Liquidation Event) in the same proportion that they would have been entitled to as per Clause 13.1.1 above.”

14. Sub-clause 13.18 of Clause 13 (*Liquidation Preference*) shall be renumbered to 13.19. A new sub-clause numbered 13.18 shall be added to Clause 13 (*Liquidation Preference*) as follows:

“Any incremental Shares that need to be issued or Transferred to the holders of Series K1 CCPS to facilitate realization of the Preference Amount – Series K1 CCPS shall be made at the option of the holder of Series K1 CCPS by (a) an adjustment of the conversion price of the Series K1 CCPS; (b) issue of additional Shares to the holders of Series K1 CCPS at the lowest permissible price; (c) Transfer of Shares held by the Founders to the holders of Series K1 CCPS at lowest price permissible under Applicable Law; (d) payment of due consideration to the holders of Series K1 CCPS at an agreed price by the Founders; (e) reduction of the sale proceeds receivable by the Founders; or (f) by taking such measures as may be necessary to ensure that the holders of Series K1 CCPS realize the Preference Amount –Series K1 CCPS.”

15. A sub-clause numbered (g) shall be added to Clause 14.3.4 as follows:

“The Parties hereby agree and acknowledge that any conditions or restrictions applicable to Investors with respect to their and/or their respective Affiliates investments in Competitors in Clause 14.3.4 shall apply to the Lynks Shareholders and/or any of their respective Affiliates in addition to the restrictions set out in Clause 7.6 of the SSPA.”

16. A new sub-clause numbered 14.19 shall be added to Clause 14 (*Additional Covenants*) as follows:

“The Lynks Shareholders’ Trustee(s) shall at all times be a Ramco Person or an officer, director or senior employee of a Ramco Person, or a professional trusteeship services provider.”

17. Clause 15.1 (*Accelerated Exit*) shall stand amended as follows:

“Accelerated Exit. So long as the Investors collectively hold at least 5% (five per cent.) of the shareholding in the Company, upon a Material Breach, the Investors may issue a written Notice to the Founders and the Company bringing the Material Breach to their attention. The Founders and the Company shall cure the breach within 30 (thirty) days from the service of Notice (“Cure Period”). In the event the breach is not cured within the specified Cure Period, the Investors shall be entitled to an exit by exercise of any of the Exit Rights and the Founders and the Company shall be obliged to provide an exit within 90 (ninety) days from the date of expiry of the Cure Period so as to provide the Investors with a minimum of the Preference Amount – Series A on the Series A CCPS held by them, a minimum of the Preference Amount – Series B on the Series B CCPS held by them, a minimum of the Preference Amount – Series C on the Series C CCPS held by them, a minimum of the Preference Amount – Series D on the Series D CCPS held by them, a minimum of the Preference Amount – Series E on the Series E CCPS held by them, a minimum of the Preference Amount – Series F on the Series F CCPS held by them, a minimum of the Preference Amount – Series G on the Series G CCPS held by them, a minimum of the Preference Amount – Series H on the Series H CCPS held by them, a minimum of the Preference Amount – Series I on the Series I CCPS held by them, a minimum of the Preference Amount – Series I-2 on the Series I-2 CCPS held by them, a minimum of the Preference Amount – Series J on the Series J CCPS held by them, a minimum of the Preference Amount – Series J-2 on the Series J-2 CCPS held by them, a minimum of the Preference Amount – Series I-3 on the Series I-3 CCPS held by them, a minimum of the Preference Amount – Series K on the Series K CCPS held by them, a minimum of the Preference Amount – Series K1 CCPS on the Series K1 CCPS held by them, a minimum of the Preference Amount – Series A Equity on the Series A Subscription Equity Shares held by them, a minimum of the Preference Amount – Series B Equity on the Series B Subscription Equity Shares held by them, a minimum of the Preference Amount – Series C Equity on the Series C Subscription Equity Shares, a minimum of the Preference Amount – Series D Equity on the Series D Subscription Equity Shares held by them, a minimum of the Preference Amount – Series E Equity on the Series E Subscription Equity Shares held by them, minimum of the Preference Amount – Series F Equity on the Series F Subscription Equity Shares held by them, a minimum of the Preference Amount – Series G Equity on the Series G Subscription Equity Shares held by them, a minimum of the Preference Amount – Series H Equity on the Series H Subscription Equity Shares held by them, a minimum of the Preference Amount – Series I Equity on the Series I Subscription Equity Shares held by them, a minimum of the Preference Amount – Series J-2 Equity on the Series J-2 Subscription, and a minimum of the Preference Amount – TIL Equity on the TIL Equity Shares held by them.”

