

SUBSCRIPTION AGREEMENT
BUNDL TECHNOLOGIES PRIVATE LIMITED



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SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** ("**Agreement**") is entered into as of this 5 February 2015;

By and Between:

- (1) **SAIF Partners India IV Limited**, a company having its registered office at III Floor, Raffles Towers, 19 Cyber City, Ebene, Mauritius (hereinafter referred to as the "**SAIF**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns). Brief particulars about SAIF are set forth in **Part A** of **SCHEDULE 1**;
- (2) **Accel India IV (Mauritius) Limited**, a company having its registered office at 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius (hereinafter referred to as the "**Accel**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns). Brief particulars about the Investors are set forth in **Part A** of **Error! Reference source not found.**

AND

- (3) **Bundl Technologies Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at D.No.11-25-15, K.T.Road, Vijayawada – 520001, Krishna District (hereinafter referred to as the "**Company**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns). Brief particulars about the Company are set forth in **Part B** of **SCHEDULE 1**;

AND

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

Accel and SAIF shall be collectively referred to as "**Investors**" and individually as "**Investor**" wherever the context so permits.

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

RECITALS:

- A. The Founders are the promoters of the Company and the Company is involved in the business of running an online platform which integrates with restaurants for delivery of food. ("**Business**").
- B. The Company has made an offer on a rights basis to the Equity Holders in accordance with the procedure set forth in Section 62 (1) (a) of the Act (defined below). This offer has been declined by all the Shareholders of the Company. Copies of such waiver letters have been provided to the Investors. The Board is of the opinion that issuance of Investor Securities (defined below) to SAIF is not disadvantageous to the Company or its shareholders and has therefore resolved pursuant to Section 62 (1) (a) (iii) of the Act, that the Investor Securities be issued to SAIF in accordance with the terms of this Agreement as of the First Closing Date. As of the Second Closing Date, the Company will make a preferential offer to the Accel and the Investor Securities will be issued to SAIF in accordance with the process laid down under Section 62 (1) (c) and this Agreement as of the Second Closing Date.
- C. The Founders and the Company have requested the Investors to invest in the capital of the Company, and in reliance upon the Warranties and indemnities made by the Company and the Founders, the Investors is desirous of investing in the Company's capital and subscribing to Investor Securities (as defined hereinafter).
- D. The Parties are entering into this Agreement to record the terms of subscription on which the Investors will subscribe to the Investor Securities of the Company.

FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Defined Terms.** As used in this Agreement, the terms and expressions when used with the first letter capitalized as set out in **SCHEDULE 2** shall, unless the context otherwise requires, have the meanings assigned to them in the said Schedule. All capitalized items not defined in the said Schedule shall have the meanings assigned to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes ("").
- 1.2. **Interpretation.** The rules of interpretation set out in **SCHEDULE 3** shall apply to this Agreement unless the context requires otherwise or as is expressly specified otherwise.

2. ISSUE OF INVESTOR SECURITIES

- 2.1. **First Tranche Subscription.** Subject to (a) the terms and conditions of this Agreement, (b) fulfilment of the First Closing Conditions Precedent to the satisfaction of the Investors, and (c) in reliance upon the Warranties set out in **Error! Reference source not found.** as of the Execution Date and as of the First Closing Date, SAIF agrees to invest the SAIF Subscription Amount to subscribe to their proportion of the Investor Securities. Upon receipt of the SAIF Subscription Amount by the Company

from SAIF, the issue and allotment of Investor Securities by the Company to SAIF shall take place on the First Closing Date. The issued and paid up capital of the Company on a Fully Diluted Basis as on the Execution Date and upon First Closing shall be as set out in Part A of **SCHEDULE 4**.

- 2.2. **Second Tranche Subscription.** Subject to (a) the terms and conditions of this Agreement, (b) in reliance upon the Warranties set out in **Error! Reference source not found.**; and (c) the Company completing all activities, approvals, consents, filings under the process laid out under Section 62 (1) (c) of the Act ("**Second Closing Condition Precedent**"), as of the Second Closing Date, Accel shall, invest the Accel Subscription Amount to subscribe to their proportion of the Investor Securities. Upon receipt of the Accel Subscription Amount by the Company from Accel, the issue and allotment of Investor Securities by the Company to Accel shall take place on the Second Closing Date. The issued and paid up capital of the Company on a Fully Diluted Basis as on the Execution Date and upon Second Closing shall be as set out in Part B of **SCHEDULE 4**.
- 2.3. **First Closing.** Upon the fulfilment of the First Closing Conditions Precedent, the Company shall Notify the Investors that all the First Closing Conditions Precedent have been duly satisfied ("**First Closing CP Confirmation**"). The Company shall also deliver to the Investors a certificate signed by each of the Founders certifying that the First Closing Conditions Precedent have been satisfied. Upon the Investors receiving the First Closing CP Confirmation and having verified the fulfilment of the First Closing Conditions Precedent to its sole satisfaction, the Investors and the Company shall agree upon a date on which the First Closing shall occur ("**First Closing Date**").
- 2.4. **Second Closing.** On or before April 30, 2015 and subject to completion of the Second Closing Condition Precedent, the Investors and the Company shall agree upon a date on which the Second Closing shall occur ("**Second Closing Date**"). Provided that the Parties agree that the Second Closing Date shall be met by 30 April 2015.
- 2.5. **Form and Payment of the Subscription Amount.** The SAIF Subscription Amount and the Accel Subscription Amount shall be payable by wire transfer to the bank account of the Company, as detailed in Part B of **SCHEDULE 1**. The Parties agree that the remittance of the Subscription Amount in the manner set out in this Agreement shall constitute full and final payment by the Investors for the Investor Securities and shall entitle the Investors to fully paid-up Investor Securities free of all Encumbrances.
- 2.6. **Waiver of Rights.** Each of the Founders hereby agree to the allotment and issue of the Investor Securities on the terms and conditions set out in the Transaction Documents and waives any and all pre-emptive rights and other rights (including right to have *pari-passu* rights like that of the Investors) that each may have with respect to the issue and allotment of the Investor Securities, whether conferred by the Articles, by contract or otherwise.
- 2.7. **Issue of Investor Securities.** The Company shall issue Investor Securities in accordance with Section 62 (1) (a) (iii) of the Act, read with rules notified thereunder,

for SAIF and Section 62 (1) (c), read with the rules notified thereunder, for Accel. The Founders and the Company shall take all necessary actions, including requisite filings, for the issuance of Investor Securities in this manner, to the Investors.

