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INDIA NON JUDICIAL

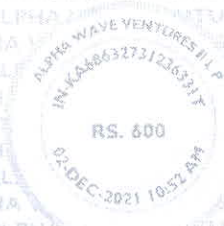
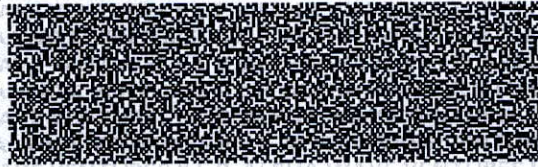
Government of Karnataka

Rs. 600

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**Certificate No.** : IN-KA68632731236331T  
**Certificate Issued Date** : 02-Dec-2021 10:52 AM  
**Account Reference** : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0885584209856436T  
**Purchased by** : Alpha Wave Ventures II L P  
**Description of Document** : Article 5(J) Agreement (In any other cases)  
**Property Description** : Share Purchase Agreement  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : Alpha Wave Ventures II L P  
**Second Party** : Tencent Cloud Europe B V  
**Stamp Duty Paid By** : Alpha Wave Ventures II L P  
**Stamp Duty Amount(Rs.)** : 600  
(Six Hundred only)

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Dated: 2 December 2021

**SHARE PURCHASE AGREEMENT**

by and amongst

**TENCENT CLOUD EUROPE B.V.**  
(as Seller)

**ALPHA WAVE VENTURES II, LP,**  
(as Purchaser)

and

**BUNDL TECHNOLOGIES PRIVATE LIMITED**  
(as Company)

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**THIS SHARE PURCHASE AGREEMENT** is made and entered into on 2 December 2021 (“**Execution Date**”).

**BY AND AMONGST:**

1. **TENCENT CLOUD EUROPE B.V.**, a company incorporated under the laws of the Netherlands and having its registered office at Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands (hereinafter referred to as “**Seller**”, which expression shall, unless the context or meaning requires otherwise, be deemed to include its successors and permitted assigns);
2. **Alpha Wave Ventures II, LP**, an exempted limited partnership incorporated under the laws of Cayman Islands and having its registered office at Maples Corporate Services Limited PO Box 309 Ugland House Grand Cayman, KY1-1104 Cayman Islands (hereinafter referred to as “**Purchaser**”, which expression shall, unless the context or meaning requires otherwise, be deemed to include its successors and permitted assigns); and
3. **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli Bangalore Karnataka 560103, India (hereinafter referred to as the “**Company**”, which expression shall, unless the context or meaning require otherwise, be deemed to include its successors and permitted assigns).

The Purchaser, the Seller and the Company are individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

- A. The Purchaser intends to purchase from the Seller, and the Seller intends to sell to the Purchaser, the Sale Shares (as defined in Clause 1.1 (*Definitions and Interpretations*)) on the terms and conditions as set out in this Agreement.
- B. The Parties have entered into this Agreement to record the rights and obligations of the Parties and other terms relating to the transfer of the Sale Shares (as defined in Clause 1.1 (*Definitions and Interpretations*)), in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants set forth herein, the adequacy of which is acknowledged by the Parties to this Agreement, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

“**Affiliate**”, with respect to a Person, means any Person who, Controls, is Controlled by or is under common Control with such Person, including, without limitation any general partner, managing member, officer, director, or trustee of such Person and any venture capital or other investment fund or registered investment company now or hereafter existing which is Controlled by or under common Control with one or more general partners, managing members, or investment advisors of or shares the same management company or investment advisor with such Person. Without limiting the generality of the foregoing, (1) Affiliate in relation to the Parties includes: (a) any fund, collective investment scheme, trust, partnership (including, any



co-investment partnership), special purpose or other vehicle, in which the Party is a general or limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee; (b) any general partner of the Parties; and (c) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Parties is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee, and (2) with respect to the Purchaser includes any Person or entity that is advised or managed by Falcon Edge Capital LP or Chimera Capital (US) LLC and shall include Alpha Wave Ventures LP;

“**Agreement**” means this Share Purchase Agreement and instruments supplemental to or amending or modifying the Share Purchase Agreement in accordance with the provisions of this Agreement;

“**Applicable Laws**” means, with respect to any Person, all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders enacted, adopted or applied by any Governmental Authority that is binding upon or applicable to such Person or any assets, rights or properties of such Person;

“**Articles of Association**” means the articles of association of the Company in effect as of the Execution Date and the Completion Date;

“**Big 4 Accounting Firm**” means any of (i) Ernst & Young LLP, (ii) Pricewaterhouse Coopers LLP or Pricewaterhouse Coopers Pvt Ltd, (iii) KPMG LLP or (iv) Deloitte Touche Tohmatsu Limited or any of their Affiliates;

“**Board**” means the board of directors of the Company;

“**Business Day**” means any day other than Saturday, Sunday or any day on which banks in Cayman Islands, People’s Republic of China, Hong Kong, the Netherlands or India are generally closed for regular banking business;

“**Completion**” means completion of the purchase by the Purchaser of the Sale Shares and the transfer of Sales Shares to the Purchaser in accordance with Clause 4 (*Completion*);

“**Completion Date**” means a date, on which Completion takes place in accordance with the provisions of this Agreement following the issuance of the CP Satisfaction Notice in accordance with Clause 3.1;

“**Completion Date Consideration**” means an amount to be paid by the Purchaser to the Seller by the Completion Date Consideration Payment Deadline Date, calculated on the basis of the total number of Sale Shares *multiplied* by the Completion Date Per Share Price;

“**Completion Date Per Share Price**” means USD 3,646.04 (United States Dollars Three Thousand Six Hundred and Forty Six and Four Cents) per Sale Share, as adjusted for issuances of bonus shares, share splits, consolidations, or adjustments to the conversion prices of outstanding preference shares of the Company;

“**Completion Date Consideration Payment Deadline Date**” means the day that is the 21<sup>st</sup> calendar day immediately succeeding the Completion Date;

“**Consideration**” means the aggregate of the Completion Date Consideration and the Deferred Consideration;

