



सत्यमेव जयते

INDIA NON JUDICIAL

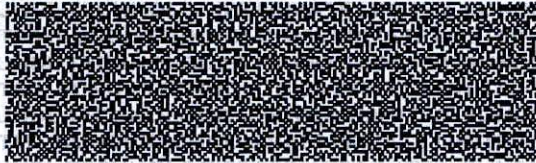
Government of Karnataka

Rs. 600

e-Stamp

Certificate No. : IN-KA94040368635445T
Certificate Issued Date : 29-Dec-2021 05:21 PM
Account Reference : NONACC (FI)/ kacrsf08/ INDIRA NAGAR5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0833036813963285T
Purchased by : Bundl Technologies Private Limited
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : Deed of Accession
Consideration Price (Rs.) : 0
(Zero)
First Party : Bundl Technologies Private Limited
Second Party : Sriharsha Majety and others
Stamp Duty Paid By : Bundl Technologies Private Limited
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)

सत्यमेव जयते



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This e-stamp paper forms an integral part of the Series K Deed of Accession dated 20 January 2021 to the Shareholders' Agreement of Bundl Technologies Private Limited.

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 this 20th day of January, 2022 ("**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 I** (each a "Acceding Party" and collectively the "Acceding Parties" hereinafter, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and permitted assigns);

AND

- (3) **THE PERSONS** whose names, addresses and other particulars are set out in **SCHEDULE IA** (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 IB** (hereinafter collectively referred to as the "**Investors**" and individually as an "**Investor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns).

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

WHEREAS:

- (A) The Company, Founders and Investors, *inter alios*, have entered into a shareholders' agreement dated 21 April 2021 ("**Shareholders Agreement**"), attached as **SCHEDULE III**, which records their inter-se rights and obligations as Shareholders of the Company.
- (B) Pursuant to the Share Subscription Agreement of even date entered into between the Acceding Parties and the Company ("**SSA**"), the Acceding Parties have agreed to subscribe to 96,301 Series K CCPS ("**Investor Securities**") in the Company in a manner provided in **SCHEDULE II**.
- (C) Accordingly, the Acceding Parties are desirous of executing and delivering to the Company this Deed and shall thereby 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 (which are not already parties to the Shareholders Agreement), parties to the Shareholders Agreement and accordingly set out the rights and obligations in this regard. Immediately upon the Series K Closing Date (defined below), the Acceding Parties (which are not already parties to the Shareholders Agreement) shall, without any further act or deed, become parties 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 6 to 9, 10.1 (read with Part A of **SCHEDULE IV**), 10.4, 11 and 13 to 18 (“**Immediately Effective Clauses**”) shall become enforceable and effective on and from the date on which the Investor Securities are issued and allotted to the relevant Acceding Parties in accordance with the SSA (“**Series K Closing Date**”), provided that Clause 10.3 (read with Part C of **SCHEDULE IV**) will be effective on the Sumeru Closing Date (*defined below*). The Immediately Effective Clauses shall be enforceable and effective with effect from the Execution Date.
3. Enforceability and accord of rights.
 - 3.1. With effect from the Series K Closing Date, each Acceding Party, not already a signatory to the Shareholders Agreement, shall be deemed to be a signatory to the Shareholders Agreement and shall be considered as an ‘Investor’ as under the Shareholders Agreement. For the avoidance of doubt, if an Acceding Party satisfies the Eligibility Condition to qualify as an Eligible Investor for any particular provision of the Shareholders Agreement, such Acceding Party will be an Eligible Investor for such provision. On and from the effectiveness of this Clause 3.1, the rights of an Acceding Party under the Shareholders’ Agreement which is already an Investor under the Shareholders Agreement prior to the Execution Date, will be determined by aggregating the number of Securities held by such Acceding Party in the Company prior to the Series K Closing Date (“**Existing Ownership**”) with the number of Securities acquired by such Acceding Party as on the Series K Closing Date.
 - 3.2. Each of the Investors, Company, Shareholders and 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. Each Acceding Party shall be entitled to enforce the provisions of the Shareholders Agreement against the other Acceding Party(ies), the Investors (other than the Acceding Party(ies) which are also Investors), the Company, the Shareholders and the Founders, in accordance with the terms and conditions included thereunder.
 - 3.3. Upon the occurrence of the Series K Closing Date, each Acceding Party that has been allotted its respective Investor Securities shall be deemed to be an ‘Investor’ under the Shareholders’ Agreement and the Articles and shall be entitled to all rights and benefits as specifically set out for ‘Investors’ (or ‘Eligible Investors’ upon meeting the Eligibility Condition for a relevant provision aggregated with their Existing Ownership) under the Shareholders’ Agreement and the

Articles, including all rights and benefits attached to the Investor Securities held by such Acceding Party. The Articles shall be amended to the extent necessary to give effect to the provisions of this Deed.

- 3.4. Upon the occurrence of the Series K Closing Date, each Acceding Party shall be subject to and be bound by all obligations, duties, undertakings and covenants of the 'Investors' (or 'Eligible Investors' upon meeting the Eligibility Condition for a relevant provision aggregated with their Existing Ownership) under the Shareholders' Agreement and the Articles, and the Acceding Party hereby covenants and undertakes to adhere to and be bound by and subject to all such obligations, duties, undertakings and covenants. 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.
- 3.5. Upon the occurrence of the Series K Closing Date, the Company and the Founders shall take all steps in order to give effect to all rights, interests and benefits available to each Acceding Party under the Shareholders' Agreement (as an Investor under the Shareholders' Agreement) as if it were an original party to the Shareholders' Agreement, on and from the date of execution of the Shareholders' Agreement.
- 3.6. For the avoidance of doubt, by way of the agreement amongst the parties to the Shareholders Agreement in Clause 17.8 of the Shareholders Agreement of the relevant parties to the Shareholders' Agreement whose approval is required to effect amendments to the Shareholders' Agreement, 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 Series K Closing Date, be enforceable against such Non Signing SHA Parties as if such Acceding Parties were original parties to the Shareholders Agreement on and from the date of execution of the Shareholders' Agreement.

4. Acceding Party's Covenants.

Each Acceding Party hereby covenants that it will assume, fulfill and discharge all obligations attached to the Investor Securities and that it will 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), as are applicable to it as by virtue of being an 'Investor' (or 'Eligible Investor' upon meeting the Eligibility Condition for a relevant provision, after taking into account its Existing Ownership) under the Shareholders Agreement, and a Shareholder of the Company.

5. Classification as Restricted Specified Investor

If at any given point in time, an 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. Each 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 are not in accordance with the Shareholders' Agreement.

7. Acceding Party and Investors' Representations and Warranties. Each Acceding Party and each 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 Investors hereby agree and consent to the allotment and issue of the Investor Securities to each of the Acceding Parties on the terms and conditions set out in the SSA, 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 Investors) 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 Investor Securities to the Acceding Parties.

10. Amendment and Modification.

10.1. Upon the execution of this Deed, the Shareholders Agreement shall stand amended in the manner set out in Part A of **SCHEDULE IV** to, *inter alia*, incorporate consequential changes to the Shareholders Agreement on account of the capital restructuring of the Company completed prior to the Series K Closing Date.

10.2. Upon the Series K Closing Date, the Shareholders Agreement shall stand amended in the manner set out in Part B of **SCHEDULE IV** to, *inter alia*, incorporate the terms and rights attached to the Investor Securities.

10.3. The Parties acknowledge that in addition to the Acceding Parties, Sumeru Global Digital Technology Fund – A L.P. and such other of its Affiliates and limited partners acceptable to the Company (collectively, the “**Sumeru Entities**”) will subscribe for up to 11,578 Series K CCPS at a per share price of INR 4,92,430 at the same terms and conditions of investment applicable to the Acceding Parties per the SSA. The Company is hereby authorized by the Parties to enter into a separate deed of accession to the Shareholders’ Agreement, to be executed by and amongst the Sumeru Entities and the Company (“**Sumeru DOA**”) only, under which the Sumeru Entities will be provided the same (and only the same) rights and obligations as provided to Baron by virtue of this Deed, which rights and obligations shall be effective and binding on the Sumeru Entities, the Company and other Shareholders, on and from the date of allotment of the aforementioned Series K CCPS to the Sumeru Entities (“**Sumeru Closing Date**”) without any further action of the Parties. On and with effect from the Sumeru Closing Date, the amendments set out in Part C of Schedule IV shall be deemed to have been made to the Shareholders’ Agreement.

10.4. 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**”) 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. Upon this Deed being enforceable and effective on the Series K Closing Date, this Deed shall override the provisions of the deed of adherence dated April 05, 2021 (“**IIFL Previous DOA**”) entered into between, *inter alios*, the Company, IIFL and the Founders. Provided however that any accrued rights of IIFL as under the IIFL Previous DOA shall survive.

12. Applicability of provisions of Shareholders’ Agreement. The Parties hereby agree and acknowledge that on and from the Series K Closing Date, all terms of the Shareholders’ Agreement as are applicable to the ‘Eligible Investors’ or ‘Investors’, as the case may be, including the obligations, duties, undertakings and covenants of the ‘Eligible Investors’ or ‘Investors’, as the case may be, shall *mutatis mutandis* apply to and be binding on the Parties as if they were an original party to the Shareholders Agreement and had executed the same.