3. CONDITIONS PRECEDENT

3.1. **Conditions Precedent to First Closing.** The obligation of SAIF to subscribe to the Investor Securities is subject to fulfilment of the First Closing Conditions Precedent to the satisfaction of the Investors.

3.2. **Conditions Precedent to Second Closing.** The obligation of Accel to subscribe to the Second Tranche Series A CCPS is subject to the fulfilment of the Second Closing Conditions Precedent and no later than 30 April 2015.

3.3. **Compliance Certificate.** Upon fulfilment of the First Closing Conditions Precedent as specified in Clause 2.3, above, the Company shall have delivered to the Investors a certificate signed by each of the Founders, certifying that the First Closing Conditions Precedent are satisfied.

3.4. **Waiver of Conditions.** Notwithstanding anything contained elsewhere in the Agreement, the Investors shall have the right at its sole discretion to waive any of the First Closing Conditions Precedent by Notification to the Company. The Investors may also in lieu of performance of any of the Conditions Precedent to the First Closing, require that such of the Conditions Precedent be treated as Conditions Subsequent and are performed within such period after First Closing as the Investors may direct.

3.5. **Long-Stop Date.** Subject to Clause 3.4, the Company and the Founders shall use best endeavours to ensure that all the First Closing Conditions Precedent are completed to the satisfaction of the Investors and the First Closing shall occur on or before the end of 60 (Sixty) days from the Execution Date or such extended period as the Investors and the Company may mutually agree ("**Long Stop Date**"), failing which, this Agreement may be terminated by the Investors as provided in Clause 8.1. Upon termination of this Agreement prior to the First Closing Date or Long-Stop Date for any reason whatsoever including for reasons stated under Clause 8, the Parties shall be relieved and discharged from all liabilities hereunder other than in respect of provisions 7.11 (Confidentiality), Clause 9.1 (Governing Law and Jurisdiction), Clause 9.3 (Notices), Clause 9.6 (Dispute Resolution) and Clause 9.10 (Expenses), which shall survive termination of this Agreement. It is further clarified that until such time that the Investors exercises its right to terminate the Agreement after the Long Stop Date, the Company and the Founders shall continue to make best efforts to ensure all the First Closing Conditions Precedent are completed to the satisfaction of the Investors.

4. CLOSING EVENTS AND POST CLOSING COMPLIANCES

4.1. **First Closing Board Actions.** On the First Closing Date, SAIF shall remit the SAIF Subscription Amount to the designated bank account of the Company, and

simultaneously upon receipt of the SAIF Subscription Amount into the designated bank account of the Company, the Company shall, in a meeting of the Board:

- 4.1.1. effect the issue and allotment of the Investor Securities;
 - 4.1.2. register SAIF as a member of the Company and make necessary entries in the Company's register of members in respect of the Investor Securities and deliver to SAIF true extract, duly certified by a Director, of the updated register of members reflecting the issue and allotment of the Investor Securities;
 - 4.1.3. approve the appointment of the nominees of the Investors to the Board (referred to as the "**Investor Directors**") as additional directors, and execute an agreement with each of the Investor Directors, in a format acceptable to the Investors;
 - 4.1.4. authorize necessary entries in the Company's register of Directors in respect of appointment of the Investor Directors and deliver to the Investors, true extract, duly certified by a Director, of the updated register of Directors reflecting the appointment of the Investor Directors;
 - 4.1.5. appoint any one of the Founders as the Compliance Officer;
 - 4.1.6. adopt the Restated Articles (in a form which shall be to the satisfaction of the Investors), subject to approval of the Shareholders in a Shareholders' meeting;
 - 4.1.7. issue the duly executed, adequately stamped and certified original certificates in respect of the Investor Securities to the Investors; and
 - 4.1.8. issue a Notice to convene, at shorter Notice, an extraordinary general meeting of the Shareholders of the Company on the First Closing Date.
- 4.2. **Shareholders' Actions.** On the First Closing Date, the Company shall, in a meeting of its Shareholders that is convened at a shorter Notice, approve and adopt the Restated Articles
- 4.3. On the First Closing Date, the Company and each of the Founders shall deliver to the Investors, a certificate executed by the Company and each of the Founders dated as of the First Closing Date, certifying that:
- 4.3.1. there has been no Material Adverse Effect on the Company's business as on the First Closing Date;
 - 4.3.2. the Warranties are true and complete in all respects as on the First Closing Date; and
 - 4.3.3. the Company has conducted the Business in the Ordinary Course of Business and has complied with the obligations imposed under Clause 7.3 and

SCHEDULE 5 of this Agreement from the Execution Date until the First Closing Date.

- 4.4. **Second Closing Events.** On the Second Closing Date, the Company shall effect the actions set out in Clause 4.1.4 in relation to the issue and allotment of the Investor Securities to Accel. Additionally, the Company and each of the Founders shall execute and issue a certificate to the Investors dated as of the Second Closing Date, certifying that; (i) there has been no Material Adverse Effect on the Company's business as on the First Closing Date; (ii) the Warranties are true and complete in all respects as on the Second Closing Date; and (iii) the Company has conducted the Business in the Ordinary Course of Business and has complied with the obligations imposed under this Agreement.

5. **POST CLOSING ACTIONS**

- 5.1. **Post-Closing Actions.** The Company shall and the Founders shall cause the Company to complete the following to the satisfaction of the Investors within the timelines specified for each of the following or such extended period as the Investors and the Founders may mutually agree:

5.1.1. complete all statutory filings required pursuant to the to the First Closing and the Second Closing, including filings with Governmental Authority (if any) and provide certified copies of all such filings relating to the Investor Securities to the Investors within 30 (Thirty) days of the First Closing Date or the Second Closing Date, as applicable; and

5.1.2. provide on the First Closing Date true extracts, duly certified by a Director, of the updated register of members and register of Directors and, within 15 (Fifteen) days of the First Closing Date, the certified true copies of the Company's Restated Articles, and all resolutions passed and other documents provided in accordance with Clause 4 above to the Investors and provide on the Second Closing Date, the certified true extracts, duly certified by a Director, of the updated register of members and provide within 15 (Fifteen) days of the Second Closing Date, true copies of all resolutions passed and other documents provided in accordance with Clause 4 above with respect to the Second Closing.

6. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

- 6.1. **Warranties of Company and the Founders.** As a material inducement to the Investors to invest the Subscription Amount into the Company, the Company and the Founders jointly and severally warrant to the Investors that, except as set forth in the Disclosure Schedule, the Warranties are all true and correct in every material respect as of the Execution Date, and further represent that they shall be true and correct on and as of the Closing Date.

- 6.2. The Parties agree and acknowledge that each of the Warranties shall be separate and independent and shall be limited only by the specific disclosures set out in

ANNEXURE A in reference to the relevant Warranty in SCHEDULE 8. Subject to the specific disclosures under **ANNEXURE A**, the Parties further agree that the Investors shall have the right to make a Claim for breach of any Warranty whether or not the Investors, prior to execution, has or could have discovered (whether by any investigation made by it or on its behalf into the affairs of the Company or otherwise) that any Warranty has not been complied with or carried out, or is otherwise untrue or misleading.

6.3. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that for the purposes of the Transaction Documents and the transactions contemplated in this Agreement, there shall be no presumption of knowledge imputed to the Investors and the Investors shall be entitled to completely rely on the Warranties but subject to the specific disclosures under **ANNEXURE A** of the Company and the Founders.

6.4. **Warranties of the Investors.** The Investors individually represent and warrant to the Company that:

6.4.1. it has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and thereby and to perform its obligations under this Agreement, and any other agreements contemplated hereby and thereby; and

6.4.2. the execution, delivery and performance by it of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action by it and shall constitute a valid and legally binding obligation, enforceable against it in accordance with the terms hereof.

6.5. **Indemnity by Company and the Founders**

6.5.1. The Company and the Founders (each, an “**Indemnifying Party**”) jointly and severally agree to indemnify, defend and hold harmless, each Investor, its Affiliates and all its directors, officers, employees and advisors (who are in any manner associated with the transactions contemplated herein) (each, an “**Indemnified Party**”) to the fullest extent permitted by Applicable Law from and against any and all Damages actually suffered or incurred in connection thereto incurred by the Indemnified Party directly in connection with or arising out of (i) material breach of any Warranty, (except as disclosed in the Disclosure Schedule), representation, covenant or agreement by the Company and/or the Founders as contained in this Agreement and/or the Transaction Documents and/or any diminution in value of the Investor Securities on account of the aforesaid, or (ii) any and all actions, causes of action and suits arising out of, relating to or in connection with the operation/incorporation of the Company prior to the Closing Date, pursuant to which the Indemnified Party is named a party, or (iii) for any fraud, gross negligence, material default or misconduct of the Indemnifying Party, in relation to the Company, or (iv) failure on behalf of the Founders and/ or the Company to obtain necessary

registrations for the purpose of conduct of business of the Company or its Affiliates, or such other registrations mandated under Applicable Law (each of the abovementioned an “**Indemnity Event**”). The Parties acknowledge that: (a) any Damages whatsoever, incurred or suffered by the Company on account of an Indemnity Event or (b) any reduction in the value of the Company on account of an Indemnity Event; shall be deemed to be the Damages incurred or suffered by the Investors in proportion to its shareholding at the relevant time for the purpose of this Clause. To clarify, in case of any Claim for Damages by the Investors, such claim shall not be consequently considered as a reduction in value for the purpose of this Clause 6.5. The Founders shall not be entitled to make a Claim against the Company or seek contribution from the Company in respect of any Claim for indemnification by the Indemnified Parties under this Agreement.

6.5.2. The rights accorded to an Indemnified Party under this Agreement shall be in addition to any rights that any Indemnified Party may have at common law, in equity or otherwise; provided, however, that the Indemnified Party shall not make a Claim for Damages under this Clause 6.5 for any Claim for which it has already been expressly and fully compensated by the Indemnifying Parties in pursuance of this Clause 6.5 or in common law, equity or otherwise.

6.5.3. The Indemnifying Parties shall do all such acts and deeds as may be necessary to give effect to the provisions of Clause 6.5, including obtaining in a timely manner all applicable consents and governmental approvals.

6.5.4. **Specific Indemnity.** Notwithstanding the generality of this section, the Indemnifying Parties, jointly and severally, agree to defend and hold harmless the Investors from and against all losses, expenses, costs, Damages, liabilities, penalties, judgments, costs (including legal costs), charges, actions, proceedings, interest, fine and demands arising on account of:

- (a) any penalties or fines arising from breach of the Employee State Insurance Act, 1948
- (b) any penalties or fines arising from breach of the provisions under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952.
- (c) any liabilities arising out of the engagements with the restaurants that the Company engages with

6.6. **Limitation on Liability of the Founders.** Notwithstanding anything contained in this Agreement, the maximum aggregate liability of the Founders for all Claims made by the Indemnified Party in accordance with Clause 6.5 above shall be capped at an amount equal to 50% (fifty percent) of the fair market value of the Founder’s shareholding in the Company based on the valuation of the Company determined by an independent valuer approved by the Investor at the time of such Claims, provided however that the Founder’s liability shall not exceed the Subscription Amount. The Founders shall, subject to the transfer restrictions contained in the Shareholders’ Agreement, have the right but not the obligation to fulfil their indemnity obligations

under this Agreement by disposing off the Shares held by such Founder(s). It is clarified herein that the personal assets of the Founders shall not be attached for fulfilling the indemnity obligations of the Founders under this Agreement.

6.7. **Indemnity for Investor Directors.** Without prejudice to the generality of Clause 6.5, the Company shall in accordance with Applicable Law, and the Founders separately shall, indemnify and hold harmless the Investor Directors from and against any Damages suffered or incurred by or Claim brought or made against such Investor Directors as a result of or relating to any breach by any of the Indemnifying Parties of Applicable Law.

7. COVENANTS

7.1. **Use of Subscription Amount.** The Subscription Amount shall be utilized by the Company in accordance with the Business Plan as approved by the Investors unless otherwise agreed by the Investors in writing.

7.2. **Company Transactions.** During the period between the Execution Date and Closing Date, all the transactions between the Company and the Founders, and their respective Related Parties shall be conducted on an arm's length basis for bona fide commercial considerations.

7.3. **Conduct before Closing.** The Company and the Founders agree that the Company shall not, during the period between the execution of this Agreement and until Closing and without the specific prior written consent of the Investors, take any actions set out in SCHEDULE 5.