“**Continuing Provisions**” means Clause 1 (*Definitions and Interpretation*), Clause 8 (*Confidentiality and Announcements*), Clause 10 (*Governing Law and Dispute Resolution*), Clause 11 (*Costs and Expenses*), Clause 15 (*Notices*) and Clause 18 (*Specific Performance*), all of which shall continue to apply after the termination of this Agreement pursuant to the terms of this Agreement without limit in time;

“**Control**” (including, with its correlative meanings, the terms “**Controlled by**” or “**under common Control with**”) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the Directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty per cent) in a Person;

“**Deadline**” means the date that is 12 (twelve) months from the Completion Date;

“**Deferred Consideration**” means an amount to be paid by the Purchaser on the Deferred Consideration Payment Date, calculated on the basis of the Deferred Per Share Price (a) *multiplied by* (i) the total number of Sale Shares including any equity shares that would have been Sale Shares pursuant to issuances of bonus shares, share splits, consolidations, or adjustments to the conversion prices of outstanding preference shares undertaken by the Company post the Execution Date in case of applicability of limb (a) of the definition of ‘Deferred Per Share Price’ OR (ii) the total number of Sale Shares (without any adjustments for additional shares) in case of the applicability of limb (b) of the definition of ‘Deferred Per Share Price’, (b) *minus* the Completion Date Consideration;

“**Deferred Consideration Payment Date**” means:

- (a) if the closing of the Next Round Funding occurs on or prior to the Deadline, the date falling on the date of issuance of securities by the Company pursuant to the Next Round Funding and in no event later than 2 (two) Business Days from such date;
- (b) if the closing of the Next Round Funding does not occur on or prior to the Deadline, the date that is 2 (two) Business Days from the Deadline;

“**Deferred Per Share Price**” means X, where:

- (a) if the closing of the Next Round Funding occurs on or prior to the Deadline, the price per Share (in USD, which shall be calculated as per the latest foreign exchange rate prevailing on the website of FBIL (Financial Benchmarks India Limited) (i.e., [www.fbil.org.in](http://www.fbil.org.in)) at the relevant time) at which securities are issued by the Company in the Next Round Funding;
- (b) if the closing of the Next Round Funding does not occur on or prior to the Deadline, then (x) USD 8,000,000,000 (United States Dollars Eight Billion) divided by (y) the number of securities in the share capital of the Company on a Fully Diluted Basis (as defined in the Shareholders’ Agreement) as of the date hereof;

“**Dispute**” has the meaning given to it in Clause 10.2(a) (*Governing Law and Dispute Resolution*);

“**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), and

any other encumbrance or similar condition whatsoever or an agreement to do any of the foregoing or any other arrangements having similar effect, but shall exclude all restrictions, encumbrances or conditions imposed by or pursuant to this Agreement, the Shareholders' Agreement or the Articles of Association;

**“Governmental Approval”** means any authorization, approval, consent, license, registration or permit required from any Governmental Authority;

**“Governmental Authority”** means any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative or taxation authority, agency, board, bureau, department, instrumentality or commission or any court, tribunal, or judicial or arbitral body of competent jurisdiction or stock exchange;

**“IT Act”** means the (Indian) Income-tax Act, 1961 and Finance Acts (to the extent that such Finance Acts amend or relate to the taxes imposed under the Income-tax Act, 1961) passed in India each financial year including and up to Finance Act, 2021, together with all applicable by-laws, rules, regulations, orders, ordinances, directions, circulars, notifications, press releases and similar legal enactments, in each case issued under such Acts;

**“Loss” or “Losses”** means all any and actual losses, claims, demands, liabilities, obligations, fines, expenses, Taxes, damages including interests and penalties with respect thereto, taxes payable in India thereon, and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements;

**“Next Round Funding”** means the first bona fide equity financing transaction following the Completion Date pursuant to which the Company issues securities resulting in at least USD 100,000,000 (United States Dollars One Hundred Million in gross proceeds to the Company);

**“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law;

**“Purchaser Conditions Precedent”** has the meaning given to it in Clause 3.2;

**“Purchaser Indemnified Persons”** has the meaning given to in in Clause 6.1;

**“Sale Shares”** means, collectively, 186 (One Hundred Eighty Six) Shares of the Company to be purchased by the Purchaser from the Seller, and shall include all rights, obligations, title, interest and claim in such Shares;

**“Seller Conditions Precedent”** has the meaning given to it in Clause 3.1;

**“Seller's Designated Account”** means the bank account of the Seller, bearing the following details:

Bank Name: HSBC Continental Europe, The Netherlands  
Bank Address: De Entrée 236, 1101 EE Amsterdam ZO, The Netherlands  
A/C Name: TENCENT CLOUD EUROPE B.V.  
IBAN: NL49HSBC2031728156 (USD)  
NL71HSBC2031728148 (EUR )  
Swift Code: HSBCNL2A

“**Seller’s Warranties**” means the representations and warranties made by the Seller in Clause 5.1 (*Warranties*);

“**Shareholders’ Agreement**” means the amended and restated shareholders’ agreement executed by the Company and its shareholders (as amended or supplemented from time to time);

“**Shares**” means equity shares of the Company having a par value of INR 1 (Indian Rupee One) each, and “**Share**” shall be construed accordingly;

“**SIAC**” has the meaning given to it in Clause 10.2(b) (*Governing Law and Dispute Resolution*);

“**Tax**” or “**Taxes**” means and includes without limitations all forms of taxes including income tax, withholding tax, capital gains tax, tax deducted at source, wealth tax, goods and services tax, value added taxes, and similar charges of any jurisdiction and shall include any interest, fines and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax chargeable against or attributable to the Seller or/ and the Company (whether payable on its own account or in a representative capacity).

“**Tax Authority**” means the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any other Governmental Authority that is competent under the IT Act to impose, levy, assess, collect or administer income tax in the Republic of India;

“**Tax Proceedings**” includes without limitations suits, recovery proceedings, demands, claims, assessment proceedings, re-assessment proceedings (including in a representative capacity), tax deduction at source related proceedings, interest or penalty proceedings, rectification, stay of demand proceedings, appeals (at any level) or similar actions in respect of (i) returns, which are filed but in respect whereof no notice has been received; and / or (ii) appeals pending to be filed.