13. Governing Law, Jurisdiction.

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of India.
- 13.2. Subject to Clause 14 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.
14. 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.
15. 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**.
16. 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 Party shall be entitled to disclose confidential information about the Company to (a) its limited partners, Affiliates, investors, 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, the provisions of this Deed shall prevail.
17. 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.
18. 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]

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

For Invesco Developing Markets Fund through OFI Global China Fund LLC

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For Invesco Emerging Markets Equity Fund, LP

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For Invesco Emerging Markets Equity Trust

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For and on behalf of ALPHA WAVE VENTURES II, LP

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



Name: Scott Carpenter

Title: Authorized Signatory

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

For Baron Emerging Markets Fund



Patrick Patalino (Jan 3, 2022 07:19 EST)

Name: Patrick M. Patalino

Title: General Counsel

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

For Kotak Pre-IPO Opportunities Fund



Name: Dhiraj Rajendran

Title: Authorised Signatories

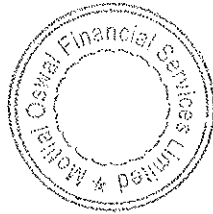


Name: Esha Harkisandas

Title: Authorised Signatory

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

For MOTILAL OSWAL FINANCIAL SERVICES LIMITED



Name: **SHALIBHADRA SHAH**

Title: **GROUP CFO**

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

For NAVIN HARIPRASAD AGARWAL

A handwritten signature in black ink, appearing to read 'Navin', is written over a horizontal line. The signature is stylized and somewhat scribbled.

Name: NAVIN HARIPRASAD AGARWAL

Title: INDIVIDUAL INVESTOR

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

For Ghisallo Master Fund LP

A handwritten signature in black ink, appearing to read 'M Germino', is written over a horizontal line.

Name: Michael Germino

Title: Authorized Signatory

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

For Axis Growth Avenue AIF-I

DEVENDRA
NARAYAN
GHALSASHI

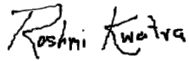
Digitally signed by
DEVENDRA
NARAYAN
GHALSASHI
Date: 2021.12.27
17:42:50 +05'30'

Name: Devendra Ghalsashi

Title: Head Operations

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

For Sixteenth Street Asian GEMS Fund



Name: Rashmi Kwatra

Title: Director

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

For Dovetail Global Fund PCC – Cell 15

A handwritten signature in black ink, appearing to read "Mishakh Doshi", is written over a horizontal line. The signature is somewhat stylized and includes a circled initial.

Name: Mishakh Doshi

Title: Director

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

For Segantii India (Mauritius)



Name: Sweetebye Balloo

Title: Director

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

For INQ Holding LLC


A handwritten signature in blue ink, consisting of a stylized, cursive script that appears to be 'AHMED ALI AL HAMMADI'.

Name: AHMED ALI AL HAMMADI

Title: DIRECTOR

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

For Lathe Investment Pte Ltd

DocuSigned by:

B6C4A1B63510491...

Name: Dominic Soon Keng Yew

Title: Director

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

For MIH India Food Holdings B.V.


Roger Rabalais

Name: Roger Rabalais

Title: Authorised Signatory

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

For **IIFL MONOPOLISTIC MARKET INTERMEDIARIES FUND**



Name: Chetan Naik

Title: Fund Manager

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

For **IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8**

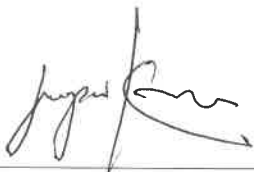


Name: Chetan Naik

Title: Fund Manager

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

For Time Capital Foodtech Advisors LP


A handwritten signature in black ink, appearing to read 'Jungsoo Kim', is written above a horizontal line.

Name: Jungsoo Kim

Title: Director, Inception Capital Management
(GP to Time Capital Foodtech Advisors LP)

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

For Bundl Technologies Private Limited

Mr. Sri 



Name: SRIHARSHA MAJETY

Title: DIRECTOR

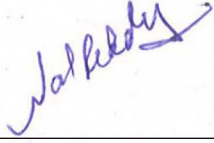
IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Agreement, and all the original copies hereto, on the date first above written.

By Sriharsha Majety

Handwritten signature of Sriharsha Majety in black ink, written in a cursive style.

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

By Lakshmi Nandan Reddy Obul



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

For Accel India IV (Mauritius) Limited

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

Name: Aslam Koomar
Title: Director

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

For Accel Leaders 3 Holdings (Mauritius) Ltd.

A handwritten signature in blue ink, appearing to be 'AK', is written above a horizontal line.

Name: Aslam Koomar
Title: Director

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

For Apoletto Asia Ltd



Name: **Bahendranath Nuckchadee**

Title: Director

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

For Coatue PE Asia XI LLC

DocuSigned by:


675F3E5E38E2428...

Name: Zachary Feingold

Title: Authorized Signatory

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

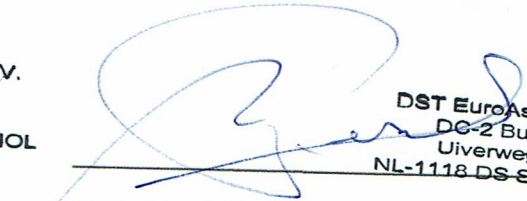
For DST EuroAsia V B.V.



DST EuroAsia V B.V.
DC-2 Building
Uiverweg 2-6
NL-1118 DS SCHIPHOL

Name: M. Sirozhenko

Title: Director A



DST EuroAsia V B.V.
DC-2 Building
Uiverweg 2-6
NL-1118 DS SCHIPHOL

Name: M.A.J. Pessel

Title: Director B

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

For DST Asia VI



Name: **Hema Pydegadu**

Title: Director

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

For Harmony Partners (Mauritius) Ltd

A handwritten signature in black ink, appearing to read 'N. Nawaz', enclosed within a large, loopy oval shape.

Name: Neeraj Nawaz

Title: Director-Client Services

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

For HH BPTL Holdings II Pte. Ltd.

A handwritten signature in blue ink, appearing to read 'Jm', with a period at the end. The signature is written in a cursive style.

Name: Jennifer Neo

Title: Authorized Signatory

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

For Inspired Elite Investments Limited

Shaohui Chen

Name: Shaohui Chen

Title: Director

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

For MACM India Growth Fund

Savi Kumar
Jain




Digitally
signed by Savi
Kumar Jain

Name: Savi Kumar Jain

Title: Partner

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

For Norwest Venture Partners VII-A-Mauritius

 _____

Name: Dilshaad Rajabalee

Title: Director

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

For RB Investments Pte Ltd



Name: Ooi Ai Ling

Title: Authorised Signatory

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

For Elevation Capital V Limited




Name: Jihane Muhamodsaroar

Title: Director

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

For Tencent Cloud Europe B.V.

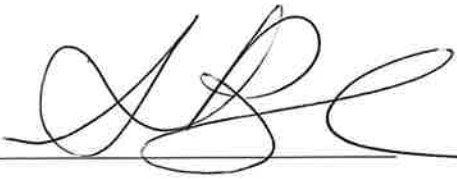
DocuSigned by:

4D778084003E4DB...

Name: Constant Pieter van der Merwe

Title: Director

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

**For and on behalf of Hadley Harbor Master Investors (Cayman) II L.P.
By: Wellington Management Company LLP, as investment adviser**



Name: Lindel Blair

Title: Counsel

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

For [KIP Re-Up Fund]



Name: Mahn-Soon Hwang

Title: CEO

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

For KOOKMIN BANK CO., LTD., in its capacity as the trustee of ARK INDIA FOOD-TECH PRIVATE INVESTMENT TRUST



Name: **Youngjae Kim**
Title: **Manager of Custody Business Dept.**

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

For KOOKMIN BANK CO., LTD., in its capacity as the trustee of ARK INDIA INNOVATION INVESTMENT TRUST



Name: **Youngjae Kim**
Title: **Manager of Custody Business Dept.**

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

AGREED AND ACCEPTED this January, 2022:

SVIC No. 34 NEW TECHNOLOGY BUSINESS INVESTMENT L.L.P.

By: Samsung Venture Investment Corporation, its Partner

29F, Samsung Electronics Building

Seochodaero 74-gil 11

Seocho-gu, Seoul 06620, Korea

Facsimile: 02-2255-0288

By: _____

Print Name:

WONSANG JANG

Title: CFO

C.F.O.

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

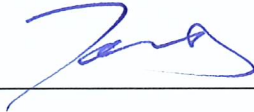
AGREED AND ACCEPTED this January, 2022:

SVIC No. 38 NEW TECHNOLOGY BUSINESS INVESTMENT L.L.P.

By: Samsung Venture Investment Corporation, its Partner

29F, Samsung Electronics Building
Seochodaero 74-gil 11
Seocho-gu, Seoul 06620, Korea
Facsimile: 02-2255-0288

By: _____



Print Name:

WONSANG JANG

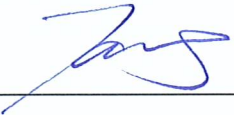
Title: CFO

C.F.O.

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

AGREED AND ACCEPTED this January, 2022:
SVIC No. 45 NEW TECHNOLOGY BUSINESS INVESTMENT L.L.P.
By: Samsung Venture Investment Corporation, its Partner

29F, Samsung Electronics Building
Seochodaero 74-gil 11
Seocho-gu, Seoul 06620, Korea
Facsimile: 02-2255-0288

By:  _____

Print Name: **WONSANG JANG**
Title: CFO **C.F.O.**

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

For and on behalf of ALPHA WAVE VENTURES LP

**By: FALCON SPECIAL OPPORTUNITIES GENERAL
PARTNER, LP, its general partner,**



Name: Scott Carpenter

Title: Authorized Signatory

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

For Amansa Investments Ltd

A handwritten signature in blue ink, appearing to be 'S. Lallah', written over a horizontal line.