18. Clause 17.8.4 (Amendments and Waivers) (a) shall stand amended as follows:

*“(a) the anti-dilution / valuation protection rights of a particular Class of Identified Shares of the Company under **SCHEDULE 6**; or Clause 13 (Liquidation Preference) in a manner that is adverse to a particular Class of Identified Shares of the Company shall each require the consent of the holders of no less than 75% (seventy five per cent.) of such class, voting as a separate and distinct class. Provided that for the purpose of this Clause 17.8.4(a), the Extended Series K Shares shall be considered a single class and any amendments or variations to the anti-dilution / valuation protection rights of the Extended Series K Shares under **PART N** of **SCHEDULE 6** or **PART O** of **SCHEDULE 6** or **PART P** of **SCHEDULE 6** (as applicable); or Clause 13 (Liquidation Preference) in a manner that is adverse to the Extended Series K Shares shall each require the consent of holders of not less than 75% (seventy five per cent.) of the Extended Series K Shares. Provided that amendments to Clause 13 (Liquidation Preference)*

for purposes of including a liquidation preference for securities issued in future bona fide financing rounds shall not be considered adverse to any series of preference shares;

19. Part A (Investors) Schedule 1 (Details of Parties) of the Shareholders' Agreement shall stand amended to include the details of the Acceding Party as set out in **Schedule IA** of this Deed, subject to Clauses 3.1 and 3.2 of this Deed.
20. The following definitions shall be substituted in Schedule 3 (Definitions):

*“**Extended Series K Shares**” means collective reference to Series K CCPS, the TIL Equity Shares and Series K1 CCPS, as if they comprised of a single class of Shares;”*

*“**Preferred Securities**” means the Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS, Series I-3 CCPS, Series K CCPS, Series K1 CCPS, Series A Subscription Equity Shares, Series B Subscription Equity Shares, Series C Subscription Equity Shares, Series D Subscription Equity Shares, Series E Subscription Equity Shares, Series F Subscription Equity Shares, Series G Subscription Equity Shares, Series H Subscription Equity Shares, Series I Subscription Equity Shares and Series J-2 Subscription Equity Shares, and TIL Equity Shares considered collectively;”*

*“**Primary Exempt Holdings**” means, (i) in respect of an Investor (other than Naspers, Meituan, DST, Coatue, Tencent, HH BTPL, Wellington, Accel Entities, Lathe, Falcon Edge, Amansa, Think Investments, Carmignac, GS, QIA, SoftBank, Invesco Entities, AWV II, Baron, Kotak, MO Investors, Ghisallo, Axis, Sixteenth Street, Smile, Segantii, IIFL Entities, Ark Impact ~~and~~ TIL and the Lynks Shareholders), the exact number of shares and securities held by such Investor or its Affiliates in a Competitor as on the closing date of the Series D CCPS subscription agreement dated August 26, 2016; (ii) in respect of Naspers, the exact number of shares and securities held by Naspers or its Affiliates in a Competitor as on the closing date of the Series E CCPS subscription agreement dated May 23, 2017; (iii) in respect of DST and Coatue, the exact number of shares and securities held by such Investor or its Affiliates in a Competitor as on the closing date of the Series G CCPS subscription agreement dated June 08, 2018; (iv) in respect of HH BTPL, and Wellington, the exact number of shares and securities held by such Investor or its Affiliates in a Competitor as on the closing date of the Series I subscription agreement dated February 11, 2020; (v) in respect of (Tencent, Meituan, Accel Entities, Lathe, QIA, Falcon Edge, Amansa, Think Investments, Carmignac and GS), the exact number of shares and securities held by such Investor or their Affiliates in a Competitor as on the closing date of the Series I-2 Subscription Agreement, (vi) in respect of SoftBank, and notwithstanding anything to the contrary, all shares and securities held by SoftBank and / or its Affiliates in PC2 (whether on the Execution Date or in future, and from time to time) (“**SB PC2 Holdings**”), (vii) in respect of Invesco Entities, AWV II, Baron, Kotak, MO Investors, Ghisallo, Axis, Sixteenth Street, Smile, Segantii, IIFL Entities and Ark Impact, the exact number of shares and securities held by such Investor or their Affiliates in a Competitor as on the Series K Closing Date, (viii) in respect of TIL, the exact number of shares and securities held by TIL or its Affiliates in a Competitor as of the TIL Closing Date, (ix) in respect of Lynks Shareholders, the exact number of shares and securities held by any of them or their respective Affiliates in a Competitor as of the SSPA Closing Date, and ~~(ix)~~ (x) in respect of an Investor, with respect to any Person which is added to the list of Competitors after the Execution Date in which such Investor and/or its Affiliates hold any shares or securities as on the date of such Person being added to the list of Competitors, all shares and securities held by such Investor and/or its Affiliates in such new Competitors from time to time, whether acquired prior to, on the date of or after such Person has been added to the list of Competitors (“**New Competitor Holdings**”). It is clarified that the “shares and securities” referred to in this definition includes shares and securities acquired by such Investor pursuant to issuances of bonus shares, share*