“**Third Party**” means any Person that is not a signatory to this Agreement;

“**USD**” means United States Dollars, the lawful currency of the United States of America; and

“**Withholding Tax**” means the applicable Taxes under the IT Act with regard to the capital gains arising from the sale of the Sale Shares by the Seller to the Purchaser under this Agreement, which is required to be withheld by the Purchaser as payer of the Consideration in accordance with Applicable Laws.

- 1.2 In addition to the above terms, certain terms may be defined in the recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.
- 1.3 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail).
- 1.4 References to “**include**” or “**including**” are to be construed without limitation.
- 1.5 References to a “**company**” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.6 The table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of this Agreement.



- 1.7 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.8 Unless specified otherwise, references to Clauses, Paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Annexures form part of this Agreement.
- 1.9 References to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and includes any subordinate legislation made under the relevant statute or statutory provision.
- 1.10 Any reference to any Party shall, unless the context or meaning requires otherwise, be deemed to include its successors and permitted assigns.
- 1.11 Any approval and/ or consent to be granted by a Party under this Agreement shall be deemed to mean an approval and/or consent in writing.
- 1.12 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence. This Agreement shall be binding on and be for the benefit of the successors of the Parties.

## **2. SALE AND PURCHASE OF SHARES**

- 2.1 Subject to the terms and conditions of this Agreement, the Seller shall sell and the Purchaser shall purchase, on the Completion Date, all of the Sale Shares together with all rights, title, interests and advantages now and hereafter attached to such Sale Shares, and free and clear of any and all Encumbrances (other than as set out specifically in this Agreement). The Purchaser shall pay the Consideration to the Seller as follows:
  - (a) the Completion Date Consideration on or before the Completion Date Consideration Payment Deadline Date, calculated on the basis of the Completion Date Per Share Price; and
  - (b) the Deferred Consideration on or before the Deferred Consideration Payment Date, calculated on the basis of the Deferred Per Share Price,

in each case, in the manner set out in Clause 4 below. The Consideration shall be paid after deduction of the Withholding Tax in accordance with Applicable Laws and the Purchaser shall deposit the Withholding Tax with the Tax Authority, to the credit of the Seller. It is hereby clarified that, notwithstanding anything contained under the Agreement, an additional amount of US \$1,000 out of the Purchase Consideration may be retained by the Purchaser in aggregate, at the Purchaser's sole discretion, on the date of payment of the Completion Date Consideration to cover for exchange rate fluctuations that may occur upto the date of depositing Withholding Tax by the Purchaser. The said amount will be refunded to the Seller immediately after the settlement of the transactions contemplated on the payment date of the Completion Date Consideration after adjusting for any foreign exchange losses.

- 2.2 Any amounts payable by the Purchaser to the Seller per Clause 2.1 shall be payable in USD, and in the manner set out in Clause 4 below.
- 2.3 The Seller undertakes that, between the Execution Date and the earlier of: (i) the Completion Date; and (ii) termination of this Agreement in accordance with its terms, it shall not:
  - (a) take any actions to transfer, create or permit the creation of any Encumbrances over or

affecting any of the Sale Shares; or

- (b) solicit, invite or enter into any negotiations, commercial discussions, binding or non-binding commitments with any third party for the sale or transfer of the Sale Shares to such third party.

2.4 Pursuant to Clause 4, the Company shall hold the share certificates corresponding to the Sale Shares in its custody, on and with effect from the Completion Date, and release the same to the Purchaser subject to, and forthwith upon, receipt from the Purchaser of evidence of completion of payment of the Completion Date Consideration to the Seller.

2.5 If the Purchaser does not complete payment of the Completion Date Consideration to the Seller by the Completion Date Consideration Payment Deadline Date:

- (a) The Completion Date Consideration shall accrue interest at the rate of 1.5% (one and a half percent) per month for the period commencing from the Completion Date and ending on the date on which the Completion Date Consideration is actually paid to the Seller, which interest shall be payable in full along with the Completion Date Consideration on the date on which the Completion Date Consideration is actually paid; and
- (b) On and with effect from the Completion Date Consideration Payment Deadline Date and till the date on which the Completion Date Consideration is paid to the Seller in full (along with interest accrued thereon in accordance with Clause 2.5(a)), the Purchaser shall not be entitled to (i) exercise any voting rights with respect to the Sale Shares, or (ii) receive any distributions or other economic benefits with respect to the Sale Shares, without the prior written consent of the Seller. The Company shall not recognise any exercise of rights by the Purchaser, or make any distributions to the Purchaser, in a manner that is contrary to this Clause 2.5(b).

### 3. CONDITIONS TO COMPLETION

3.1 The obligations of the Purchaser to proceed to Completion, in all respects, is conditional upon the fulfillment to the satisfaction of the Purchaser, or the waiver by the Purchaser (except where prohibited by Applicable Law), of the following conditions precedent (“**Seller Conditions Precedent**”) and the condition set out in Clause 3.3:

- (a) the Seller’s Warranties being true, accurate, complete and not misleading in all respects as at the date hereof and at the Completion Date, and there having been no breach of any obligations of the Seller under this Agreement;
- (b) no injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts Completion or the consummation of the transactions and arrangements contemplated in this Agreement; and
- (c) the Seller having obtained all corporate approvals and Government Approvals (if applicable) and approvals under the Shareholders' Agreement and the Articles of Association required by it in order to perform its obligations under this Agreement, including the sale of the Sale Shares in the manner set out under this Agreement.
- (d) the Seller shall procure and deliver to the Purchaser a report from a Big4 Accounting Firm certifying (i) the status of Tax Proceedings pending against such Seller, (ii) that

all undisputed claims of Tax under the IT Act have been duly discharged; and (iii) that there are no disputed Tax Claims under the IT Act ('281 Report');

- (e) the Seller shall procure and deliver to the Purchaser a report on Capital Gains Tax in accordance with the provisions of the IT Act read with the Income-tax Rules, 1962 ('the IT Rules') from a Big4 Accounting Firm with respect to Consideration; and
- (f) the Seller shall procure and deliver to the Purchaser a reliance letter issued by the Big 4 Firm covering the 281 Report and Capital Gain Tax report.