Name: Me. Subhas Lallah

Title: Director

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

For TIMF Holdings



Name: Tom Glaser

Title: Authorised Signatory

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

For Think India Opportunities Master Fund LP



Name: Tom Glaser

Title: Authorised Signatory

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

For CGH AMSIA Sàrl

A handwritten signature in black ink, appearing to read 'Cyril de Girardier', is written above a horizontal line.

Name: Cyril de Girardier

Title: Manager

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

For Goldman Sachs Asia Strategic Pte. Ltd.



Name: Tan Ching Chek

Title: Director

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

For West Street Global Growth Partners (Singapore) Pte. Ltd.



Name: Tan Ching Chek

Title: Director

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

For West Street Global Growth Partners Emp (Singapore) Pte. Ltd.




Name: Tan Ching Chek

Title: Director

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

For SVF II Songbird (DE) LLC

DocuSigned by:

BFD5703B441B483...

Name: Ian McLean

Title: Director

SCHEDULE I**Details of Acceding Parties**

Sr. No.	Name of the Investor	Particulars
1	(i) Invesco Developing Markets Fund through OFI Global China Fund LLC (“ Invesco DMF ”) (ii) Invesco Emerging Markets Equity Trust (“ Invesco EMET ”) (iii) Invesco Emerging Markets Equity Fund, LP (“ Invesco EMEF ”) (i), (ii) and (iii) above collectively referred to as “ Invesco Entities ”	Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com Address: 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com
2	Alpha Wave Ventures II, LP (“ AWV II ”)	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 <u>With copies (which will not constitute notice and shall necessarily include copies by email) to:</u> Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email: notices.awvii@alphawave.com
3	Baron Emerging Markets Fund having its registered address at 767 Fifth Avenue, 49th Floor, New York, NY 10153 (“ Baron ”)	Address: 767 Fifth Avenue, 49 th Floor, New York, NY 10153 Email: ppatalino@baronfunds.com; ktreglia@baronfunds.com Attention: Legal Department
4	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	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

	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 ”)	
5	(i) Motilal Oswal Financial Services Ltd having its registered address at Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai 400025	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
	(ii) 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	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
	(i) and (ii) above collectively referred to as “ MO Investors ”	
6	Ghisallo Master Fund LP having its registered address at 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands KY1-9008 (“ Ghisallo ”)	Address: 55 Arch Street, Greenwich, CT 06830 USA Email: legalnotice@ghisallo.com Attention: Legal & Compliance
7	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 “Axis House”, 1st Floor, C-2, Wadia	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

	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 (“ Axis ”)	
8	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 ”)	Address: 150 Cecil Street #15-02 Singapore 069543 Email: rashmi@sixteenthstreetcapital.com; legal@sixteenthstreetcapital.com Attention: Rashmi Kwatra
9	Dovetail Global Fund PCC -Cell 15 having its registered address at 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius (“ Smile ”)	Address: 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius Email: trades@dovetail.mu Attention: Mr Anuj Shah
10	Segantii India (Mauritius) having its registered address at 355 Nex, 3rd floor Rue Du Savoir Cybercity, Ebene 72201 Mauritius (“ Segantii ”)	Address: 21st Floor, 100 QRC, 100 Queen’s Road Central, Hong Kong Email: Compliance@segantii.com Attention: Compliance
11	INQ Holding LLC, a limited liability company duly organised and existing under the laws of the State of Qatar pursuant to the regulations of the Qatar Financial Centre, with its registered office at Ooredoo Tower (Building 14), Al Dafna Street (Street 801), Al Dafna (Zone 61), Doha, State of Qatar (“ QIA ”)	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
12	Lathe Investment Pte. Ltd., having its offices at 168 Robinson Road #37-01 Capital Tower Singapore 068912 (“ Lathe ”)	Address: 168 Robinson Road #37-01 Capital Tower Singapore 068912 Email: grpTIGInfo@gic.com.sg; and GrpGICPEI_AsiaMidOffice@gic.com.sg Attention: Gaurav Jain and Rajat Mangla
13	MIH India Food Holdings B.V., a company having its registered office at Symphony Offices, Gustav Mahlerplein 5, 1082 MS	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais

	<p>Amsterdam, The Netherlands</p> <p>("Naspers")</p>	<p>Email: roger.rabalais@prosus.com</p> <p>Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com</p>
14	<p>(i) IIFL Special Opportunities Fund – Series 8, a scheme of IIFL Private Equity Fund, registered with SEBI as a Category II Alternative Investment Fund, having its registered address located at 6th Floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 ("IIFL SOF8")</p> <p>(ii) IIFL Monopolistic Market Intermediaries Fund, a scheme of IIFL Private Equity Fund, registered with SEBI as a Category II Alternative Investment Fund, having its registered address located at 6th Floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 ("IIFL MMIF")</p> <p>(i) and (ii) above collectively</p>	<p>Address: 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013.</p> <p>Tel: + 91 2248765113</p> <p>Fax: 022-46464706</p> <p>Attn: Mr. Chetan Naik and Mr. Prashanth MS</p> <p>E-mail: chetan.naik@iiflw.com; prashanth.ms@iiflw.com</p>

	referred to as “ IIFL Entities ”	
15	<p>Time Capital Foodtech Advisors LP having its registered office at c/o 2nd Floor, Regatta Office Park, Leeward 2, West Bay Road, P.O. Box 10655 Grand Cayman KY1-1006</p> <p>(“Ark Impact”)</p>	<p>Address: Ark Impact Asset Management Inc., 17F FKI Tower, 24 Yeoui-daero, Yeongdeungpo-gu Seoul 07320, Korea.</p> <p>Attn: Jungsoo Kim</p> <p>E-mail: alan.kim@arkimpact.co.kr</p>

SCHEDULE IA

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

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

SCHEDULE IB**Investors**

Name	Particulars
Accel Leaders	Name: Accel Leaders 3 Holdings (Mauritius) Ltd. Address: 5 th 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
Apoletto Asia Ltd	Name: Apoletto Asia Ltd Address: Tulloch & Co., 4 Hill Street, London W1J 5NE United Kingdom Email: atulloch@atulloch.com; bhancock@dstgservices.com Phone: +44 20 73181180
Coatue	Name: Coatue PE Asia XI LLC Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57 th Street, 25 th Floor New York, NY 10019 USA Email: zfeingold@coatue.com Phone: +1-212-715-5160 Attention: Zachary Feingold With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons: Attn: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
DST Euroasia V B.V.	Name: DST Euroasia V B.V. Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands Email: paul@diorite.nl Attention: Paul Wilbrink With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attn: Breck Hancock Address: Tulloch & Co 4 Hill St. London W1J 5NE Email: bhancock@dstgservices.com and legal@dstgservices.com Attn: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
DST Asia VI	Name: DST Asia VI Address: IFS Court, Bank Street, TwentyEight Cybercity, Ebene 72201, Republic of Mauritius Email: DST@sannegroup.com With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attn: Breck Hancock

	<p>Address: Tulloch & Co 4 Hill St. London W1J 5NE Email: bhancock@dstgservices.com and legal@dstgservices.com</p> <p>Attn: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com and akrishnan@goodwinlaw.com</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>
HH BTPL	<p>Name: HH BTPL Holdings II Pte. Ltd. Address: 10 Changi Business Park, Central 2, #5-01 Hansapoint, Singapore 486030 Attn: Jennifer Neo</p> <p>with copies (which shall not constitute notice and necessarily including copies by email) to each of the following:</p> <p>Suite 2202, 22nd Floor Two International Finance Centre 8 Finance Street, Central Hong Kong Attn: David Rhee and Legal Email: drhee@hillhousecap.com and legal@hillhousecap.com</p> <p>Goodwin Procter (Hong Kong) LLP, Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong</p> <p>Attn: Yash Rana and Abhishek Krishnan Email: YRana@goodwinlaw.com and AKrishnan@goodwinlaw.com</p>
Meituan	<p>Name: Inspired Elite Investments Limited Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Attention to: Zhu Wenqian Email: zhuwenqian@meituan.com Phone: +86 15901650624</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 – David Kang Email: david.kang@miraeassetcm.com Address: Mirae Asset Capital Markets (India) Pvt. Ltd., Unit No. 506, 5th Floor, Windsor Bldg, Off CST Road, Kalina, Santacruz (E), Mumbai – 400 098 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: IFS Court, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Mauritius Email: william.keemew@sannegroup.mu 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: Sanne House, Bank Street, TwentyEight Cybercity, Ebene, 72201, Republic of Mauritius +230 467 3000. Email: elevationcapital.operations@sannegroup.com. Attention: Directors</p>
Tencent	<p>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</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 With a copy (which shall not constitute notice) to: Cooley LLP 500 Boylston Street, 14th Floor Boston, MA 02116 Attn: Joshua D. Rottner</p>