splits and consolidations. Further, in the event a new name or entity is added to the list of Competitors after August 26, 2016, the date with respect to any relevant Investor (in order to reckon such Investor's Primary Exempt Holdings, as applicable) shall be the later of: (a) the date on which such new name or entity is added to the list of Competitors; or (b) the date which is applicable to such Investor or its Affiliates for the purpose of this definition in accordance with (i), (ii), (iii), (iv), (v), (vi), (vii) ~~or (viii)~~ or (ix) above, as applicable (respectively, the "**Respective Relevant Date**");"

21. The following definitions shall be added to Schedule 3 (Definitions):

"Dilutive Issuance – Series K1 CCPS" means issue of Dilution Instruments at a price that is lower than the Series K1 Conversion Price in effect immediately prior to such issuance (treating the price per Dilution Instrument as equal to (x) the total sum paid for such Dilution Instruments plus any additional consideration payable (without regard to any anti-dilution adjustments) upon the conversion, exchange or exercise of such Dilution Instruments divided by (y) the maximum number of Equity Shares effectively underlying such Dilution Instruments);"

"Investment Amount – K1" means the amount obtained by multiplying INR 357.87 by the number of Series K1 CCPS issued pursuant to the SSPA;"

"Lynks Angel Permitted Transferee" means any Person (a) which is a company listed on a stock exchange anywhere in the world; (b) which makes investments primarily based on the prospect of financial gain, and invests pooled capital for investment purposes such as, venture capitalists, private equity investors, collective or alternative investment funds or pension funds, provident funds, sovereign wealth funds, hedge funds, banks, insurance companies and other financial institutions that are engaged in the business of financial investment; or (c) that is, a family office or single limited partner fund which makes investments primarily based on the prospect of financial gain and invests pooled capital for investment purposes."

"Lynks Deed" means the deed of accession and adherence to the shareholders' agreement executed on August 18, 2023;"

"Lynks Shareholders" means Lynks NR Investors, Lynks Shareholders' Trustee(s) (acting on behalf of the Lynks Shareholders' Trust) and Ramco Persons and their respective successors, heirs and permitted assigns;"

"Lynks NR Investors" means Mr. Anuj Lal and Mrs. Sharmishta Niranthari Lal and Mr. Inder Soni;"

"Lynks Shareholders' Trust" means 'Lynks Shareholders' Trust', a contributory determinate trust established under the Indian Trusts Act, 1882 pursuant to the Trust Deed dated 14 June 2023, having its registered office at A3, Chandra Vilas Apartment, 3rd Floor, No. 19, 8th cross street, Dr. Radhakrishnan Salai, Mylapore, Chennai — 600 004;"

"Lynks Shareholders' Trustee(s)" means Person(s) representing and acting on behalf of the Lynks Shareholders' Trust in the capacity of trustee(s), from time to time;"

"Preference Amount – Series K1 CCPS" means, for each Series K1 CCPS, an amount that is the higher of (a) INR 212.36 (Indian Rupees Two Hundred and Twelve Point Three Six) (subject to adjustments for stock splits, consolidation or other similar events) plus unpaid dividends on such Series K1 CCPS, and (b) the pro rata entitlement of such Series K1 CCPS to the proceeds of the Liquidation Event on a Fully Diluted Basis;"