3.2 The obligation of the Seller to proceed with Completion with the Purchaser is conditional upon the fulfillment to the reasonable satisfaction of the Seller, or the waiver by the Seller, of the following conditions precedent ("**Purchaser Conditions Precedent**"):

- (a) the Purchaser's warranties in Clause 5.4 being true, accurate, complete and not misleading in all respects at the Completion Date, and there having been no material breach of any obligations of the Purchaser under this Agreement;
- (b) no injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts Completion or the consummation of the transactions and arrangements contemplated in the Agreement as between the Seller and the Purchaser; and
- (c) the Purchaser having obtained all corporate approvals, Governmental Approvals (if applicable), and approvals under the Shareholders' Agreement and the Articles of Association required by it in order to perform its obligations under this Agreement, including the purchase of the Sale Shares and payment of Consideration in the manner set out in this Agreement.

3.3 The Company shall provide to the Purchaser a fair valuation report, in a form and substance satisfactory to the Purchaser, from a reputed valuer acceptable to both the Purchaser and the Seller, showing the value of the Sale Shares in accordance with Section 56(2)(x) of the IT Act read with the prescribed rules (i.e. Rule 11UA of the IT Rules).

3.4 The Company undertakes to provide all reasonable assistance as may be required by the Sellers and the Purchaser for completing the Seller Conditions Precedent in Clause 3.1(c) and the Purchaser Conditions Precedent in Clause 3.2(c), respectively.

3.5 Each of the Parties undertake to promptly notify the other Parties in writing of anything which will or is reasonably likely to prevent their respective Conditions Precedent from being satisfied as soon as reasonably practicable after it comes to their attention.

3.6 If any of the Seller Conditions Precedent are not completed to the satisfaction of the Purchaser or is not waived in writing by the Purchaser, the Purchaser shall (in its sole and absolute discretion and acting reasonably) be entitled to terminate this Agreement in the manner as provided under this Agreement.

#### **4. COMPLETION**

4.1 Completion shall take place on the Completion Date.

4.2 **Completion Actions:** On the Completion Date:

- (a) the Seller shall deliver to the Purchaser written confirmation that the Seller Conditions

Precedent have been fulfilled;

- (b) the Purchaser shall deliver to the Seller written confirmation that the Purchaser Conditions Precedent have been fulfilled;
- (c) the Seller shall deliver to the Company: (i) duly executed share transfer forms and (ii) original share certificates relating to the Sale Shares;
- (d) the Board shall hold a meeting at shorter notice and pass the following resolutions in a form and manner acceptable to the Purchaser:
  - (i) approving the transfer of the Sale Shares to the Purchaser;
  - (ii) approving the endorsement of the name of the Purchaser on the share certificates;
  - (iii) approving the entry of the name of the Purchaser in the register of members of the Company as the registered holder of the Sale Shares; and
  - (iv) authorising such other acts as may be necessary to give effect to the Completion.

4.3 On the Completion Date, the Company shall promptly provide to the Purchaser, (i) certified true copies of the resolutions passed by the Board pursuant to Clause 4.2(d) above, and (ii) a certified extract of the updated register of members of the Company which reflects the Purchaser as the registered holder of the Sale Shares.

4.4 It is clarified that the transactions contemplated under this Agreement to be consummated on the Completion Date under Clause 4.2 and Clause 4.3 shall be deemed to occur simultaneously and no such transaction shall be consummated unless all such transactions are consummated.

4.5 The Completion Date Consideration shall be paid by the Purchaser to the Seller on or prior to the Completion Date Consideration Payment Deadline Date to the Seller's Designated Account.

#### 4.6 **Payment of Deferred Consideration**

- (a) If the Next Round Funding is scheduled to close prior to the Deadline, the Company shall notify the Seller and the Purchaser of the Deferred Per Share Price in writing at least 10 (ten) days prior to closing of the Next Round Funding.
- (b) On the Deferred Consideration Payment Date, the Purchaser shall pay the pending Deferred Consideration to the Seller by way of wire transfer into the Seller's Designated Account.
- (c) The Seller hereby acknowledges that payment of the Completion Date Consideration and Deferred Consideration, after the deduction of Withholding Taxes, if any, into the Seller's Designated Account in the manner set out in Clauses 2.5, 4.5 and in this Clause 4.6, shall constitute full and final discharge of the Purchaser's obligation to pay the Consideration for the Sale Shares.

### 5. **WARRANTIES**

5.1 The Seller represents and warrants to the Purchaser as of the Execution Date and as of the Completion Date, in each case, with respect to the facts and circumstances then in existence,

with respect to itself, that each of the following statements are true, accurate, complete and not misleading in any respect:

5.1.1 Due Incorporation

- (a) the Seller is duly incorporated, in existence and duly registered and/or in good standing (as applicable) under the laws of the jurisdiction of its incorporation; and
- (b) the Seller has the necessary power and authority to execute this Agreement and to perform its obligations hereunder.

5.1.2 Power and Authority

- (a) this Agreement constitutes a legal, valid and binding obligation enforceable against the Seller in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles;
- (b) the execution, delivery and performance by the Seller of this Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which it is bound, or breach or default of any agreement or instrument which the Seller is a party to or by which it is bound, including, the Shareholders' Agreement and the Articles of Association;
- (c) the Seller has obtained any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Seller is a party to or by which it is bound, (including the Shareholders' Agreement and the Articles of Association) or under Applicable Laws, required for the execution, delivery and performance by the Seller of this Agreement; and
- (d) no insolvency order has been made in the Seller's name, no administrative receiver of the Seller has been appointed and no proceedings have been filed under which such a person might be appointed.