	Email: jrottner@cooley.com
KIP	Name: KIP Re-Up Fund Address: 10F Asem Tower, 517 Yeongdong-daero, Gangnam-gu, Seoul 06164, Korea C/o Korea Investment Partners Co., Ltd. Attention – Doe-Young Choo Email: dychoo@kipvc.com
Ark 1	Name: Ark India Food-Tech Private Investment Trust Address: ARK IMPACT ASSET MANAGEMENT INC. (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 Attention – Alan Jungsoo Kim Email: alan.kim@arkimpact.co.kr Copy to: Address: KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07331 Attention – Yoo Jin Choi Email: aco.kbg@kbf.com
Ark 2	Name: Ark India Innovation Capital Private Investment Trust Address: ARK IMPACT ASSET MANAGEMENT INC. (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 Attention – Alan Jungsoo Kim Email: alan.kim@arkimpact.co.kr Copy to: Address: KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07331 Attention – Yoo Jin Choi Email: aco.kbg@kbf.com
SVIC 38	Name: SVIC No. 38 New Technology Business Investment L.L.P. Address: (06620) 29th Fl., Samsung Electronics Bldg., 11, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea Attention: Helena Lee Email: hj202.lee@samsung.com Phone: +82-2-2255-0219 Fax: +82-2-2255-0288
SVIC 45	Name: SVIC No. 45 New Technology Business Investment L.L.P. Address: (06620) 29th Fl., Samsung Electronics Bldg., 11, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea Attention: Helena Lee Email: hj202.lee@samsung.com Phone: +82-2-2255-0219 Fax: +82-2-2255-0288
SVIC 34	Name: SVIC No. 34 New Technology Business Investment L.L.P. Address: (06620) 29th Fl., Samsung Electronics Bldg., 11, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea Attention: Helena Lee Email: hj202.lee@samsung.com Phone: +82-2-2255-0219

	Fax: +82-2-2255-0288
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, Uglan 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) 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>
Amansa	<p>Name: Amansa Investments Ltd. Address: 4th Floor, Tower A, 1 Cybercity, Ebene, Mauritius Email: operations@amansacapital.com Phone: +230 404 2600 Attention: Mr. Fawaaz Hisaund</p> <p>Copy To: Attention: Mr. Sameer Chawla Address: Amansa Capital, 250 North Bridge Road #12-03, Raffles City Tower Singapore 179101 Email: sameer@amansacapital.com Phone: +6563278120</p>
Lathe	<p>Name: Lathe Investment Pte. Ltd. Address: 168 Robinson Road #37-01 Capital Tower Singapore 068912 Email: grpTIGInfo@gic.com.sg; and GrpGICPEL_AsiaMidOffice@gic.com.sg Attention: Gaurav Jain and Rajat Mangla</p>
TIMF Holdings	<p>Name: TIMF Holdings Address: One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States</p>

	<p>Attention: Tom Glaser Fax: +1 415 675 3279 E-mail: operations@thinkinvestmentslp.com</p>
Think India	<p>Name: Think India Opportunities Master Fund LP Address: One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States Attention: Tom Glaser Fax: +1 415 675 3279 E-mail: operations@thinkinvestmentslp.com</p>
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<p>(i) GS</p> <p>(ii) West Street Global Growth Partners (Singapore) Pte. Ltd.</p> <p>(iii) West Street Global Growth Partners Emp (Singapore) Pte. Ltd.</p>	<p>Name: Goldman Sachs Asia Strategic Pte. Ltd. Address: 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852 Email: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg / chua/chialey@bslcs.com.sg Fax: +65 6235 3178 Attention: Directors</p> <p>Copy to: Wilson Wu Email: Wilson.wu@gs.com Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727</p>
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SCHEDULE II**Investor Securities and Subscription Amounts**

Acceding Party		Investor Securities (number of Series K CCPS)	Subscription Amount (INR)
Invesco Entities	Invesco Developing Markets Fund	28,844	14,203,650,920
	Invesco Emerging Markets Equity Trust	1,325	652,469,750
	Invesco Emerging Markets Equity Fund, LP	704	346,670,720
AWV II		19,296	9,501,929,280
Baron		11,578	5,701,354,540
Kotak		4,061	1,999,758,230
MO Investors	Navin Aggarwal	1,016	50,03,08,880
	Motilal Oswal Financial Services Ltd	2,030	999,632,900
Ghisallo		3,087	1,520,131,410
Axis		3,087	1,520,131,410
Sixteenth Street		3,087	1,520,131,410
Smile		2,011	990,276,730
Segantii		2,316	1,140,467,880
QIA		3,067	1,510,282,810
Lathe		1,054	519,021,220
Naspers		3,859	1,900,287,370
IIFL Entities	IIFL Special Opportunities Fund – Series 8	3,045	1,499,449,350
	IIFL MMIF	2,031	1,000,125,330
Ark Impact		803	395,421,290

SCHEDULE III

<Attached separately>

SCHEDULE IV

Part A | Schedule of Amendments – Capital Restructuring

1. For the purpose of this Part A of Schedule IV, the following terms shall have the meanings set out below. The below definitions shall also be included in Schedule 3 (*Definitions*) of the Shareholders Agreement.

“**Bonus CCPS**” means collective reference to 1,400 compulsorily convertible preference shares of the Company with the face value of Rs. 1,000 each by way of a bonus issuance to every holder of equity shares of the Company, for each equity share, carrying the terms set out in this Agreement.

“**Bonus Allotment Date**” means the date on which the Bonus CCPS are allotted to the holders of equity shares of the Company.

2. The Parties agree that Clause 6.11.5 (d) (*Additional consents*), Clause 17.8.2 (*Amendments and Waivers*) and Paragraph (h) (*Preference Shares*) of Schedule 4 (Rules of Interpretation) of the Shareholders’ Agreement shall apply *mutatis mutandis* to Bonus CCPS and reference to other classes of preference shares in the Company in the above-named clauses shall be deemed to also include a reference to Bonus CCPS, it being clarified that for the purposes of Clause 6.11.5 (d) (*Additional consents*) and Clause 17.8.2 (*Amendments and Waivers*), the Bonus CCPS is included as a class whose amendment, redemption, repurchase etc. is subject to the consent of the other classes of preference shares in the manner specified in the said clauses and not as a class whose consent is required for the amendment, redemption, repurchase etc. of the other classes of preference shares specified in the said clauses.
3. The Parties agree that reference to the term ‘preference Shares of the Company’ used in each of Clause 6.8.2 (*Quorum*), 6.13.3 (*Shareholders’ Meetings*), Clause 17.8.3 (*Amendments and Waivers*), Clauses 17.8.4 (b) and (c) (*Amendments and Waivers*) and the definition of “**Majority Investors**” in Schedule 3 (*Definitions*) of the Shareholders’ Agreement shall each be deemed to be references to ‘preference Shares of the Company other than the Bonus CCPS’. Reference to the term ‘Preferred Securities’ used in Clause 6.11.2 shall be deemed to be a reference to ‘Preferred Securities other than Bonus CCPS’.
4. In Clause 8.1.4, the reference to “4,070 (*Four thousand and seventy*) Shares” shall be replaced with “57,02,070 (*Fifty Seven Lakh Two Thousand and Seventy*) Shares” with effect from the Bonus Allotment Date.
5. Paragraphs (n) to (w) of Clause 13.1.1 (*Liquidation Preference*) shall be renumbered to (o) to (x) and shall each stand revised and substituted per the following construct:

“the holder of each Series [x] Subscription Equity Share, each outstanding Bonus CCPS issued against such Series [x] Subscription Equity Share, and each equity share issued upon conversion of any Bonus CCPS issued against such Series [x] Subscription Equity Share, receives an amount equivalent to the Preference Amount – Series [x] Equity divided by the aggregate of the relevant Series [x] Subscription Equity Share, all outstanding Bonus CCPS issued against such Series [x] Subscription Equity Share (i.e. that have not been converted into equity shares), and any equity shares issued upon conversion of all Bonus CCPS issued against such Series [x] Subscription Equity Share;”

Where “x” will mean “A” for paragraph (o), “B” for paragraph (p), “C” for paragraph (q), “D” for paragraph (r), “E” for paragraph (s), “F” for paragraph (t), “G” for paragraph (u), “H” for paragraph (v), “I” for paragraph (w), “J-2” for paragraph (x).

6. In Clauses 10.2.4 (*Strategic Sale*) and 15.1 (*Accelerated Exit*) of the Shareholders’ Agreement, the references to each of the phrases “Preference Amount – Series A Equity on the Series A Subscription Equity Shares”, “Preference Amount – Series B Equity on the Series B Subscription Equity Shares”, “Preference Amount – Series C Equity on the Series C Subscription Equity Shares”, “Preference Amount – Series D Equity on the Series D Subscription Equity Shares”, “Preference Amount – Series E Equity on the Series E Subscription Equity Shares”, “Preference Amount – Series F Equity on the Series F Subscription Equity Shares”, “Preference Amount – Series G Equity on the Series G Subscription Equity Shares”, “Preference Amount – Series H Equity on the Series H Subscription Equity Shares”, “Preference Amount – Series I Equity on the Series I Subscription Equity Shares” and “Preference Amount – Series J2 Equity on the Series J-2. Subscription Equity Shares” shall each stand substituted per the following construct:

“an amount equivalent to the Preference Amount – Series [x] Equity divided by the aggregate of the relevant Series [x] Subscription Equity Share, all outstanding Bonus CCPS issued against such Series [x] Subscription Equity Share (i.e. that have not been converted into equity shares) and any equity shares issued upon conversion of all Bonus CCPS issued against such Series [x] Subscription Equity Share, in respect of each Series [x] Subscription Equity Share, each outstanding Bonus CCPs issued against such Series [x] Subscription Equity Share and each equity share issued upon conversion of any Bonus CCPS issued against such Series [x] Subscription Equity Share”

Where “x” will mean (i) “A” when such language substitutes the phrase: “Preference Amount – Series A Equity on the Series A Subscription Equity Shares”, (ii) “B” when such language substitutes the phrase: “Preference Amount – Series B Equity on the Series B Subscription Equity Shares”, and (iii) “C”, “D”, “E”, “F”, “G”, “H”, “I” and “J-2” respectively, when such language substitutes the phrases pertaining to 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 respectively.