7.4. **Warranties.** The Founders and the Company undertake to promptly Notify the Investors in writing if they become aware of any fact, matter or circumstance (whether existing on or before the date of the Agreement or arising afterwards) which would cause any of the Warranties to become untrue or inaccurate or misleading in any material respect; or if there has been a Material Adverse Effect or an event has occurred or threatened that may result in such Material Adverse Effect. The Parties agree that the disclosures made in respect of the Warranties in ANNEXURE A are complete and final as of the Execution Date and the Company and the Founders may only provide an updated Disclosure Schedule as on the Closing Date, as to the disclosures already contained therein, which updated Disclosure Schedule shall deem to replace the Disclosure Schedule provided as of the Execution Date and be incorporated by reference in ANNEXURE A. Provided however that the Closing will be conditional on the Investors accepting the updated Disclosure Schedule, and Founders and the Company shall not be entitled to update the Disclosure Schedule at any time after the Closing Date.

7.5. **Support and Co-operation.** The Company and the Founders agree to provide the Investors all necessary support, co-operation and assistance in obtaining regulatory approvals, if any required, in connection with its investment in the Company.

7.6. **Operating Company.** The Founders and the Company jointly represent that the Company is an operating company under Applicable Law. Further, the Company

and the Founders jointly and severally undertake to ensure that the Company continues to be an operating company, in keeping with the continued cooperation of the Board, so long as the Investors hold any Shares in the Company.

- 7.7. **Information Rights.** On and from the Execution Date until the Closing Date, the Company shall (a) Notify the Investors of all material decisions relating to the Business and operations of the Company, if any, (b) provide copies of all management information reports and management accounts, if any, and (c) provide copies of minutes of all resolutions passed at meetings of the Board or Shareholders of the Company, if any. The rights enumerated here are in addition to any rights that the Investors may be entitled to under the Transaction Documents.
- 7.8. **Business Plan.** The Company shall, and the Founders shall ensure that the Company shall, duly comply with the Business Plan.
- 7.9. **Conditions Subsequent.** The Company and the Founders shall duly complete and satisfy, to the sole satisfaction of the Investors, all actions set forth in **SCHEDULE 7** that are required to be completed and satisfied by each of them within the time frame identified therein.
- 7.10. **Statutory Auditor.** The statutory auditors will be selected by the Board and appointed in consultation with the Investors, as provided for under **SCHEDULE 7**. The Company shall and the Founders shall ensure that the Company shall continue to have the statutory auditor appointed in accordance with this Clause as their statutory auditor for so long as the Investors continues to hold all or part of the Investor Securities (directly or indirectly) in the Company.
- 7.11. **Confidentiality.** Each of the Parties shall, and shall ensure, to their best efforts that their respective employees, directors, successors, assigns and representatives maintain confidentiality, regarding the contents of this Agreement, information pertaining to the other Parties, and the business and affairs of the Company. The Parties shall be permitted to disclose all aspects of this transaction to their investment bankers, lenders, accountants, legal counsel and bona fide prospective Investors/transferee in so far as it is disclosed in each case only where such Persons are under appropriate nondisclosure obligations imposed by professional ethics, law or contracts. Nothing contained herein shall affect the ability of the Parties to make disclosure under Applicable Law. The Investors may disclose all confidential information about the Company to its Affiliates, investor, lenders, advisors and any potential purchasers of Shares or Assets of the Company.
- 7.12. **Publicity.** Any press release or disclosure of the Investors' investment into the Company and affairs of the Company whether by the Investors or the Company shall be made only after the Closing Date and the form and content thereof shall be approved by the Investors prior to the release.
- 7.13. **Foreign Direct Investment Regulation Compliance.** Neither the Company shall nor shall the Founders cause the Company to do any act that would make the investment by the Investors require any approvals from Governmental Authorities to either

maintain the investment, make a further investment or Transfer any securities of the Company held by the Investors.

8. TERMINATION

8.1. **Termination by the Investors.** The Agreement shall continue in full force and effect until terminated, at the option of the Investors, prior to the Closing Date, in the event of any of the following:

8.1.1. failure by the Company and/or the Founders to ensure that the Closing occurs within the period set forth in Clause 3.5 above; or

8.1.2. material breach or default by the Company and/or the Founders in the performance of any of its/ their obligations under the Agreement; or

8.1.3. occurrence of a Material Adverse Effect prior to the Closing Date.

8.2. **Accrued rights and obligations.** All rights and obligations of the Parties under the Transaction Documents shall cease immediately upon termination, but termination shall not affect a Party's accrued rights and obligations as on the date of termination.

8.3. **Survival.** Subject to the provisions of Clause 3.5, the Parties expressly agree that the provisions of Clause 1 (Definitions and Interpretation), Clause 6 (Representations, Warranties and Indemnities), Clause 7.11 (Confidentiality) and Clause 9 (Miscellaneous) shall survive the termination of this Agreement.

9. MISCELLANEOUS

9.1. **Governing Law and Jurisdiction.** The Agreement shall be governed by and be construed in accordance with the laws of India and subject to Clause 9.6 below, the courts at New Delhi, India shall have exclusive jurisdiction on the matters arising for the purposes of obtaining interim reliefs including but not limited to temporary jurisdiction, without regard to the principles of conflicts of laws

9.2. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors, permitted assigns, heirs, executors and administrators of the Parties. The Agreement and the rights and/or obligations herein may be assigned and novated by the Investors to the Person to whom the Investor Securities are sold in terms of the Transaction Documents. The Agreement and the rights and obligations herein may not be assigned by the Company or any of the Founders without the consent of the Investors. Provided however all the costs which may arise as a result of such assignment shall be the sole liability of the assigning party.

9.3. **Notices.** Unless otherwise provided herein, 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 1, unless such details are changed by Notice in accordance with this Agreement.

9.4. **Waivers, Delays or Omissions.** No delay or omission in exercise of any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under the Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under the Agreement or any waiver on the part of any Party of any provisions or conditions of the Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

9.5. **Severability.**

9.5.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the Parties shall not be materially and adversely affected thereby, (a) such provision or part thereof shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.

9.5.2. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

9.6. **Dispute Resolution.**

9.6.1. All disputes and differences arising out of or in connection with any of the matters set out in this Agreement ("**Dispute**"), if not resolved by amicable settlement within 30 (thirty) days from such dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force.