5.1.3 Legal and Beneficial Ownership of the Sale Shares

- (a) the Seller is the sole legal and beneficial owner of the Sale Shares and has the exclusive right to exercise all voting and other rights over and in respect thereof. The Sale Shares held by it are fully paid up and are held by the Seller in compliance with Applicable Law;
- (b) the Seller has a clear and marketable title to the Sale Shares, free from all Encumbrances, and the Seller has not executed any agreement to give or create any Encumbrance over or affecting such Sale Shares and no claim has been made by any Person to be entitled to any such Encumbrance;
- (c) the Seller does not have any outstanding or disputed tax liability or pending tax proceedings, in India, that may: (i) warrant the transaction of sale of the Sale Shares to be rendered void under section 281 of the IT Act(ii) affect the validity and marketability of the title of the Sale shares; or (iii) the ability of the Seller to sell the Sale Shares to the Purchaser, or the Purchaser to acquire the title to the Sale Shares pursuant to its purchase, in accordance with the terms of this Agreement;
- (d) the Sale Shares will be transferred free from any Encumbrances, claim or demand to

the Purchaser ;

- (e) the Seller has not committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable; and
- (f) the Seller has not received any notice in respect of any action, suit or proceeding and there is no litigation pending or to the best of its knowledge threatened against or otherwise relating to or affecting the Seller that would give rise or serve as the basis for a cause of action to prevent the Seller from entering into or consummating the terms of this Agreement.

5.1.4 Tax Warranties.

- (a) the Seller has been holding the Sale Shares on a continuous basis as “investment” (capital asset) since the date of its acquisition, and not as “stock-in-trade”;
- (b) the Seller has a valid Permanent Account Number (‘PAN’) in India and all tax returns required to be filed have been filed by the Seller, including the return of income for both of the two immediately preceding assessment years prior to FY22, in accordance and within prescribed timeline as per the provisions of the IT Act;
- (c) the 281 Report in entirety and Capital Gain Tax report in entirety, including the notes and annexures is true, complete and accurate in all respects;
- (d) all the information, representations and documents provided by the Seller to the Big 4 Accounting Firm, for issuing the (i) 281 Report, and (ii) Capital Gain Tax report, is true, complete and accurate in all respects.

5.2 The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on the Seller's Warranties and may treat the Seller's Warranties as conditions of this Agreement.

5.3 The Seller’s Warranties set out at Clauses 5.1.1 to 5.1.4 shall be deemed to be made by the Seller by reference to the facts and circumstances then existing as on the Deferred Consideration Payment Date and the Seller confirms that they are and shall remain, true, correct, valid and subsisting in every respect as on such date. Notwithstanding anything contained in this Agreement but subject to Clause 6.2: (a) the representations and warranties set forth in Clause 5.1 (except 5.1.3(c) and 5.1.4) shall survive in perpetuity without any limitation; and (b) the representations and warranties set forth in Clause 5.1.3(c) and 5.1.4 shall survive for a period of 7 (Seven) years from the end of the financial year in which the Completion takes place. The preceding sentence shall not affect the Seller’s obligations in respect of claims made prior to the expiry of the applicable survival period.

5.4 The Purchaser, represents and warrants to the Seller in respect of itself, as of the Execution Date and as of the Completion Date, in each case, with respect to the facts and circumstances then in existence, as follows:

- (a) the Purchaser is duly incorporated, in existence and duly registered and/or in good standing (as applicable) under the laws of the jurisdiction of its incorporation;
- (b) the Purchaser has the necessary power and authority to execute this Agreement and to perform its obligations hereunder;
- (c) the Purchaser has obtained or shall obtain prior to Completion all the necessary and requisite approvals and consents required in the context of this Agreement and the purchase of the Sale Shares;



- (d) this Agreement constitutes legal, valid and binding obligations of the Purchaser enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles;
- (e) the execution, delivery and performance by the Purchaser of the Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which it is bound, or breach/default of any agreement or instrument which the Purchaser is a party to or by which it is bound;
- (f) the execution, delivery and performance by the Purchaser of this Agreement will not require any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Purchaser is a party to or by which it is bound;
- (g) no insolvency order has been made in the Purchaser's name; and
- (h) no administrative receiver of the Purchaser has been appointed and no proceedings have been filed under which such a person might be appointed.

5.5 The Company, represents and warrants, to each of the Parties, as of the Execution Date and as of the Completion Date, in each case, with respect to the facts and circumstances then in existence, as follows:

- (a) it has the necessary power and authority to execute this Agreement and to perform its obligations hereunder;
- (b) this Agreement constitutes legal, valid and binding obligations of the Company enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles;
- (c) the execution, delivery and performance by the Purchaser of the Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which it is bound, or breach/default of any agreement or instrument which the Company is a party to or by which it is bound;
- (d) the execution, delivery and performance by the Company of this Agreement will not require any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Company is a party to or by which it is bound;
- (e) the Sale Shares have been validly issued to the Seller in accordance with Applicable Laws and are fully paid-up;
- (f) As per the records of the Company, the Seller currently owns all legal and beneficial title to the Sale Shares and the Seller is presently recorded as a member of the Company in its register of members in respect of the Sale Shares. The Company has not taken on record or registered any transfer of the Sale Shares; and
- (g) all actions pursuant to or in relation to the issuance of the Sale Shares have been duly completed by the Company in accordance with Applicable Law.

5.6 Each Party agrees and acknowledges that it is a sophisticated party, and has reached a decision to enter into the transactions contemplated in this Agreement based on independent commercial judgment, and each Party has the information it considers necessary to reach such a decision. Each Party further confirms that it has read and understood the terms of this Agreement, has obtained adequate legal or other professional advice on the terms hereof, and the transactions contemplated herein. Each of the Parties has the capacity to protect such Party's own interests in connection with the sale and purchase of the Sale Shares and the transactions contemplated by this Agreement by reason of such Party's business or financial experience or the business or financial experience of such Party's professional advisors.