7. The Parties agree that Clause 16.1 of the Shareholders Agreement shall stand substituted with the following:

*“Notwithstanding anything contained in this Agreement, but subject to the satisfaction of the conditions agreed between Founder 1 and the Majority Investors in respect of the matters contemplated in this Clause 16 (“**Additional Share Agreement**”), on and with effect from the Bonus Allotment Date, Founder 1 shall have the right, but not an obligation, to subscribe to up to 80,87,973 (Eighty lakh eighty seven thousand nine hundred and seventy three) Equity Shares (without any further adjustment as a consequence of the issuance of the Bonus CCPS) (“**Additional Shares**”) at any time after 11 January 2019, at INR 1 (Rupee One) per Equity Share. Provided that Founder 1’s subscription, allotment and issuance of the Additional Shares in a manner provided herein shall be subject to terms and conditions set forth in the Additional Share Agreement.”*

8. On and with effect from the Bonus Allotment Date, the employee stock option pool of the Company shall stand revised to 10,46,23,878 (Ten crore forty six lakh twenty three thousand eight hundred seventy eight) Equity Shares under the Company's "ESOP 2015" plan and 4,25,48,370 (Four crore twenty five lakh forty eight thousand three hundred seventy) Equity Shares under the Company's "ESOP 2021" plan, constituting the entirety of the adjustments to the existing employee stock option pool of the Company for the issuance of the Bonus CCPS. Clause 5.1 of the Shareholders Agreement shall accordingly stand modified with effect from the Bonus Allotment Date. In addition to the above, the following provision shall be incorporated in the Shareholders' Agreement as Clause 5.4 of the Shareholders' Agreement:

"The number of shares approved for constituting the employee stock option pool of the Company shall be subject to adjustment upon any form of restructuring of the share capital of the Company including but not limited to (i) consolidation or sub-division or splitting up of Shares; or (ii) reclassification of shares or variation of rights of any of the Shares; or (iii) issuance of bonus shares."

9. The Parties agree that the definition of "**Preferred Securities**" in Schedule 3 (*Definitions*) of the Shareholders Agreement shall be henceforth deemed to also include 'Bonus CCPS that have been issued to and held by Investors'.
10. The Parties agree that in respect of each of the definitions of "**Preference Amount – Series A Equity**", "**Preference Amount – Series B Equity**", "**Preference Amount – Series C Equity**", "**Preference Amount – Series D Equity**", "**Preference Amount – Series E Equity**", "**Preference Amount – Series F Equity**", "**Preference Amount – Series G Equity**", "**Preference Amount – Series H Equity**", "**Preference Amount – Series I Equity**", "**Preference Amount – Series J2 Equity**" in Schedule 3 (*Definitions*) of the Shareholders' Agreement, the following amendments shall apply:
- (a) Reference under sub-clause (a) of each such definition to 'unpaid dividends on such series of Equity Shares' shall be deemed to be a reference to 'unpaid dividends on such series of Equity Shares and the Bonus CCPS issued in respect of such series of Equity Shares, and any Equity Shares issued upon conversion of such Bonus CCPS'.
- (b) Reference under sub-clause (b) of each such definition to 'pro rata entitlement of such series of Equity Shares' shall be deemed to be a reference to 'pro rata entitlement of such series of Equity Shares and the Bonus CCPS issued in respect of such series of Equity Shares, and any Equity Shares issued upon conversion of such Bonus CCPS'.
11. The Parties agree that the definition of "**Additional Shares**" in Schedule 3 (*Definitions*) of the Shareholders' Agreement shall be deleted.
12. The Parties agree that reference to 'outstanding preference shares of the Company' under sub-clause (a) of paragraph 1 of **Part B** of **SCHEDULE 5** (*Reserved Matters*) of the Shareholders' Agreement shall be deemed to be a reference to 'outstanding preference shares of the Company excluding Bonus CCPS'.
13. The Parties agree that reference to 'the holders of preference shares' under paragraph 5 of **Part C** of **SCHEDULE 5** (*Reserved Matters*) of the Shareholders' Agreement shall be replaced with 'the holders of preference shares, other than holders of Bonus CCPS that are not Investors'.

14. A sub-clause numbered 12.14 shall be added to Clause 12 (*Terms of Issuance of Preference Shares*) and **PART N** shall be added to **SCHEDULE 7**, respectively, as follows:

“12.14. Bonus CCPS are issued on such terms as set out in Part N of **SCHEDULE 7** of this Agreement.”

“SCHEDULE 7 Part N: Terms of Bonus CCPS

The Bonus CCPS are issued with the following characteristics, including certain rights vested in the holders of such Bonus CCPS which are in addition to, and without prejudice to, the other rights of the holders of such Bonus CCPS (in their capacity as Investors and/or Founders, as the case may be) set out in the Transaction Documents.

1. **Dividends.** *The Bonus 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 per cent.) per annum, the holders of the Bonus 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 (other than Bonus CCPS) in priority to other classes of Shares, including the Bonus CCPS.*
2. **Conversion.**
 - (a) *The Bonus CCPS shall be compulsorily convertible, in whole or part, without any further action of the holders thereof, into Equity Shares within the timelines set out in this paragraph 3 of this Part N of **SCHEDULE 7**, subject to the adjustments provided in paragraphs 4 and 5 of this Part N of **SCHEDULE 7** and other terms and conditions of this Agreement at the applicable Bonus CCPS 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 Bonus CCPS to a holder of Bonus CCPS shall be that number that results from dividing (i) the product of INR 1,000 and the Bonus CCPS held by the relevant holder, by (ii) the total prevailing Bonus CCPS Conversion Price of the aforementioned Bonus CCPS, **provided that** no fractional Shares shall be issued upon conversion of Bonus CCPS, and the number of Equity Shares to be issued shall be rounded up to the nearest whole number.*
 - (b) *In the case of Class A Bonus CCPS Holders, the Company shall issue Equity Shares in respect of the Bonus CCPS no later than 30 (thirty) days from the date of allotment of their respective Bonus CCPS without any further action on the part of the holders. The record date of conversion of the Bonus CCPS of a Class A CCPS Holder shall be deemed to be the date on which it is issued Equity Shares by the Company.*
 - (c) *In case of Class B Bonus CCPS Holder, the Company shall convert their Bonus CCPS into Equity Shares at the: (i) Milestone Achievement Bonus Ratio immediately upon the achievement of the Milestone; or (ii) Milestone Non-Achievement Bonus Ratio no later than 5 July 2022 if the Milestone has not been achieved on or before 30 June 2022, in each case without any further action on the part of the holders. The record date of conversion of the Bonus CCPS held by the Class B CCPS Holder shall be deemed to be the date on which he is issued Equity Shares by the Company.*

(d) *The timing for the conversion of the Bonus CCPS as set out in limbs (b) and (c) of this paragraph 2 shall stand varied in accordance with any variation of such terms by the holders of the Bonus CCPS in accordance with Applicable Law and this Agreement.*

3. ***Conversion Price and Conversion Ratio.*** *Each Bonus CCPS shall be convertible into Equity Shares corresponding to either of the following ratios (“**Bonus CCPS Conversion Ratio**”): (a) 1 (one) Equity Share (“**Standard Bonus Conversion Ratio**”) in case of a Class A Bonus CCPS Holder; or either of (b) 1.6 (one point six) Equity Shares (“**Milestone Achievement Bonus Conversion Ratio**”) or (c) 0.8 (zero point eight) Equity Shares (“**Milestone Non-Achievement Bonus Conversion Ratio**”) in case of a Class B Bonus CCPS Holder based on the achievement of the Milestone per paragraph 2(c) above. The price at which each Equity Share shall be issued upon conversion of a Bonus CCPS shall initially be an amount which is INR 1,000 for a Class A Bonus CCPS Holder and Class B Bonus CCPS Holder, provided that such price for a Class B Bonus CCPS Holder will stand revised to (a) INR 625 upon achievement of the Milestone on or before 30 June 2022 or (b) INR 1250 if the Milestone has not been achieved on or before 30 June 2022 (the “**Bonus CCPS Conversion Price**”). The Bonus CCPS Conversion Price shall be subject to the adjustments provided in paragraph 4 and paragraph 5 of this **Part N of SCHEDULE 7**. The adjusted Bonus CCPS Conversion Price shall be construed as the relevant Bonus CCPS Conversion Price for the purposes of this Agreement and accordingly the Bonus CCPS Conversion Ratio shall stand adjusted.*

4. ***Adjustments***

(a) *If, whilst any Bonus 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 Bonus 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 Bonus CCPS shall be proportionately decreased in the case of a consolidation (reverse stock split).*

(b) *If, whilst any Bonus 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 Bonus 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 Bonus 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 Bonus 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 Bonus CCPS immediately prior to the record date of such re-classification or conversion.*