9.6.2. The arbitrator shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute.

9.6.3. To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (Ninety) days following commencement of proceedings with respect thereto.

9.6.4. The arbitration shall be conducted in English, and the venue for arbitration shall be New Delhi, India.

- 9.6.5. The arbitrator shall be entitled to award costs of the arbitration.
- 9.7. **Amendments.** The Agreement may be amended with the written consent of the Parties.
- 9.8. **Cumulative Remedies.** All the remedies, either under this Agreement or by Applicable Law or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges or remedies provided by this Agreement, Applicable Law or otherwise. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.
- 9.9. **Entire Agreement.** This Agreement together with all the Schedules and Annexures hereto forms a single Agreement between the Parties hereto. The Transaction Documents constitute the entire understanding between the Parties with regard to the subject matter hereof and thereof and supersede any other agreement between the Parties relating to the subject matter hereof and thereof, including but not limited to the term sheet dated January 15, 2015.
- 9.10. **Expenses.** The Company shall bear the fees, out of pocket costs and expenses incurred by the Investors in relation to the transactions contemplated in the Transaction Documents, including expenses relating to due diligence, fees of counsel, auditors and other advisors up to an amount of INR 15,00,000 (Indian Rupees Fifteen Lacs only). This sum shall be paid within 10 (Ten) Business Days of relevant written Notice (with details claiming such expenses) being received from the Investors. This sum does not include expenses incurred for getting requisite opinion on or implementation of restructuring as agreed to between the Company and Investors from advisors acceptable to the Company and the Investors. In case of the non-occurrence of Closing, the Company will not have any obligation to pay the expenses, unless the Founders have withdrawn from the Transaction or the Investors has opted to not proceed with the Transaction on account of any adverse finding during the due diligence carried out by it. No brokerage or finders' fee shall be payable by the Company. Notwithstanding anything contained in this Clause, the Company shall bear all Tax and stamp duty payments in relation to the transactions contemplated in the Transaction Documents.
- 9.11. **Specific Performance.** This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it. Termination of the Agreement shall be without prejudice to all rights and remedies under Applicable Law or equity available to the non-defaulting Party including the right to seek indemnity for the breach from the defaulting Party.

- 9.12. **Further Actions.** The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.
- 9.13. **Payments.** All amounts payable under this Agreement shall be in accordance with Applicable Law, and subject to withholding of applicable Taxes.
- 9.14. **Relationship between Parties.** Except as stated specifically in this Agreement, the Parties are independent contractors. Nothing in this Agreement or in any document referred to in it shall constitute any of the Parties a partner or agent of the other, nor shall the execution, Closing and implementation of this Agreement confer on any Party any power to bind or impose any obligation on any other Party or to pledge the credit of any other Party.
- 9.15. **Counterparts.** The Agreement may be executed and delivered in any number of counterparts each of which shall be an original.

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SCHEDULE 1**DETAILS OF PARTIES****PART A****Investors**

Name of the Investors	Particulars
SAIF Partners India IV Ltd.	Address: III Floor, Raffles Towers, 19 Cyber City, Ebene, Mauritius Email: naiken.veerasamy@tmf-group.com Fax: +230 464 5115 Phone: +230 464 5995 Attention: Mr. Naiken Veerasamy
Accel India IV (Mauritius) Limited	Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Tel: No +230 401 2300 Fax: 230 401 2301 ATTN : Director Copy to: Richard Zamboldi Email: rzamboldi@accel.com

PART B**Company**

Break-up of shareholding	As set out in Part B of <u>SCHEDULE 4</u>
Address, Email Address and Fax Number	Address: Bundl Technologies Pvt Ltd, No: 806, 5 th Cross, 4 th Block, Koramangala, Bangalore - 560034, Karnataka, India Email:nandan@swiggy.in Phone:+91 9972423094 Attention:Mr. Lakshmi Nandan Reddy Obul
Authorized and paid-up share capital	Authorised share capital for equity shares of face value INR 10 - INR 5,00,000

	<p>Authorised capital for preference shares of face value INR 100 - INR 7,00,000</p> <p>Paid up share capital- INR 1,00,000</p>
Bank Account Details	<p>Name of the Bank: HDFC BANK LTD</p> <p>Address: Koramangala 4th Block Branch, Nandakrishna, Plot No 983, 1st Cross, St Bed Layout, Koramangala 4th Block, Bangalore - 560034, India</p> <p>Account Number:50200003950522</p> <p>IFSC Code: HDFC0002777</p> <p>MICR Code: 560240076</p>

PART C**Founders**

Sl. No.	Name of the Founders	Particulars
1.	Mr. Sriharsha Majety	<p>Address- D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh</p> <p>Email-harsha@swiggy.in</p> <p>Phone number-+ 91 9849181777</p>
2.	Mr. Lakshmi Nandan Reddy Obul	<p>Address-PLOT No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh</p> <p>Email- nandan@swiggy.in</p> <p>Phone number-+ 91 9972423094</p>
3.	Mr. Rahul Jaimini	<p>Address- c/o Shri Yogesh Jaimini, Near VTP School, Shaktipuram Colony, Khura, Shivpuri, Madhya Pradesh, India</p> <p>Email-rahul@swiggy.in</p> <p>Phone number-+91 8861748842</p>

SCHEDULE 2

DEFINITIONS (CLAUSE 1.1)

“**Act**” means the Companies Act, 2013, and the Companies Act, 1956 (to the extent applicable), the rules and regulations prescribed thereunder, as now enacted or as amended from time to time and shall include any statutory replacement or re-enactment thereof.

“**Accel Subscription Amount**” means such amount as detailed in SCHEDULE 4 of this Agreement to be invested by Accel as per the terms of this Agreement in order to subscribe to the Investor Securities.

“**Affiliate**”, with respect to: (a) a Person (other than an individual), means any Person who Controls, is Controlled by or is under common Control with such Person and (b) a Person (who is an individual), means any Person who is Controlled by or is under common Control with the individual, a Relative of such individual and a Person who is Controlled by or is under common Control with a Relative of such individual.

Without limiting the generality of the foregoing, Affiliate in relation to the Investor includes: (a) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Investor 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 Investor; and (c) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Investor is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee

“**Agreement**” means this subscription agreement, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures and exhibits, if any, to this Agreement.

“**Applicable Law**” includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter, or any recognized stock exchange(s) on which the shares may be listed.

“**Articles**” means the articles of association of the Company as amended from time to time.