“**Ramco Persons**” means Mr. P.R. Venketrama Raja, Mr. P.V. Abinav Ramasubramaniam Raja, Rajapalayam Mills Limited, Ramco Industrial and Technology Services Limited, Ramco Industries Limited, and Ramco Cements Limited;”

“**Series K1 CCPS**” means Series K1 compulsorily convertible preference shares of the Company with face value INR 10 and having the terms set out in this Agreement;”

“**SSPA**” means the Share Subscription and Purchase Agreement dated 12 July, 2023 entered into inter alios between the Acceding Parties and the Company;”

“**SSPA Closing Date**” means the date on which the Series K1 CCPS are issued and allotted to the Lynks Shareholders in accordance with the SSPA;”

22. Paragraph (h) (Preference Shares) of Schedule 4 (*Rules of Interpretation*) shall be amended as follows:

Preference Shares. All references to preference shares or Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS, Series I-3 CCPS, Series K CCPS and Series K1 CCPS shall include Equity Shares issued upon conversion of such preference shares in accordance with their terms, and the rights attached to preference shares or Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS, Series I-3 CCPS, Series K CCPS and Series K1 CCPS under this Agreement shall continue to be available to the relevant Investor even after the conversion of such preference shares into Equity Shares in accordance with their terms.”

23. A new paragraph numbered (k) shall be added to Schedule 4 (*Rules of Interpretation*) as follows:

“references to Mr. Anuj Lal and Mrs. Sharmishta Niranthari Lal (in any capacity) under this Agreement shall mean references to such both of them jointly and not severally. Mr. Anuj Lal and Mrs. Sharmishta Niranthari Lal shall act as a block in respect of all their rights and obligations under this Agreement, and all their rights and obligations shall be exercised or fulfilled jointly”

24. **PART P** shall be added to **SCHEDULE 6** as follows:

“PART P: BROAD BASED WEIGHTED AVERAGE VALUATION PROTECTION FOR SERIES K1 CCPS

Definitions

For the purposes of this **SCHEDULE 6** and unless the context requires a different meaning, the following terms have the meanings indicated.

(a) “**Issue Date**” shall have the meaning ascribed to it in Paragraph 2(a)(ii) of Part P of this Schedule.

(b) “**Issue Price – Series K1**” shall mean the Series K1 Conversion Price prevailing immediately prior to a Dilutive Issuance – Series K1 CCPS.

- (c) “**Lowest Conversion Price – Series K1 CCPS**” shall mean the lowest possible price at which a Series K1 CCPS may be converted into Equity Shares in accordance with Applicable Law.
- (d) “**Lowest Permissible Price**” in relation to an Investor(s) shall mean the lowest possible price at which a Share may be issued to/acquired by that Investor in accordance with Applicable Law.
- (e) “**New Issue Price – Series K1**” shall mean the lowest effective price per Dilution Instrument that is issued in a Dilutive Issuance – Series K1 CCPS.

2. Non-Dilution Protection

(a) Issuance below Issue Price – Series K1.

- (i) **New Issues.** If the Company shall at any time or from time to time issue or sell any Dilution Instruments that results in a Dilutive Issuance – Series K1 CCPS, other than an Exempted Issuance and any Dilution Instruments offered in accordance with contracts with vendors or on account of acquisition and other similar transaction approved by the Board, then, the holders of Series K1 CCPS shall, at their option, either (i) be issued additional Equity Shares at par or at the lowest value permitted under the exchange control Laws of India as would enable them to achieve a shareholding (on a Fully Diluted Basis) in accordance with Paragraph 2(a)(iii) of Part P of this Schedule (“**Anti- Dilution Issuance – Series K1 CCPS**”), assuming the holding of only Equity Shares and Series K1 CCPS, or (ii) be entitled to effect an adjustment of the Series K1 Conversion Ratio and the Series K1 Conversion Price such that the Series K1 Conversion Price after such adjustment would equal “NCP” in accordance with the formula set out in Paragraph 2(a)(iii) of Part P of this Schedule (“**Anti-Dilution Adjustment – Series K1**”).
- (ii) **Timing for New Issues.** Such Anti-Dilution Issuance – Series K1 CCPS shall be made whenever such Dilution Instruments are issued in accordance with Paragraph 2(a)(i) of this Schedule, (x) in the case of an issuance to the Shareholders of the Company, as such, to a date immediately following the close of business on the record date for the determination of Shareholders entitled to receive such Dilution Instruments and (y) in all other cases, on the date (“**Issue Date**”) of such issuance; provided, however, that the determination as to whether an anti-dilution issuance is required to be made pursuant to this Paragraph 2(a) of Part P of this Schedule shall be made immediately or simultaneously upon the issuance of such Dilution Instruments, and not upon the subsequent issuance of any security into which the Dilution Instruments convert, exchange or may be exercised.
- (iii) **Anti Dilution Issuance.** If an Anti-Dilution Adjustment – Series K1 is to be undertaken pursuant to an occurrence of any event described in Paragraph 2(a)(i) of this Schedule, the Series K1 Conversion Price shall be adjusted to equal “NCP” in accordance with the following formula:

$$NCP = (PI) \times \frac{(Q1) + (Q2)}{(Q1) + (R)}$$

For the purposes of this Paragraph, “NCP” is the new Series K1 Conversion Price;

“PI” is the Issue Price – Series K1;

“Q1” means the number of Equity Shares Outstanding immediately prior to the new

issue;

“**Q2**” means such number of Equity Shares that the aggregate consideration received by the Company for such issuance would purchase at the Issue Price – Series K1;

“**R**” means the maximum number of Equity Shares issuable / issued upon conversion of the Dilution Instruments being issued.

For purposes of this condition, the term “**Equity Shares Outstanding**” shall mean the aggregate number of Equity Shares of the Company then outstanding (assuming for this purpose the exercise and/or conversion of all then-outstanding securities exercisable for and/or convertible into Equity Shares (including without limitation the conversion of all preference Shares)).

3. Reorganization, Reclassification. In case of any reconstruction or consolidation of the Company or any capital reorganization, reclassification or other change of outstanding Shares or if the Company declares a distribution (other than dividend for cash) on its Equity Shares or the Company authorizes the granting to the holders of its Equity Shares rights or warrants to subscribe for or purchase any Equity Shares of any class or of any other rights or warrants; or upon occurrence of any other similar transaction (each, a “**Transaction**”):

- (i) then the Company shall mail to each holder of Series K1 CCPS at such holder’s address as it appears on the books of the Company, as promptly as possible but in any event at least 20 (twenty) days prior to the applicable date hereinafter specified, a Notice stating the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Equity Shares of record to be entitled to such dividend, distribution or granting of rights or warrants are to be determined. Notwithstanding the foregoing, in the case of any event to which this Paragraph is applicable, the Company shall also deliver the certificate described in Paragraph 3(ii) below to each holder of Series K1 CCPS at least 10 (ten) Business Days’ prior to effecting such reorganization or reclassification as aforesaid; and
- (ii) the Company shall execute and deliver to each holder of Series K1 CCPS at least 7 (seven) Business Days prior to effecting such Transaction a certificate, signed by (i) the chief executive officer of the Company; and (ii) the chief financial officer of the Company, stating that the holder of each Series K1 CCPS shall have the right to receive in such Transaction, in exchange for each such Series K1 CCPS, a security identical to (and not less favourable than) each such Series K1 CCPS and no less favourable than any security offered to any other Shareholders for or in relation to that Transaction, and provision shall be made therefor in the agreement, if any, relating to such Transaction.

4. Mode of Giving Effect to Valuation Protection. In the event of the provisions of paragraph 2(a) of this Schedule become applicable, then the relevant Investor(s), shall have the option to require the Company to (a) give effect to an Anti-Dilution Adjustment– Series K1; (b) reduce the sale proceeds receivable by the Founders; (c) give effect to an Anti-Dilution Issuance – Series K1; or (d) take such measures as may be necessary to give effect to the provisions of this Schedule.

5. Compliance with and Effectiveness of this Schedule.

- (a) **Waiver.** If a Shareholder (other than the Investors) is entitled under any contract, requirement of Applicable Law or otherwise to participate in relation to any issue of

Shares to the Investors under this Schedule, then such Shareholder hereby waives all such rights and, to the extent it cannot waive such rights it agrees not to exercise them.