- (d) *The holders of Bonus CCPS shall be entitled to the cumulative benefit of all adjustments referred to herein.*
5. **Liquidation Preference.** *The holders of Bonus CCPS shall have such liquidation preference rights as are set out in Clause 13 of this Agreement.*
6. **Senior Rights.** *Bonus CCPS shall rank subordinate 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 I-3 CCPS, Series J-2 CCPS and Series K CCPS and rank pari-passu, subject to Applicable Law, to all other instruments that are outstanding and/or which may be issued by the Company from time to time in all respects including but not limited to voting rights, dividends and liquidation. The Investors who hold Bonus CCPS shall be entitled to all superior rights or other rights that may be given to any other Investors, if any, in the future.*
7. **Registration Rights.** *The provisions of paragraph 10 (Registration Rights) of **Part A of SCHEDULE 7** (Terms of Series A CCPS) shall apply mutatis mutandis to the Bonus CCPS and be incorporated herein by reference.*
8. **Meeting and voting rights.** *The holders of Bonus 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, assuming (i) in case of a Class A Bonus CCPS Holder that each Bonus CCPS shall convert at the Standard Bonus Conversion Ratio in which case a Class A Bonus CCPS Holder shall be entitled to the same number of votes for each Bonus CCPS as a holder of 1 (one) Equity Share, and (ii) in case of Class B Bonus CCPS Holder, (a) at the Milestone Achievement Bonus Ratio subject to, and upon, achievement of the Milestone on or before 30 June 2022 in which case a Class B Bonus CCPS Holder shall be entitled to the same number of votes for every 10 (ten) Bonus CCPS held by it as a holder of 16 (sixteen) Equity Shares, (b) at the Milestone Non-Achievement Bonus Ratio on and with effect from 1 July 2022 if the Milestone is not achieved on or before 30 June 2022 in which case a Class B Bonus CCPS Holder shall be entitled to the same number of votes for every 10 (ten) Bonus CCPS held by it as a holder of 8 (eight) Equity Shares, and (c) at the Standard Bonus Conversion Ratio until the satisfaction of the conditions set out in either (a) or (b) in which case a Class B Bonus CCPS Holder shall be entitled to the same number of votes for each Bonus CCPS held by it as a holder of 1 (one) Equity Share. In the event of any adjustment in conversion ratio, the number of votes associated with each Bonus CCPS will change accordingly. Without prejudice to the generality of the foregoing, the holders of Bonus 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 Bonus CCPS as set forth in this **Part N of SCHEDULE 7**.*

*For the purpose of this **Part N of SCHEDULE 7**:*

"Class A Bonus CCPS Holders" means all holders of Bonus CCPS who have elected to convert their Bonus CCPS at the Standard Bonus Conversion Ratio, i.e. all holders of Bonus CCPS other than Founder 1, and any transferees thereof;

“Class B Bonus CCPS Holders” means all holders of Bonus CCPS who have elected to convert their Bonus CCPS at the Milestone Achievement Bonus Conversion Ratio or Milestone Non- Achievement Bonus Conversion Ratio, as the case may be, based on achievement of the Milestone by the Company, i.e. Founder 1, and any transferees thereof; and

“Milestone” shall mean receipt by the Company of an equity investment of at least USD 400,000,000 at a pre-money valuation of at least USD 10,000,000,000 on or before June 30, 2022.”

15. The first sentence of paragraph 4 of each of Parts A to M of Schedule 7 of the Shareholders Agreement shall stand revised and substituted per the following construct:

“As of the Bonus Allotment Date, each Series [x] CCPS shall be convertible into 1,401 (one thousand four hundred and one) Equity Shares (“Series [x] Conversion Ratio”) and the price at which each Equity Share shall be issued upon conversion of a Series [x] CCPS shall initially be [y] (the “Series [x] Conversion Price”).”

Where:

“x” will mean (a) “A” for Part A of Schedule 7, (b) “B” for Part B of Schedule 7, (c) “C” for Part C of Schedule 7, (d) “D” for Part D of Schedule 7, (e) “E” for Part E of Schedule 7, (f) “F” for Part F of Schedule 7, (g) “G” for Part G of Schedule 7, (h) “H” for Part H of Schedule 7, (i) “I” for Part I of Schedule 7, (j) “I-2” for Part J of Schedule 7, (k) “J” for Part K of Schedule 7, (l) “I-3” for Part L of Schedule 7, (m) “J-2” for Part M of Schedule 7.

“y” will mean (a) “INR 1.352” for Part A of Schedule 7, (b) “INR 8.596” for Part B of Schedule 7, (c) “INR 17.729” for Part C of Schedule 7, (d) “INR 23.969” for Part D of Schedule 7, (e) “INR 36.047” for Part E of Schedule 7, (f) “INR 56.983” for Part F of Schedule 7, (g) “INR 85.122” for Part G of Schedule 7, (h) “INR 165.115” for Part H of Schedule 7, (i) “INR 168.544” for Part I of Schedule 7, (j) “INR 171.502” for Part J of Schedule 7, (k) “INR 188.653” for Part K of Schedule 7, (l) “INR 178.749” for Part L of Schedule 7, (m) “INR equivalent of USD 2.602” for Part M of Schedule 7.

16. The second sentence of paragraph 11 (*Meeting and voting rights*) of each of Parts A to M of Schedule 7 of the Shareholders Agreement shall stand revised and substituted per the following construct:

“Accordingly, as of the Bonus Allotment Date, but subject to adjustments as set forth herein, the holders of Series [x] CCPS shall be entitled to the same number of votes for each Series [x] CCPS as a holder of 1401 (one thousand four hundred and one) Equity Shares, provided however that in the event of any adjustment in conversion ratio, the number of votes associated with each Series [x] CCPS will change accordingly.”

Where:

“x” will mean (a) “A” for Part A of Schedule 7, (b) “B” for Part B of Schedule 7, (c) “C” for Part C of Schedule 7, (d) “D” for Part D of Schedule 7, (e) “E” for Part E of Schedule 7, (f) “F” for Part F of Schedule 7, (g) “G” for Part G of Schedule 7, (h) “H” for Part H of Schedule 7, (i) “I”

for Part I of Schedule 7, (j) “I-2” for Part J of Schedule 7, (k) “J” for Part K of Schedule 7, (l) “I-3” for Part L of Schedule 7, (m) “J-2” for Part M of Schedule 7.

Part B | Schedule of Amendments – Series K

Interpretation:

For the purpose of this Part B of Schedule IV:

- (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 amendments set out in this Part B of Schedule IV are to be aggregated with the amendments set out in Part A of Schedule IV. The language of the relevant provisions in the pre-amended Shareholders Agreement as reflected in this Part B of Schedule IV refer to such provisions as existing prior to the date of execution of this Deed and the Parties acknowledge that the same shall not substitute for, negate or read down any amendments introduced through Part A of Schedule IV. In case of any conflict between an amendment introduced through Part A and Part B of Schedule IV, the relevant provision shall be interpreted harmoniously to give effect to the amendments introduced through both Part A and Part B of this Schedule IV.

1. 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 Series K CCPS 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."

2. 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 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, and the Preference Amount – Series J-2 Equity on the Series J-2 Subscription Equity Shares.

3. The existing sub-clauses (n), (o) and (p) of Clause 10.3.6 (*General IPO Terms*) shall be renumbered to (o), (p) and (q) respectively and shall stand amended as follows:

“(o) 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 Series K CCPS (as the case may be) immediately prior to the conversion;

(p)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 and/or Series K CCPS that were so attached immediately prior to the conversion referred to above; and

(q) 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 and the Series K CCPS into Equity Shares.”

4. A sub-clause numbered (n) 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 K 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 K CCPS immediately prior to the conversion referred to above.”

5. A sub-clause numbered 12.15 shall be added to Clause 12 (*Terms of Issuance of Preference Shares*) as follows:

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

6. Sub-clauses (n) to (w) of Clause 13.1.1 (Liquidation Preference) shall be renumbered (o) to (x). A sub-clause numbered (n) shall be added to Clause 13.1.1 (Liquidation Preference) as follows:

“(n) the holder of each Series K CCPS receives the Preference Amount – Series K for each Series K CCPS held by such holder;”

7. 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 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, and the Preference Amount – Series J-2 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.

8. Sub-clause 13.16 of Clause 13 (*Liquidation Preference*) shall be renumbered to 13.17. A new sub-clause numbered 13.16 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 K CCPS to facilitate realization of the Preference Amount – Series K shall be made at the option of the holder of Series K CCPS by (a) an adjustment of the conversion price of the Series K CCPS; (b) issue of additional Shares to the holders of Series K CCPS at the lowest permissible price; (c) Transfer of Shares held by the Founders to the holders of Series K CCPS at lowest price permissible under Applicable Law; (d) payment of due consideration to the holders of Series K 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 K CCPS realize the Preference Amount – Series K.”

9. The first paragraph of Clause 14.3.4(e) shall stand amended as follows:

“Each Investor shall Notify the Company within 60 (sixty) days of its becoming an investor or shareholder or the holder of any securities (in any form or manner) of a Competitor, entering into a joint venture with a Competitor, or providing any form of financial assistance to a Competitor, or acquiring any Secondary Exempt Holdings, or acquiring any Tertiary Exempt Holdings (for the avoidance of doubt such notification shall not require any further detail (including as to the identity of the Competitor) than the occurrence of the aforementioned), provided that the obligation to notify set out in the preceding sentence shall not apply to: (i) bona fide investments made into portfolio companies that have received financial investments from Alibaba Group Holding

Limited or Zhejiang Ant Microfinance Service Group Co. Ltd. or their respective Affiliates (other than in relation to PCI); and/or (ii) any investments set out in paragraphs (b), (c), (d) and (e), of the proviso to the definition of “Eligibility Condition” in Schedule 3 (Definitions). For the avoidance of doubt, provided that the Investor Notifies the Company in accordance with this Clause 14.3.4(e), it shall not be in breach of the provisions of this Agreement if it exercises or receives the benefit of any rights that an Investor that is not an Eligible Investor, is not entitled to under this Agreement in the period between the date on which it became an investor, shareholder or holder of any securities of a Competitor, entered into a joint venture with a Competitor, provided any financial assistance to a Competitor, or acquired any Secondary Exempt Holdings or Tertiary Exempt Holdings and the date of its Notification to the Company under this Clause 14.3.4(e). Without prejudice to the foregoing, an Investor shall Notify the Company within 60 (sixty) days of (i) such Investor or a Control Affiliate of such Investor making an investment into a Competitor which is not an Excluded Holding; or (ii) such Investor’s or its Control Affiliate’s holdings in a Competitor ceasing to be an Excluded Holding. Notwithstanding the foregoing, with respect to (i) Wellington, as a result of certain securities and investment laws and regulations of the United States to which Wellington is subject, Wellington will not be deemed to have acquired or hold any shares or other securities of a Competitor that are held or acquired by any of its Control Affiliates and accordingly will not be required to notify any such investments held or acquired by any of its Control Affiliates, and (ii) with respect to an Invesco Entity, an Invesco Entity will not be required to notify an Investment by a Control Affiliate in a Competitor unless such Control Affiliate is (a) directly or indirectly majority-owned by Invesco Advisers, Inc. and/or OppenheimerFunds, Inc.; or (ii) an entity in respect of which Invesco Advisers, Inc. and/or OppenheimerFunds, Inc., through the investment center led by the Chief Investment Officer of Invesco Developing Market Equities, decide in what securities such entity shall invest or how such entity will vote the securities it holds.”