“**Assets**” means assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise), including cash, cash equivalents, receivables, real estate, plant and machinery, equipment, Proprietary Rights, raw materials, inventory, furniture, fixtures and insurance.

“**Board**” means the board of Directors of the Company from time to time.

“Business Day” means any day other than Saturday, Sunday or any day on which banks in Bangalore, India and Mauritius are closed for regular banking business.

“Business Plan” means the rolling business plan and targets of the Company for the next 1 (one) Financial Year in a form approved by the Investors.

“Claim” means a demand, claim, action or proceeding made or brought by or against a Party, however arising and whether present, unascertained, immediate, future or contingent.

“Compliance Officer” means officer in charge of and responsible for compliance with all Applicable Law, rules and regulations and who shall be considered as the officer in default under all Applicable Laws including the Act.

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

“Damages” means (a) any and all monetary (or where the context so requires, monetary equivalent of) damages, fines, fees, penalties, losses and out-of-pocket expenses (including without limitation any liability imposed under any award, writ, order, judgment, decree or direction passed or made by any Person), (b) subject to Applicable Law, any punitive, or other exemplary or extra contractual damages payable or paid in respect of any contract, and (c) amounts paid in settlement provided that all such settlement is in accordance with Clause 6 of this Agreement, interest, court costs, costs of investigation, fees and expenses of legal counsel, accountants, and other experts, and other expenses of litigation or of any Claim, default, or assessment.

“Dilution Instruments” includes any Shares, securities, rights, options, warrants or arrangement (whether oral or in writing) which are convertible into or entitle the holder to acquire or receive any Shares of the Company, or any rights to purchase or subscribe to Shares or securities by their terms convertible into or exchangeable for Shares; excluding any arrangement (whether oral or in writing) binding the Company pursuant to which a bank or a financial institution is entitled to convert any amount due to it into Shares upon default by the Company, and provided that such default has not occurred as of the relevant date.

“Director” means a director of the Company from time to time.

“Employee Stock Option Plan” or **“ESOP Plan”** means an employee stock option plan, in a form agreeable to the Investors, which shall be adopted by the Board and the shareholders of the Company, for the benefit of the employees of the Company, and for the benefit of such Persons, as approved in writing by the Investors, to administer the grant, vesting and exercise of the employee stock options.

“Encumbrance” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever, or an agreement to do any of the foregoing, or any other arrangements having similar effect.

“Equity Holders” means the Persons who are the holders of the Equity Shares.

“Equity Shares” means ordinary equity Shares with voting rights having face value of INR 10 (Rupee Ten) each in the capital of the Company as may be consolidated or sub-divided from time to time.

“Execution Date” means the date of execution of the Agreement.

“Financial Year” means the year commencing on the first day of April and ending on the last day of March of the next calendar year.

“First Closing Condition Precedent” means any of the conditions listed in **SCHEDULE 6** of the Agreement and the “First Closing Condition Precedent” means a collective reference to all conditions listed in **SCHEDULE 6** of this Agreement.

“Founder” refers to each Persons listed in **Part C** of **SCHEDULE 1** of this Agreement and “Founders” shall mean collective reference to the same.

“Fully Diluted Basis” means a calculation assuming that all the Dilution Instruments existing at the time of determination have been exercised or converted into Shares .

“Governmental Authority” means any government, any state or other political subdivision thereof, and includes any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, board, commission or instrumentality of India and/or any jurisdiction in which the Company conducts business, or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and, any governmental or non-governmental self-regulatory organisation, agency or authority.

“Group Company” means an individual reference to the Company and its subsidiaries, if any and **“Group Companies”** shall mean a collective reference to the same.

“Indebtedness” of any Person means all indebtedness including (a) all obligations of such Person for borrowed money or with respect to advances of any kind; and (b) all binding indemnity, guarantees and sureties by such Person whether in connection with such borrowing or advances or otherwise.

“INR”, “Rupees” or “Rs.” means Indian rupees, the lawful currency of India for the time being.

“Investor Securities” means the Series A CCPS and Equity Shares to be issued to the Investors

including the Equity Shares held by the Investors pursuant to conversion of Series A CCPS and includes any other Shares that may be acquired by the Investors in the Company as adjusted for any capital reorganization including any stock splits, consolidation, sub-division, bonus issuances, capitalization of profits and rights issuances.

“Key Managerial Personnel” shall be as defined in Section 2 (51) of the Act;

“Material Adverse Effect” means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has had or may reasonably be expected to have a material adverse effect on (a) the ability of the Company and/or the Founders to consummate the transactions contemplated herein or to perform its/their obligations hereunder or pursuant to any of the Transaction Documents or (b) the Company’s condition, financial or otherwise, operations, results of operations, prospects, Assets, liabilities or business as now conducted or proposed to be conducted or (c) the validity or enforceability of any of the Transaction Documents, the validity or enforceability of any of the transactions contemplated thereunder, or of the rights or remedies of the Investors or (d) the status and validity of any contracts, consents or approvals required for the Company to carry on its Business or (e) a force majeure event, which shall include riots, war or hostilities between any nations, acts of god, fire, storm, terrorist activities, flood, earthquake, strikes, labour disputes, shortage or curtailment of labour, power or other utility services or change of law or government policies and regulation, all the foregoing having relevance to the transaction contemplated by the Transaction Documents.

“Memorandum” means the memorandum of association of the Company, as amended from time to time.

“Notify” or **“Notification”** or **“Notified”** means the act of providing a Notice in writing, including electronic means.

“Ordinary Course of Business” means an action, event or circumstance that is recurring in nature and is taken in the ordinary course of the Person’s normal day-to-day operations, and:

- (a) taken in accordance with sound and prudent business practices;
- (b) similar in nature and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in businesses similar to the Person’s business; and
- (c) consistent with past practice and existing policies (including those in relation to debtors and creditors).

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

“Proprietary Rights” means and include collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations,

continuations-in-part, divisions, re-issues, re-examinations, utility, model and design patents or any extensions thereof; (b) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets and confidential information; and (e) internet domain names, Internet and World Wide Web (WWW) URLs or addresses; (f) mask work rights, mask work registrations and applications therefor; and (g) all other intellectual, information or proprietary rights anywhere in the world including rights of privacy and publicity, rights to publish information and content in any media.

“**RBI**” means the Reserve Bank of India, established under the Reserve Bank of India Act, 1934, as amended from time to time.