- (b) **Ensuring Economic Effect.** *If for any reason any part of this Schedule is not fully effected as a result of any change in Applicable Law (including a change in Applicable Law that affects the price at which the Investors may sell or be issued Shares) then each Shareholder and the Company shall each use its best efforts to take all such actions (by corporate, director or shareholder action) as may be necessary to provide to each Investors the same economic benefits as are contemplated by this Schedule.*
- (c) **Change in Applicable Law.** *If there is a change in any Applicable Law that makes it possible to implement any part of this Schedule so as to confer the economic benefits on the Investors that are contemplated by this Schedule in a more effective manner then each Shareholder (other than the Investors) and the Company shall co-operate and use its best efforts to implement this Schedule in that more effective manner.*
- (d) **Material Breach of this Schedule.** *If a Shareholder (other than the Investors) breaches a provision of this Schedule or acts or omits to act in a particular manner and as a result of such breach, act or omission an Investor is unable to be issued the number and percentage of Equity Shares or Equity Shares at a price contemplated by this Schedule then that Shareholder is deemed to have committed a material breach of this Schedule.*
- (e) **Currency Exchange.** *If in calculating a price or any other amount under this Schedule the relevant variables for that calculation are expressed in different currencies then all such variables for the purposes of that calculation shall be converted to INR.”*

25. **PART P** shall be added to **SCHEDULE 7** as follows:

“SCHEDULE 7 PART P: TERMS OF SERIES K1 CCPS

The Series K1 CCPS are issued with the following characteristics, including certain rights vested in the Investors which are in addition to, and without prejudice to, the other rights of the Lynks Shareholders set out in the Transaction Documents and SSPA.

1. **Equity Shares.** *The number of Equity Shares to be issued to the holders of the Series K1 CCPS upon conversion shall, subject to the other terms and conditions set forth in this Agreement (including **Part P of SCHEDULE 7**), be as set out in Paragraph 3 below.*
2. **Dividends.** *The Series K1 CCPS shall carry a pre-determined cumulative dividend rate of 0.01% (zero point zero one per cent.) per annum on an As If Converted Basis. In addition to the same, if the holders of Equity Shares are paid dividend in excess of 0.01% (zero point zero one percent.) per annum, the holders of the Series K1 CCPS shall be entitled to dividend at such higher rate. The dividend shall be payable, subject to cash flow solvency, in the event the Board declares any dividend for the relevant year, and shall be paid to the holders of the Preferred Securities in priority to other classes of Shares (other than the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D CCPS, the Series E CCPS, the Series F CCPS, the Series G CCPS, the Series H CCPS, the Series I CCPS, the Series I-2 CCPS, the Series J CCPS, the Series I-3 CCPS, the Series J-2 CCPS, and the Series K CCPS, with whom the Series K1 CCPS shall rank pari passu). Unless otherwise approved by the holders of no less than 75% (seventy five per cent.) of each series of Preferred Securities voting as a separate and distinct class, no dividend shall be paid on*

or with respect to any Equity Share unless the holder of each Preferred Security has received an amount in cash that is equal to the entitlement of such holder under Clause 13.1.

3. **Conversion.**

(a) *The Series K1 CCPS shall be compulsorily convertible, in whole or part, into Equity Shares at any time before the expiry of 19 (nineteen) years from the date of issuance of the Series K1 CCPS, subject to the adjustments provided in **Part P of SCHEDULE 6**, and paragraph 5, paragraph 6 and paragraph 7 of this **Part P of SCHEDULE 7** and other terms and conditions of this Agreement at the applicable Series K1 Conversion Price. It is clarified by way of abundant caution that the number of Equity Shares that shall be issued upon the conversion of the Series K1 CCPS shall be that number that results from dividing the Investment Amount – K1 by the prevailing Series K1 Conversion Price, provided that no fractional Shares shall be issued upon conversion of Series K1 CCPS, and the number of Equity Shares to be issued shall be rounded up to the nearest whole number.*