10. 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 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, and a minimum of the Preference Amount – Series J-2 Equity on the Series J-2 Subscription Equity Shares held by them.”

11. Clause 17.8.2 (*Amendments and Waivers*) shall stand amended as follows:

“any amendments or variations to the rights attached to any class of issued preference shares shall require the consent of the holders of no less than 75% (seventy five per cent.) 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 J CCPS, Series J-2 CCPS, Series I-3 CCPS and Series K CCPS shall constitute separate and distinct classes), if such variations or amendments are purported to be effected in a manner that is not uniformly applicable to all other classes of issued preference shares; and”

12. Clause 17.8.4 (*Amendments and Waivers*) (b) and (c) shall stand amended as follows:

“(b) the definition of “Qualified IPO” which reduces the per-share offering price condition shall require the consent of the holders of no less than 75% (seventy five per cent.) 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 J CCPS, Series J-2 CCPS, Series I-3 CCPS and Series K CCPS shall constitute separate and distinct classes);

(c) (i) Clause 10.4 (Drag Along Right) which results in the proceeds of any Drag Sale not being distributed in accordance with the liquidation preference described in Clause 13 (Liquidation Preference); and (ii) the definition of “Liquidation Event”, shall each require the consent of the holders of no less than 75% (seventy five per cent.) 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 J

CCPS, Series J-2 CCPS, Series I-3 CCPS and Series K CCPS shall constitute separate and distinct classes)”

13. Clause 17.14 shall stand amended as follows:

*“**Exercise of Rights.** It is hereby clarified that for purposes of exercising their rights under this Agreement (including but not limited to Clause 6.2 as applicable), each of (i) the Accel Entities, (ii) IIFL Entities, (iii) Invesco Entities, and (iv) FE Entities (each set an **“Investor Group”**), shall exercise rights jointly and/or severally with the other entities comprising their respective Investor Group, provided that each Investor Group ~~the Accel Entities~~ shall have the right at ~~their~~ its discretion, to internally allocate exercise of any rights in relation to subscription to, purchase of and/or Transfer of any Shares or securities (including any assignment thereof) between the ~~Accel Entities~~ members of that Investor Group and/or their Affiliates, subject to such allocation or exercise being in compliance with the provisions of this Agreement and Applicable Law. It is further clarified that the shareholding of each Investor Group ~~the Accel Entities~~ shall be reckoned collectively with respect to the rights accorded to them under this Agreement (except for voting rights and the right to receive dividends), and the shareholding of each Investor Group ~~the Accel Entities~~ shall be reckoned collectively also for the purpose of determining whether or not any shareholding thresholds set out under this Agreement are met by that Investor Group ~~the Accel Entities~~.”*

14. Schedule I of the Shareholders Agreement shall stand amended to include the details of the Acceding Parties as set out in Schedule I of this Deed.

15. The following definitions shall be substituted in Schedule 3 (Definitions):

*“**ESOP Plan**” means either or both of, as the context may require, (i) the employee stock option plan entitled “ESOP 2015”, adopted by the Board and the shareholders of the Company on May 28, 2015 and amended on June 14, 2019, for the benefit of the employees of the Company, and for the benefit of such Persons, as approved with Investors’ Consents, as amended from time to time, and (ii) the employee stock option plan entitled “ESOP 2021”, adopted by the Board and the shareholders of the Company on August 10, 2021, for the benefit of key employees of the Company, and for the benefit of such Persons, as approved with Investors’ Consents, as amended from time to time.*

*“**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 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 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 and Ark Impact), 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, and (viii) 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) above, as applicable (respectively, the “**Respective Relevant Date**”).

“**Transaction Documents**” mean this Agreement, the Series K Subscription Agreement, the Series J-2 Subscription Agreement, the Series J Subscription Agreement, the Series I-3 Subscription Agreement, the Series I-2 Subscription Agreement, the Series I subscription agreement dated February 11, 2020, the Series H subscription agreement dated December 20, 2018, the Series H share purchase agreement dated December 20, 2018, the Series G subscription agreement dated June 08, 2018, the Second Series F subscription agreement dated January 19, 2018, the First Series F subscription agreement dated January 05, 2018, the Series E CCPS subscription agreement dated May 23, 2017, the Series D CCPS subscription agreement dated August 26, 2016, the Second Series C subscription agreement, the

First Series C subscription agreement, the Series B CCPS subscription agreement dated May 26, 2015, the Series A CCPS subscription agreement dated February 5, 2015, the Restated Articles, and all other agreements and documents that may be executed by the Parties pursuant hereto and thereto.”

The second paragraph of the definition of “Affiliates”, i.e., the paragraph starting after the words “...under common control with a Relative of such individual” and ending prior to the words “Notwithstanding anything contained in the foregoing....” shall be revised as follows:

“Without limiting the generality of the foregoing, Affiliate in relation to the Investors includes: (a) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Investor or one of its Affiliates 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 Investors; (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 Investors is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee, and (d) without limit to the generality of (a) to (c) above, in relation to IIFL shall include (a) any fund, special purpose vehicle or portfolio investment scheme (either present or future) or collective investment scheme or similar pooling vehicle managed or advised by the IIFL Group or the investment manager of any of the aforementioned entities and/or of which IIFL Group or its Affiliates is a general partner or sponsor, investment manager or advisor; and (b) any asset management company held directly or indirectly by IIFL Group.”

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

*“**Series K CCPS**” means collective reference to Series K compulsorily convertible preference shares of the Company with the face value of Rs. 10,000 each, carrying the terms set out in this Agreement.*

*“**Series K Investors**” means Invesco Entities, AWV II, Baron, Kotak, MO Investors, Ghisallo, Axis, Sixteenth Street, Smile, Segantii, QIA, Lathe, Naspers, IIFL Entities and Ark Impact.*

*“**Series K Subscription Agreement**” means the subscription agreement executed collectively by the Company and the Series K Investors with respect to the issue and allotment of the Series K CCPS.*

*“**Series K Closing**” means the closing of the issue of the Series K CCPS to the Series K Investors in the manner and on the terms of the Series K Subscription Agreement.*

*“**Series K Closing Date**” means the date on which Series K Closing occurs.*

*“**Series K Share Price**” means the price per share of INR 4,92,430.00 (subject to adjustments for stock splits, consolidation or other similar events) paid by the holders of the Series K CCPS to subscribe to each such share under the Series K Subscription Agreement.*

“Preference Amount – Series K” means, for each Series K CCPS, an amount that is the higher of (a) INR 4,92,430.00 (subject to adjustments for stock splits, consolidation or other similar events) plus unpaid dividends on such Series K CCPS, and (b) the pro rata entitlement of such Series K CCPS to the proceeds of the Liquidation Event on a Fully Diluted Basis.

“Dilutive Issuance – Series K CCPS” means issue of Dilution Instruments at a price that is lower than the Series K 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).

“IIFL Entities” means IIFL SOF8 and IIFL MMIF collectively and **“IIFL Entity”** means each of them.

“IIFL Group” means entities Controlled, directly or indirectly, by IIFL Wealth Management Limited, IIFL Asset Management Limited, IIFL Securities Limited and/or IIFL Finance Limited.

“Invesco Entities” means Invesco DMF, Invesco EMET and Invesco EMEF collectively and **“Invesco Entity”** means each of them.

“Falcon Entities” means Falcon Edge and AWW II collectively and **“Falcon Entity”** means each of them.

“Investment Amount – K” means such subscription amount as set out in the Series K Subscription Agreement, as invested by the Series K Investors as per the terms of such subscription agreement to subscribe to Series K CCPS.”

17. 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 and Series K 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 and Series K 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.”

18. **PART N** shall be added to **SCHEDULE 6** as follows:

**PART N: BROAD BASED WEIGHTED AVERAGE VALUATION PROTECTION
FOR SERIES K CCPS**

1. 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 N of this Schedule.
- (b) **“Issue Price – Series K”** shall mean the Series K Conversion Price prevailing immediately prior to a Dilutive Issuance – Series K CCPS.
- (c) **“Lowest Conversion Price – Series K CCPS”** shall mean the lowest possible price at which a Series K 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 K”** shall mean the lowest effective price per Dilution Instrument that is issued in a Dilutive Issuance – Series K CCPS.