## 6. RELEASE AND INDEMNITIES

### 6.1 Indemnities

- (a) At any time after the Completion Date, the Seller undertakes to indemnify and keep the Purchaser, its Affiliates and their respective partners, shareholders, officers, directors, employees, representatives and agents (collectively, the "**Purchaser Indemnified Persons**") indemnified against all Losses which they suffer or incur from any breach of, non-fulfilment of, or failure to perform, any of the covenants, statements, obligations and representations and warranties of the Seller provided in Clauses 5.1.1 to 5.1.4 of this Agreement.
- (b) The rights and remedies of the Purchaser Indemnified Persons or the Seller in respect of any breach of this Agreement, including, without limitation, a breach of any of the Seller's Warranties, shall not be affected by any act or happening which otherwise might have affected such rights and remedies, except by a specific written waiver by the Purchaser Indemnified Persons or the Seller (as the case may be).
- (c) For the purpose of seeking indemnification under this Clause 6.1, a Purchaser Indemnified Person shall provide written intimation to the Seller containing a summary of the matter giving rise to the claim as soon as may be reasonably possible. Any delay or failure of a Purchaser Indemnified Person to so notify the Seller shall not relieve the Seller of its indemnification obligations under this Agreement unless (and only to the extent that) the Seller's ability to contest a third party claim is prejudiced by such delay or failure to notify. If the matter giving rise to the indemnity claim relates to a third party claim against a Purchaser Indemnified Person:
  - (i) the Seller shall promptly, and in any event no later than 10 (ten) Business Days after receipt of the indemnity claim from the Purchaser Indemnified Person, inform the Purchaser, in writing, whether it will make payment of all amounts claimed by the third party or contest the third party claim;
  - (ii) if the Seller elects to contest the third party claim, the process set out below shall apply to the Seller's defense of the third party claim, whereupon the Seller shall be obligated to pay all amounts payable to the third party as may be directed by the appropriate judicial body adjudicating such contestation:

- (A) in the event that the Seller elects to contest the third-party claim, it shall be authorised to assume control of the process of responding to or contesting the claim notice received from a third-party, at its own cost, through counsels and advisors selected by the Seller;
  - (B) the Purchaser shall cooperate with the Seller in the process of responding to or contesting the third-party claim notice and provide all such information as may be reasonably requested by the Seller in this regard and the Company and the Purchaser shall execute necessary authorisations in favour of the Seller on a case by case basis in this regard;
  - (C) the Seller shall keep the Purchaser informed of all matters pertaining to such action, and shall promptly provide the Purchaser with copies of all submissions, filings, correspondence and documents relating to the action (to the extent available with the Seller);
  - (D) the Purchaser Indemnified Persons shall not make any admission of liability, agreement, settlement or compromise in relation to such notice or claim without the prior written consent of the Seller; and
  - (E) the Seller shall not submit any correspondence, submissions, amendments or documents pertaining to third-party claims or any proceedings arising in relation thereto or consent to entry of any judgment or enter into any settlement, in each case which has the effect of admitting any liability of the Purchaser Indemnified Persons or make any representations or warranties on behalf of any of the Purchaser Indemnified Persons, in each case without the prior written approval of the Purchaser.
- (iii) if the Seller elects not to contest the third party claim, or having elected to contest the third party claim, does not contest the third party claim:
- (A) the Seller shall: (1) pay the entire amount claimed by the third party to the Purchaser or the third party (at the Purchaser's election) no later than the date on which the third party claim is due and payable; and (2) pay any costs and expenses of the Purchaser Indemnified Party within the timelines specified in this Clause 6.1(c)(iii); and
  - (B) the Purchaser Indemnified Persons shall be entitled to assume control of the defense of the third party claim consistent with the principles set out below:
    - (1) in the event the Seller fails to either: (x) assume control of the process of responding to or contesting the third-party claim notice; or (y) pay the requisite amounts to the relevant third-party and/or the Purchaser, the Purchaser may, without prejudice to the indemnity and payment obligations of the Seller hereunder, assume control of the process of responding to or contesting the claim notice received from third-parties, through counsels and advisors selected by the Purchaser;
    - (2) the Seller shall cooperate with the Purchaser in the process of responding to or contesting the third-party claim notice and provide all such information as may be reasonably requested by the Purchaser in this regard;

- (3) the Purchaser Indemnified Persons shall not make any admission of liability, settlement or compromise in relation to such third-party claim notice without the prior written consent of the Seller which consent may not be withheld unreasonably;
  - (4) all costs and expenses incurred by the Purchaser in this regard shall be borne solely by the Seller, and the Seller shall either:  
(x) reimburse the Purchaser for such costs and expenses within 10 (ten) Business Days of a written claim for reimbursement by the Purchaser (which written claim shall also include relevant supporting documents evidencing the costs incurred by the Purchaser); or (y) if required by the Purchaser, be responsible for the payment of such costs and expenses directly to legal counsels and advisors of the Purchaser, as permissible under Applicable Law; provided that, any payment hereunder shall be subject to the overall indemnity limit under Clause 6.2;
  - (5) if in the course of such contest of the third-party claim by the Purchaser, any amounts (or other financial comforts, whether in the nature of a bank guarantee or any other undertaking) are required to be deposited with, or paid to, the third-party (whether as a condition to any appeal or contest of the claim notice or any other reason), the Purchaser shall notify the Seller of the same and the Seller shall make payment of the amount due; and
  - (6) upon receipt of any order/judgement from a court of competent authority in connection with the third-party claim proceedings, the Purchaser shall notify the Seller of such order/judgement along with the copy of order/judgement as soon as reasonably practicable and no later than 7 (Seven) Business Days from receipt of such order by the Purchaser or within 10 (Ten) Business Days prior to the deadline to file an appeal against such order. Upon receipt of such notice from the Purchaser, the Seller shall have the right to decide if the Purchaser should file an appeal against such order/judgement (which decision shall be binding on Purchaser), provided the decision is communicated to the Purchaser within 7 (Seven) Business Days of communication from the Purchaser to the Seller wherein the Seller shall have the right to prosecute such appeal. If the Seller fails to communicate its decision to the Purchaser within the aforementioned period of 7 (Seven) Business Days, the Purchaser shall have the right (but not an obligation) to file an appeal against such order/judgment at the sole discretion of the Purchaser. This right shall be in addition to, and without prejudice to any other rights the Purchaser has under this Agreement including under this Clause 6.
- (d) The Seller shall not, except with the prior written consent of the Purchaser Indemnified Person, consent to the entry of any judgement or enter into any settlement, in each case which has the effect of admitting any liability of the Purchaser Indemnified Persons.
  - (e) Notwithstanding anything to the contrary contained in this Agreement but subject to Clause 6.4, the Seller shall not have any liabilities pursuant to this Clause 6.1 for a

breach of the representations and warranties set out in Clauses 5.1.3(c) and 5.1.4 (“**Tax Warranty Breach**”) if a claim for indemnity for such a breach is not issued to the Seller on or prior to the expiry of a period of 7 (seven) years from the date of Completion (“**Tax Indemnity Applicable Claim Period**”). The indemnification obligation under this Clause 6.1 in relation to any such claim for Tax Warranty Breach made prior to the expiration of the Tax Indemnity Applicable Claim Period shall continue until the relevant proceeding has been finally resolved, which may be subsequent to the expiry of the Tax Indemnity Applicable Claim Period. For the purpose of Clause 6.1, matters shall be treated as finally resolved once there is a non-appealable order in relation to the same or where the time-limit to file the appeal has elapsed without an appeal having been filed.