(b) *Each holder of Series K1 CCPS shall, at any time prior to 19 (nineteen) years from the date of issuance of the same, be entitled to call upon the Company to convert all or any of the Series K1 CCPS held by it by issuing a Notice to the Company accompanied by share certificates representing the Series K1 CCPS sought to be converted. Immediately and no later than 30 (thirty) days from the receipt of such Notice, the Company shall issue Equity Shares in respect of the Series K1 CCPS to be converted. The record date of conversion of the Series K1 CCPS shall be deemed to be the date on which the holder of such Series K1 CCPS issues a Notice of conversion to the Company. The Series K1 CCPS, or any of them, if not converted earlier voluntarily by the holder thereof, shall automatically convert into Equity Shares at the then applicable Series K1 Conversion Price only in the following circumstances, (i) in connection with a Qualified IPO, on the latest permissible date prior to the issue of Shares to the public in connection therewith; or (ii) on the day following the completion of 19 (nineteen) years from the date of issuance of the same.*

(c) *To the maximum extent permitted by Applicable Law, the rights available in respect of the Series K1 CCPS under this Agreement shall continue to be available with respect to the Equity Shares issued upon conversion of such Series K1 CCPS.*

4. **Conversion Price and Conversion Ratio.** *As of the Series K1 Closing Date, each Series K1 CCPS shall be convertible into 1 (one) Equity Share (“**Series K1 Conversion Ratio**”) and the price at which each Equity Share shall be issued upon conversion of a Series K1 CCPS shall initially be INR 357.87 (the “**Series K1 Conversion Price**”). The Series K1 Conversion Price shall be subject to the adjustments provided in **Part P of SCHEDULE 6** and paragraph 6, paragraph 7 and paragraph 8 of this **Part P of SCHEDULE 7**. The adjusted Series K1 Conversion Price shall be construed as the relevant Series K1 Conversion Price for the purposes of this Agreement and accordingly the Series K1 Conversion Ratio shall stand adjusted.*

5. **Valuation Protection.** *If the Company offers any Dilution Instruments to a new investor or a third party after the Series K1 Closing Date, at a price (the “**New Price**”) less than the then effective conversion price of the Series K1 CCPS (“**Dilutive Issuance**”) then the holders of Series K1 CCPS shall be entitled to a broad based weighted-average basis anti-*

dilution protection as provided for in **Part P of SCHEDULE 6** (the “**Valuation Protection Right**”). In such an event the Company and Founders shall be bound to cooperate with the holders of Series K1 CCPS and the Company such that the Company forthwith takes all necessary steps as detailed in **Part P of SCHEDULE 6**. The Company shall Notify the holders of Series K1 CCPS of the impact of the Dilutive Issuance – Series K1 CCPS prior to such issuance and obtain confirmation from them that the same conforms to these Terms of Issue.

6. **Adjustments.**

(a) If, whilst any Series K1 CCPS remain capable of being converted into Equity Shares, the Company splits, sub-divides (stock split) or consolidates (reverse stock split) the Equity Shares into a different number of securities of the same class, the number of Equity Shares issuable upon a conversion of the Series K1 CCPS shall, subject to Applicable Law and receipt of requisite approvals, be proportionately increased in the case of a split or sub-division (stock split), and likewise, the number of Equity Shares issuable upon a conversion of the Series K1 CCPS shall be proportionately decreased in the case of a consolidation (reverse stock split).

(b) If, whilst any Series K1 CCPS remain capable of being converted into Equity Shares, the Company makes or issues a dividend or other distribution of Equity Shares to the holders of Equity Shares then the number of Equity Shares to be issued on any subsequent conversion of Series K1 CCPS shall, subject to Applicable Law and receipt of requisite approvals, be increased proportionately and without payment of additional consideration therefor by the holders of Series K1 CCPS.

(c) If the Company, by re-classification or conversion of Shares or otherwise, changes any of the Equity Shares into the same or a different number of Shares of any other class or classes, the right to convert the Series K1 CCPS into Equity Shares shall thereafter represent the right to acquire such number and kind of Shares as would have been issuable as the result of such change with respect to the Equity Shares that were subject to the conversion rights of the holder of Series K1 CCPS immediately prior to the record date of such re-classification or conversion.

(d) The holders of Series K1 CCPS shall be entitled to the cumulative benefit of all adjustments referred to herein.

7. **Liquidation Preference.** The holders of Series K1 CCPS shall have such liquidation preference rights as are set out in Clause 13 of this Agreement.