2. **Non-Dilution Protection**

- (a) **Issuance below Issue Price – Series K.**
 - (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 K 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 K 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 N of this Schedule (**“Anti-Dilution Issuance – Series K CCPS”**), assuming the holding of only Equity Shares and Series K CCPS, or (ii) be entitled to effect an adjustment of the Series K Conversion Ratio and the Series K Conversion Price such that the Series K Conversion Price after such adjustment would equal “NCP” in accordance with the formula set out in Paragraph 2(a)(iii) of Part N of this Schedule (**“Anti-Dilution Adjustment – Series K”**).
 - (ii) **Timing for New Issues.** Such Anti-Dilution Issuance – Series K 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 (the **“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 N 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 K is to be undertaken pursuant to an occurrence of any event described in Paragraph 2(a)(i) of this Schedule, the Series K 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 K Conversion Price;

“PI” is the Issue Price – Series K;

“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 K;

“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 K 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 K 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 K 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 K CCPS shall have the right to receive in such Transaction, in exchange for each such Series K CCPS, a security identical to (and not less favourable than) each such Series K 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 K; (b) Transfer Shares held by the Founders to the Investors(s) at lowest price permissible under Applicable Law; (c) reduce the sale proceeds receivable by the Founders; (d) give effect to an Anti-Dilution Issuance – Series K; or (e) 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.*

19. **PART O** shall be added to **SCHEDULE 7** as follows:

SCHEDULE 7 PART O: TERMS OF SERIES K CCPS

The Series K 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 Investors set out in the Transaction Documents.

1. **Equity Shares.** *The number of Equity Shares to be issued to the holders of the Series K CCPS upon conversion shall, subject to the other terms and conditions set forth in this Agreement (including **Part N of SCHEDULE 7**), be as set out in Paragraph 3 below.*
2. **Dividends.** *The Series K 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 per*

cent.) per annum, the holders of the Series K 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 and the Series J-2 CCPS, with whom the Series K 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 K 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 K CCPS, subject to the adjustments provided in Part N of SCHEDULE 6, and paragraph 5, paragraph 6 and paragraph 7 of this Part N of SCHEDULE 7 and other terms and conditions of this Agreement at the applicable Series K 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 K CCPS shall be that number that results from dividing the Investment Amount – K by the prevailing Series K Conversion Price, provided that no fractional Shares shall be issued upon conversion of Series K CCPS, and the number of Equity Shares to be issued shall be rounded up to the nearest whole number.
- (b) Each holder of Series K 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 K CCPS held by it by issuing a Notice to the Company accompanied by share certificates representing the Series K 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 K CCPS to be converted. The record date of conversion of the Series K CCPS shall be deemed to be the date on which the holder of such Series K CCPS issues a Notice of conversion to the Company. The Series K 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 K 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 K CCPS under this Agreement shall continue to be available with respect to the Equity Shares issued upon conversion of such Series K CCPS.

4. **Conversion Price and Conversion Ratio.** As of the Series K Closing Date, each Series K CCPS shall be convertible into 1,401 (one thousand four hundred and one) Equity Shares (“**Series K Conversion Ratio**”) and the price at which each Equity Share shall be issued upon conversion of a Series K CCPS shall initially be INR 351.485 (the “**Series K Conversion Price**”) provided that upon the occurrence of (a) I-3 Scenario A, the Conversion Ratio shall stand revised to one Series K CCPS being convertible into 1,376 Equity Shares and the Series K Conversion Price shall stand revised to INR 364.393, (b) I-3 Scenario B, the Conversion Ratio shall stand revised to one Series K CCPS being convertible into 1,389 Equity Shares and the Series K Conversion Price shall stand revised to INR 357.612, or (c) I-3 Scenario C, the Conversion Ratio shall stand revised to one Series K CCPS being convertible into 1,388 Equity Shares and the Series

*K Conversion Price shall stand revised to INR 358.068. The Series K Conversion Price shall be subject to the adjustments provided in **Part N of SCHEDULE 6** and paragraph 6, paragraph 7 and paragraph 8 of this **Part O of SCHEDULE 7**. The adjusted Series K Conversion Price shall be construed as the relevant Series K Conversion Price for the purposes of this Agreement and accordingly the Series K Conversion Ratio shall stand adjusted. For the purpose of this paragraph 4 of **Part O of SCHEDULE 7**, (a) “**I-3 Scenario A**” shall mean (x) the fulfilment of both of the following conditions namely: (1) the non receipt of the I-3 Approvals with respect to the both Tencent and Meituan by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Tencent and Meituan the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being mutually terminated by Tencent, Meituan and the Company without any Series I-3 CCPS being allotted to Tencent and Meituan; (b) “**I-3 Scenario B**” means (x) the fulfilment of both of the following conditions namely: (1) the non receipt of I-3 Approval by Tencent but receipt thereof by Meituan by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Tencent the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being terminated by Tencent and the Company with respect to Tencent without any Series I-3 CCPS being allotted to Tencent; and (c) “**I-3 Scenario C**” means (x) the fulfilment of both of the following conditions namely: (1) the non receipt of I-3 Approval by Meituan but receipt thereof by Tencent by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Meituan the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being terminated by Meituan and the Company with respect to Meituan without any Series I-3 CCPS being allotted to Meituan. “**Series I-3 Long Stop Date**” shall mean the earliest of (i) 31 March 2022, (ii) the date of filing of the draft red herring prospectus by the Company in connection to a Qualified IPO, and (iii) occurrence of a Strategic Sale or a Drag Sale. “**I-3 Approvals**” means the Government Approvals required by each of Tencent and Meituan in relation to the issuance and allotment of Series I-3 CCPS by the Company to Tencent and Meituan per the terms of the Series I-3 Subscription Agreement.*

5. **Valuation Protection.** *If the Company offers any Dilution Instruments to a new investor or a third party after the Series K Closing Date, at a price (the “**New Price**”) less than the then effective conversion price of the Series K CCPS (“**Dilutive Issuance**”) then the holders of Series K CCPS shall be entitled to a broad based weighted-average basis anti-dilution protection as provided for in **Part N 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 K CCPS and the Company such that the Company forthwith takes all necessary steps as detailed in **Part N of SCHEDULE 6**. The Company shall Notify the holders of Series K CCPS of the impact of the Dilutive Issuance – Series K 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 K 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 K 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 K CCPS shall be proportionately decreased in the case of a consolidation (reverse stock split).*
- (b) *If, whilst any Series K 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 K 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 K 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 K 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 K CCPS immediately prior to the record date of such re-classification or conversion.*
 - (d) *The holders of Series K CCPS shall be entitled to the cumulative benefit of all adjustments referred to herein.*
7. **Liquidation Preference.** *The holders of Series K CCPS shall have such liquidation preference rights as are set out in Clause 13 of this Agreement.*
8. **Senior Rights.** *Series K 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 and the Series I-3 CCPS and senior to all other instruments that are outstanding and/or which may be issued by the Company from time to time in all respects including but not limited to voting rights, dividends and liquidation. The holders of Series K CCPS shall be entitled to all superior rights or other rights that may be given to any other Investors, if any, in the future.*
9. **Additional Rights.** *The Company shall not and/or Founders shall ensure that the Company does not grant any other current/potential Investors any rights which are more favourable than those granted to the holders of Series K CCPS. If the rights granted to any other Investors are more favourable than rights of the Series K CCPS and are not set out in this Agreement, the holders of Series K CCPS shall be entitled to such favourable 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 K CCPS.*
11. **Meeting and voting rights.** *The holders of Series K 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 K CCPS shall be entitled to the same number of votes for each Series K 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 K CCPS will change accordingly. Without prejudice to the generality of the foregoing, the holders of Series K 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 K CCPS as set forth in this **Part O of SCHEDULE 7.***
20. The paragraphs 2 and 8 of Parts A to M of Schedule 7 shall stand amended to include references to 'Series K CCPS' as a series of shares that will rank *pari passu* with the relevant series of Preference Shares whose terms are set out in Parts A to M of Schedule 7, in all matters and in all respects including but not limited to voting rights, dividends and liquidation preference.

Part C | Schedule of Amendments – Sumeru Closing

1. The names, basic corporate and notice details of the Sumeru Entities as set out in the Sumeru DOA will be deemed to have been incorporated in Schedule I of the Shareholders Agreement.
2. The defined term “*Sumeru Entities*” shall be included in Schedule 3 (*Definitions*) of the Shareholders Agreement which will be a collective reference to the Sumeru Entities set out in the Sumeru DOA and who shall be issued the Series K CCPS.
3. The term “*Sumeru Entities*” shall be included after the term “*Baron*” wherever such term occurs in the definition of (i) “*Primary Exempt Holdings*” and (ii) “*Series K Investors*” in Schedule 3 (*Definitions*) of the Shareholders Agreement.
4. The definition of “**Series K Closing**” introduced under paragraph 16 of Part B of Schedule IV of this Deed shall stand replaced with the following:

““Series K Closing” means the closing of the issue of the Series K CCPS to the Series K Investors (other than the Sumeru Entities) in the manner and on the terms of the share subscription agreement signed by and amongst the Company and the Series K Investors (other than the Sumeru Entities).”

5. The definition of “**Series K Subscription Agreement**” introduced under paragraph 16 of Part B of Schedule IV of this Deed shall stand replaced with the following:

““Series K Subscription Agreements” mean the subscription agreements executed by the Company with the Series K Investors, or any of them, with respect to the issue and allotment of the Series K CCPS.”

All references to “*Series K Subscription Agreement*” in the Shareholders’ Agreement shall stand replaced with the references to “*Series K Subscription Agreements*”.