- 6.2 The Seller’s liability (including towards the indemnity obligations under this Agreement) towards the Purchaser shall not exceed 100% of the Consideration received from the Purchaser provided that nothing in this Agreement shall limit or exclude liability of the Seller for its fraud in relation to the transactions contemplated under this Agreement.
- 6.3 The Purchaser shall not be entitled to make more than one claim against the Seller in respect of a Loss, arising out of the same cause of action. Further, if the Purchaser has received damages or otherwise obtained reimbursement or restitution, which covers a part or the entire amount of its Loss (whether from a third party or an insurer), it shall not make a claim against the Seller for such portion of the Loss.
- 6.4 The Seller shall not be liable in any manner whatsoever for any indirect, remote or consequential damages or any loss of revenue, income or profits, punitive, speculative or special damages, or loss of business reputation or opportunity.
- 6.5 All payments made to the Purchaser Indemnified Persons pursuant to the indemnification obligations under this Clause 6, shall be made free and clear of any applicable Tax (including withholding or deduction for any Tax) unless the Seller / Company making such payment is required to make payment of such Tax or withhold or deduct any amounts as per Applicable Law, in which case the sum payable by the Seller / Company (in respect of which such Tax, or withholding or deduction is required to be made) shall be increased to the extent necessary to ensure that the Purchaser Indemnified Person receives a sum, net of any Taxes, or deduction or withholding, equal to the sum which it would have received had no such Taxes, or deduction or withholding been made or required to be made.
- 6.6 If a claim for a Loss may be brought under Clause 6.2, the Purchaser shall not be entitled to make a claim of any manner whatsoever (including indemnity claims or suits for breach of contract) against the Seller in respect of such Loss, other than an indemnity claim under Clause 6.2.

## **7. FURTHER ASSURANCES**

The Parties shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required by the other Parties in order to give full effect to this Agreement and any matters envisaged hereby or ancillary hereto.

## **8. CONFIDENTIALITY AND ANNOUNCEMENTS**

- 8.1 Save as expressly provided in Clause 8.3, the Seller undertakes that it shall treat as confidential the provisions of the Agreement and all information it has received or obtained relating to the Purchaser as a result of, or in connection with, negotiating or entering into the Agreement.

- 8.2 Save as expressly provided in Clause 8.3, the Purchaser shall, and shall procure that each of its Affiliates to whom confidential information is provided shall, treat as confidential the provisions of the Agreement and all information they have received or obtained relating to the Seller as a result of, or in connection with, negotiating or entering into the Agreement.
- 8.3 A Party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to the Affiliates of that Party or employees, agents, advisors, directors or direct or indirect shareholders, partners or members of that Party or its Affiliates (and provided that such Persons are subject to confidentiality obligations); or
  - (b) is required by law or the requirements of any securities exchange, regulatory or Governmental Authority or taxation authority to which a Party is subject or pursuant to any order of any Governmental Authority or taxation authority.
- 8.4 The confidentiality restrictions in this Clause 8 (*Confidentiality and Announcements*) shall continue to apply after the termination of this Agreement without limitation in time.
- 8.5 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this Clause 8 (*Confidentiality and Announcements*) and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clauses.
- 8.6 Save as expressly provided in this Clause 8 (*Confidentiality and Announcements*), no announcement shall be made by or on behalf of any Party or its Affiliates relating to the Agreement or the transactions and arrangements contemplated under the Agreement, without the prior written approval of the other Party.
- 8.7 Notwithstanding any provision in this Agreement to the contrary, in case of any disclosure required by applicable Laws or by any Governmental Authority (including any relevant stock exchange on which the shares in a Party or any of its parent companies is listed), the Party making the disclosure shall consult with the non-disclosing Party in advance as to its form, content and the timing of disclosure and shall also assist the non-disclosing Party in obtaining an exemption or protective order preventing and/or narrowing such disclosure.

## **9. COUNTERPARTS**

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

10.1 This Agreement shall in all respects be governed and interpreted by, and construed in accordance with the laws of India.

### **10.2 Arbitration**

- (a) If any dispute, controversy or Claim arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement (a “**Dispute**”), the Parties shall use all reasonable endeavours to resolve the matter amicably. If 1 (One) Party gives another Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute within 15



(Fifteen) Business Days of service of the notice, then the Dispute shall be referred to the senior executive officers of the Purchaser and of the Seller who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Parties under this Agreement until 15 (Fifteen) Business Days after such referral.

- (b) All Disputes, which are unresolved pursuant to Clause 10.2(a) and which a Party wishes to have resolved, shall be referred upon the application of either Party to arbitration and finally settled in accordance with the rules of the Singapore International Arbitration Centre (“SIAC”) in force at the date of this Agreement, which rules are deemed to be incorporated by reference to this Clause. There shall be a sole arbitrator, mutually agreed to between the Seller and the Purchaser, and if the Parties fail to reach agreement on the nomination of the sole arbitrator within 15 (Fifteen) Business Days, then the sole arbitrator shall be appointed in accordance with the rules of the SIAC. No officer, director, shareholder, employee, representative or relative of any Party may be nominated or appointed as an arbitrator. The seat of the arbitration shall be Singapore, and the disputing Parties may agree on the venue being any other place. The language of this arbitration shall be English and any document not in English submitted by any Party shall be accompanied by an English translation. A written transcript of the proceedings shall be made and furnished to the Parties.
- (c) The arbitrator shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction.
- (d) Any award of the arbitrator, as the case may be, pursuant to this Clause 10.2 shall be in writing and shall be final, conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the courts having jurisdiction.
- (e) During the course of any arbitration under this Clause 10.2 except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- (f) Each Party shall participate in good faith to reasonably expedite (to the extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (g) The arbitrator shall decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration.
- (h) No action, lawsuit or other proceeding (other than proceedings for the confirmation or enforcement of an arbitration award, an action to compel arbitration, or any action for urgent interim reliefs) shall be brought in any court in India or outside by or between the Parties in connection with any matter arising out of or in connection with this Agreement. Notwithstanding anything to the contrary stated above, the Purchaser shall have the right to seek injunctive relief (whether interim and/or final) against the Seller in a court of law in India or Mauritius.
- (i) Subject to the above, the Purchaser and the Seller agree to be subject to the exclusive jurisdiction of the courts in Singapore for all matters incidental or ancillary to the arbitration.