8. **Senior Terms.** Series K1 CCPS shall rank *pari passu* to the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D CCPS, the Series E CCPS, the Series F CCPS, the Series G CCPS, the Series H CCPS, the Series I CCPS, the Series I-2 CCPS, the Series J CCPS, the Series J-2 CCPS, the Series I-3 CCPS, the Series K CCPS and senior to all other instruments that are outstanding and/or which may be issued by the Company from time to time in respect of dividend, valuation protection adjustments, liquidation preference, registration rights, and voting rights subject to the terms of this Agreement (“**Specified Terms**”); for the avoidance of doubt, the reference to liquidation preference as part of the Specified Terms shall not be deemed to include the liquidation preference amount that the holders of any class of securities, whether outstanding or issued in the future, shall be entitled to upon occurrence of a Liquidation Event. The holders of Series

K1 CCPS shall be entitled to any superior Specified Terms to an instrument that may be issued to any other Investors, if any, in the future.

9. **Additional Terms.** *The Company shall not and/or Founders shall ensure that the Company does not issue any Shares to any other current/potential Investors having Specified Terms which are more favourable than those attached to Series K1 CCPS. If the Company issues any Shares having Specified Terms which are more favourable than the those attached to Series K1 CCPS and are not set out in this Agreement, the holders of Series K1 CCPS shall be entitled to such favourable Specified Terms as are offered by the Company to the Investors.*
10. **Registration rights.** *The Investors shall receive typical and customary registration rights, where available, in all global market(s) where the Company lists the Shares. Termination of the Transaction Documents shall not affect the obligation of the Company to provide registration rights to the holders of Series K1 CCPS.*
11. **Meeting and voting rights.** *The holders of Series K1 CCPS shall be entitled to attend meetings of all Shareholders of the Company and will be entitled to such voting rights on an As If Converted Basis, as may be permissible under Applicable Law. Accordingly, but subject to adjustments as set forth herein, the holders of Series K1 CCPS shall be entitled to the same number of votes for each Series K1 CCPS as a holder of 1 (one) Equity Share, provided however that in the event of any adjustment in conversion the number of votes associated with each Series K1 CCPS will change accordingly. Without prejudice to the generality of the foregoing, the holders of Series K1 CCPS shall be entitled to vote on all such matters which affect their rights directly or indirectly. All Shareholders shall vote in a manner as necessary to give effect to the voting rights of the holders of the Series K1 CCPS as set forth in this **Part P of SCHEDULE 7.**”*

Part B – General Amendments

26. Clause 10.1 shall stand amended as follows:

*“**Qualified IPO.** The Company shall make best efforts to provide an exit to the Investors by way of completing a Qualified IPO on or before ~~the expiry of 6 (six) years from the Series G Closing Date~~ 31 December 2024 or such extended period as may be mutually agreed with Investors’ Consents (the “**Exit Date**”).*

27. References to ‘Clause 9.3’, ‘Clause 9.3.1’ and ‘Clause 9.3.4’ in Clause 9.2 (*Tag Along Right*) shall stand deleted and replaced with references to ‘Clause 9.2’, ‘Clause 9.2.1’ and ‘Clause 9.2.4’ respectively. References to ‘Clause 9.3’ and ‘Clause 9.3.5’ in Clauses 8.2.1 and 8.2.2 (*Transfer by the Investors*) shall be replaced with references to ‘Clause 9.2’ and ‘Clause 9.2.5’ respectively.
28. References to ‘Clause 9.2’ and ‘Clause 9.3’ in Clause 9.3 (*Fresh Compliance*) shall stand deleted and replaced with references to ‘Clause 9.1’ and ‘Clause 9.2’ respectively.

29. Clause 13.1.2 shall stand amended as follows:

“Second, after payment of all preferential amounts in full according to Clause 13.1.1 above, any remaining proceeds legally available for distribution if any, shall be distributed pro rata

to all the holders of all Equity Shares and Bonus CCPS (other than Equity Shares and Bonus CCPS in respect of which proceeds have been paid in full pursuant to Clause 13.1.1) that are involved or taking part in the Liquidation Event. ~~Provided that, for the purpose of computation of Founder 1's entitlement under this Clause 13.1, all vested Additional Shares shall be taken into account, regardless of whether or not Founder 1 has exercised his option to subscribe to such vested Additional Shares.~~"

30. Clause 16 shall stand deleted in its entirety.