## **11. COSTS AND EXPENSES**

Each Party shall bear the costs and expenses incurred by it in connection with the negotiation, preparation and performance of this Agreement. All stamp duties payable with respect to the sale and purchase of the Sale Shares and the execution of this Agreement shall be borne by the Seller.

## **12. ASSIGNMENT**

- 12.1 None of the Parties may assign any of their rights or obligations under this Agreement to any Person, without the prior written consent of the other Parties, provided that this Agreement and the rights and/or obligation herein may be assigned and novated by any Purchaser to the Person to whom its Shares are sold in accordance with the terms of the Shareholders Agreement after the payment of the Deferred Consideration. Notwithstanding the foregoing, after occurrence of Completion, the Purchaser shall not be entitled to assign or otherwise transfer to any other Person, its obligation to pay the Deferred Consideration to the Seller on the Deferred Consideration Payment Date.

## **13. THIRD PARTY RIGHTS**

A Person who is not a Party or its successor or permitted assignee shall have no right to enforce any of the terms of this Agreement.

## **14. TERMINATION**

- 14.1 This Agreement may, subject always to Clause 14.4 hereunder, be terminated prior to the Completion as follows:
- (a) upon the mutual written agreement of the Parties; or
  - (b) at the election of a non-defaulting Party against any Party that has breached any representations, warranties or any other covenant or agreement of such Party contained in this Agreement, and such breach cannot be or is not cured within 10 (ten) Business Days after being notified in writing of the same in accordance with Clause 14.1.
- 14.2 Notwithstanding anything contained herein, the non-defaulting Party/Parties shall be entitled to all the rights and remedies which are available to the non-defaulting party under Applicable Law, equity or otherwise including such other rights and remedies as may be mutually agreed between the Parties in this Agreement. The rights specified in Clause 14.1 shall be in addition to and not in substitution for any other remedies, including a claim for damages that may be available to the non-defaulting Party.
- 14.3 No Party shall have the ability to terminate this Agreement pursuant to this Clause 14.3, (a) if the failure to so consummate the Completion actions is caused by the breach of such Party of their obligations under this Agreement; or (b) at any time after occurrence of Completion.
- 14.4 Notwithstanding the above, the Continuing Provisions shall survive the expiry or earlier termination of this Agreement and nothing herein shall relieve any Party from any liability for fraud or any breach of the provisions of this Agreement prior to such termination. Any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

**15. NOTICES**

15.1 Any notice or other communication to be given under or in connection with this Agreement (“**Notice**”) shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by pre-paid recorded delivery or international courier or electronic mail to the address provided in this Clause 15, and marked for the attention of the Person specified in that Clause.

15.2 A Notice shall be deemed to have been received:

- (a) at the time of delivery, if delivered personally;
- (b) at the time of transmission, if sent by electronic mail; or
- (c) 7 (Seven) Business Days after the time and date of posting, if sent by pre-paid recorded delivery or international courier,

provided that if receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 15 are to local time in the country of the addressee.

15.3 The addresses for service of Notice are:

Seller	Name: Tencent Cloud Europe B.V. Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054 Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.com with a copy to: Level 29, Three Pacific Place 1 Queen’s Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email: legalnotice@tencent.com Wellington Name: Hadley Harbor Master Investors
Purchaser	Address: Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands Email: notices.awvii@alphawaveglobal.com Attention: Scott Carpenter
Company	Address: Bundl Technologies Pvt Ltd, No. 55, Sy No.8 - 14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru – 560103, Karnataka Email: secretarial@swiggy.in Phone: +91 80 6842 2422 Attention: Mr. Lakshmi Nandan Reddy Obul

- 15.4 A Party shall notify the other Parties of any change to its details in this Clause 15 in accordance with the provisions of this Clause 15, provided that such notification shall only be effective on the later of the date specified in the notification and 5 (Five) Business Days after deemed receipt.

**16. ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the transactions contemplated in this Agreement, including the purchase of the Sale Shares.

**17. SPECIFIC PERFORMANCE**

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under the Agreement, at law or in equity, including without limitation a right for damages.

**18. SEVERABILITY**

- 18.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, (a) such provision or part thereof shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Laws.
- 18.2. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

**19. REMEDIES AND WAIVER**

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law or in equity.

**20. AMENDMENTS**

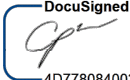
No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

**21. INDEPENDENT CONTRACTORS**

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or an employer-employee relationship.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorised representatives on the date and year first hereinabove written.

SIGNED for and on behalf of )  
**TENCENT CLOUD EUROPE B.V.** )  
**(as Seller)** )  
)  
)  
)

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***(SIGNATURE PAGE TO THE SHARE PURCHASE AGREEMENT)***

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorised representatives on the date and year first hereinabove written.

SIGNED for and on behalf of )  
**BUNDL TECHNOLOGIES PRIVATE** )  
**LIMITED** )  
(as Company) )

*M. Sri H*



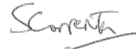
.....  
(Authorised signatory)

***(SIGNATURE PAGE TO THE SHARE PURCHASE AGREEMENT)***



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorised representatives on the date and year first hereinabove written.

SIGNED for and on behalf of )  
**ALPHA WAVE VENTURES II, LP** )  
**By ALPHA WAVE VENTURES GP, LTD, its** )  
**general partner,** )  
)  
**(as Purchaser)**

  
.....  
(Authorised signatory)

***(SIGNATURE PAGE TO THE SHARE PURCHASE AGREEMENT)***