“**Related Party**” in relation to the Company means (a) Group Company, (b) any Affiliate of the Group Companies, (c) any of the Founders, or Director (other than any Director nominated by the Investors), or any Relative of such Person or (d) any Person owned or Controlled by a Founder or a Director or a Relative of such Founder or a Director.

“**Relative**” means a relative as defined under Section 2(77) of the Act.

“**Restated Articles**” means the restated and amended Memorandum and Articles, substantially in conformity with the Transaction Documents, subject to Applicable Law and as approved by the Investors.

“**SAIF Subscription Amount**” means such amount as detailed in **SCHEDULE 4** to be invested by SAIF as per the terms of this Agreement in order to subscribe to the Investor Securities.

“**Schedule**” refers to the schedules listed in this Agreement and “**Schedules**” shall mean a collective reference to the same.

“**Series A CCPS**” means such number of series A compulsorily convertible cumulative preference shares of the Company, having a face value of INR 100 (Rupees One Hundred Only)] per share and to be issued at a premium of INR 18,842.38 (Rupees Eighteen Thousand Eight Hundred and Forty Two and Thirty Eight Paise Only), as set out in Part A of **SCHEDULE 4** to be issued to the Investors in accordance with the terms of this Agreement, and having such terms as set out in Shareholders’ Agreement and Articles.

“**Shareholders’ Agreement**” means the shareholders’ agreement of even date amongst the Parties.

“**Shares**” means all classes of Shares in the capital of the Company issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such Shares and shall be deemed to include all bonus Shares issued in respect of such Shares and Shares issued pursuant to a stock split in respect of such Shares.

“**Shareholders**” mean the persons whose names are entered in the register of members of the Company.

“**Subscription Amount**” means such amount as set out in Part A of **SCHEDULE 4** to be invested by the Investors to subscribe to Investor Securities.

“**Taxes**” means all present and future income and other taxes, levies, rates, imposts, duties, deductions, cesses, dues, charges and withholdings whatsoever imposed by any Governmental Authority having power to tax and all penalties, fines, surcharges, interest or other payments on or in respect thereof and “**Tax**” and “**Taxation**” shall be construed accordingly.

“**Transfer**” including the terms “**Transferred**” and “**Transferability**”) means to directly or indirectly, transfer, sell, assign, Encumber in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law .

“**Transaction Documents**” include this Agreement, the Shareholders’ Agreement, the Restated Articles and all other agreements and documents that may be executed pursuant hereto and thereto.

“**Warranties**” refer to the representations and warranties of the Company and the Founders set out in **Schedule 8**.

CROSS REFERENCES

Each of the following terms shall have the meaning assigned thereto in the Clause or Schedule of this Agreement set forth below opposite such term.

Business	Recital A
Disclosure Schedule	<u>ANNEXURE A</u>
Indemnified Party	Clause 6.5
Indemnifying Party	Clause 6.5
Indemnity Event	Clause 6.5.1
Investor Directors	Clause 4.1.3
Long Stop Date	Clause 3.5
Notice	Clause 9.3

SCHEDULE 3

RULES OF INTERPRETATION (CLAUSE 1.2)

- (a) **Irrelevance of Gender and Plurality.** The definitions in **SCHEDULE 2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (b) **Internal References.** All references herein to Clauses and Schedules shall be deemed to be references to Clauses of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "Clauses(s)" and shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation".
- (c) **Default Rules.** Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- (d) **Drafting.** The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.
- (e) **Time is of the essence.** Time is of the essence in the performance of the Parties' respective obligations. Any time period specified for performance shall be deemed to stand extended to include any time period required for obtaining any approval/ consent from any Governmental Authority. If any time period specified herein is extended, such extended time shall also be of the essence.

SCHEDULE 4**CAPITALIZATION OF THE COMPANY****Part A****DETAILS OF INVESTMENT**

<u>Name of the Investor</u>	<u>Subscription Amount (in INR)</u>	<u>Number of Equity Shares</u>	<u>Number of Series A CCPS</u>
SAIF Partners India V Ltd.	6,00,00,000	100	3067
Accel India IV (Mauritius) Limited	5,99,90,517.46	100	3067

Part B**PRE AND POST INVESTMENT CAPITALIZATION****Capitalisation of the Company prior to the First Closing Date**

<u>S.NO</u>	<u>NAME</u>	<u>PERCENT</u>	<u>NO OF SHARES</u>
1	Sriharsha Majety	46.75%	5,500
2	Lakshmi Nandan Reddy Obul	21.25%	2,500
3	Rahul Jaimini	17.00%	2,000
4	ESOP	15.00%	1,765
	TOTAL	100.00%	11,765

Capitalisation of the Company post the First Closing Date

<u>S.NO</u>	<u>NAME</u>	<u>PERCENT</u>	<u>NO OF SHARES</u>
1	Sriharsha Majety	36.83%	5500.0
2	Lakshmi Nandan Reddy Obul	16.74%	2500.0
3	Rahul Jaimini	13.39%	2000.0
4	ESOP	11.82%	1765.0

5	SAIF Partners India V Ltd.	21.21%	3167
6	Accel India IV(Mauritius) Ltd.	0%	0
	TOTAL	100.00%	14932

Capitalisation of the Company post the Second Closing Date

<u>S.NO</u>	<u>NAME</u>	<u>PERCENT</u>	<u>NO OF SHARES</u>
1	Sriharsha Majety	30.39%	5500.0
2	Lakshmi Nandan Reddy Obul	13.81%	2500.0
3	Rahul Jaimini	11.05%	2000.0
4	ESOP	9.75%	1765.0
5	SAIF Partners India V Ltd.	17.50%	3167
6	Accel India IV(Mauritius) Ltd.	17.50%	3167
	TOTAL	100.00%	18099

SCHEDULE 5

CONDUCT BEFORE FIRST CLOSING

The Company shall not, during the period between the Execution Date and First Closing, without the approval of the Investors:

- (a) amend or modify the Company's Articles and Memorandum(s) except as may be required by the Investors pursuant to the Transaction Documents;
- (b) take any action or enter into any transactions that could be expected to result in a change in the Business or which is not in the Ordinary Course of Business;
- (c) enter into any transactions or any arrangements, dealings or contracts with Related Parties;
- (d) enter into any contract or arrangement for the purpose of or sell, pledge, transfer, assign or create an Encumbrance or interest in favour of any third party in any of the Company's Assets, property, contracts or rights, otherwise than in the Ordinary Course of Business;
- (e) avail of any borrowing or create or agree to create any financial Indebtedness in excess of INR 5,00,000 (Indian Rupees Five Lakhs only) (whether in aggregate or separately) unless otherwise agreed to between the Founders and the Investors;
- (f) establish a subsidiary or make an investment in any other Person;
- (g) effect any change in the capital structure, issue any securities or effect any scheme of amalgamation, arrangement, reorganization, liquidation, winding up or dissolution in relation to the Company or solicit or enter into negotiations, discussions, binding or non-binding commitments relating to any such change in the capital structure, issue of any securities or agree to any scheme of amalgamation, arrangement or reorganization, liquidation, winding up or dissolution of the Company;
- (h) incur, issue, assume, extend, or guarantee any new or additional obligations other than in the Ordinary Course of Business;
- (i) initiate any legal proceedings other than legal proceedings in the Ordinary Course of Business;
- (j) merge, restructure, consolidate, amalgamate any company or commence any proceedings in relation to any of the foregoing;
- (k) pass or join in passing any resolution of Shareholders which is not in Ordinary Course of Business or in accordance with the Transaction Documents;

- (l) do or permit to be done anything which would constitute a breach of any of the Warranties;
- (m) change its auditors or make any changes in accounting policies and practices save and except as required by Applicable Law or in accordance with the Transaction Documents;
- (n) settle or compromise any litigation, Claim or proceedings in excess of INR 1,00,000 (Indian Rupees One Lakh only);
- (o) act in breach of any obligation or in contravention of any order of a Governmental Authority;
- (p) pay any employee compensation other than the current monthly payroll, raise or agree to raise anyone's compensation, or pay or agree to pay any bonus or other special compensation, except in accordance and consistent with the Company's normal and past practices;
- (q) Transfer or create any Encumbrance on the Shares or securities held by the Founders, except for the Transfer of Shares amongst the Founders which shall be disclosed to the Investors;
- (r) incur any capital expenditure commitment relating to its Business in aggregate exceeding INR 5,00,000 (Indian Rupees Five Lakhs only) (whether in aggregate or separately) unless mutually agreed to between the Investors and the Founders;
- (s) declare or pay any dividend or make any other distribution or payment in respect of any securities of the Company; and,
- (t) not agree or otherwise commit to take any of the actions described hereinabove.

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SCHEDULE 6

CONDITIONS PRECEDENT TO FIRST CLOSING

The obligation of the Investors to subscribe to the Investor Securities and remit the Subscription Amount to the Company is subject to the fulfilment to the Investors' satisfaction of the following Conditions Precedent to First Closing.

- (1) Investors shall have completed a business, financial and legal diligence of the Company's affairs and matters identified pursuant to the diligence exercise by the Investors as requiring remedy prior to the Closing Date shall have been remedied to the Investors' satisfaction.
- (2) The Company shall have obtained all corporate, governmental, management, third party and regulatory approvals that are necessary or advisable.
- (3) The Company shall have up to date records of all applicable statutory registers as required under Applicable Law including minutes of the board and Shareholders' meetings, relevant forms and other filings required with the registrar of companies.
- (4) There shall not have been, on or prior to the Closing Date, any event(s) or condition(s) of any character that constitutes or would reasonably be expected to constitute a Material Adverse Effect.
- (5) There shall have been no material adverse change in financial markets, or in the financial condition, operations and/or prospects of the Company in the sole discretion of the Investors
- (6) The Company shall have executed employment agreements with the Founders and the Key Managerial Personnel in the form and substance approved by the Investors, including approval of the remuneration of the Founders by the Investors.
- (7) Remuneration of the Founders and Key Management Personnel being agreed upon between the Investors and the Company.
- (8) No litigation, investigation or proceeding shall be existing/pending or threatened against any of the Founders or the Company.
- (9) The Company and the Founders shall have performed and complied with, in all respects, all the agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by it on or before Closing and shall have obtained all approvals, consents and qualifications necessary to complete the subscription and issue of the Investor Securities to the Investors.
- (10) The Company and the Founders shall have obtained all authorisations, approvals, permits, consents and waivers, necessary or appropriate, for (i) execution of the Transaction Documents, (ii) consummation of the transactions contemplated by the

Transaction Documents and the Company shall have provided the Investors with satisfactory evidence of such authorisations, approvals, permits, consents and waivers.

- (11) The Company shall have obtained approval of the Investors or its representatives to the form of Board and Shareholders' resolutions, Restated Articles and other documents necessary for the giving effect to the provisions of this Agreement including the director's appointment agreement to be executed with the Investor Director(s).
- (12) The Company shall have passed Board resolution confirming, ratifying and approving the execution of this Agreement and Shareholders Agreement by the Company.
- (13) The Company shall provide a valuation certificate prepared by an independent and duly qualified Chartered Accountant in accordance with the extant foreign exchange management regulations, and shall also provide a certificate to the Investors that the investment by the Investors is in accordance with extant foreign exchange management regulations.
- (14) The Investors being satisfied that there are no outstanding loans from the Founders, directors and their Affiliates and Relatives or any other investors, otherwise than up to a total extent of INR 44,00,000 (Indian Rupees Forty Four Lakhs only) of which an amount of INR 34,00,000 (Indian Rupees Thirty Four Lakhs only), which was provided post execution of the termsheet would be repaid by the Company to the Founder and the remaining INR 10,00,000 (Indian Rupees Ten Lakhs Only) would continue to stand as a loan in the books of accounts of the Company.
- (15) All domain names necessary for the Business beyond the ones currently owned by the Company being registered in the Company's name.
- (16) The Company and the Founder shall ensure all corporate actions, approvals and consents are undertaken to complete the transfer of shares to Mr. Rahul Jaimini including execution and stamping of the share transfer form and endorsement of the share certificates in favour of Mr. Rahul Jaimini.
- (17) The Company shall ensure that the share certificates issued to the first subscribers of the Company be validly stamped, sealed and executed in keeping with the applicable provisions of the Act.
- (18) The Company shall apply for the licenses and registrations under the following acts and legislations:
 - (a) The Karnataka Tax on Professions, Trade Callings and Employment Act, 1976
 - (b) The Karnataka Shops and Commercial Establishment Act, 1961 and Karnataka Shops and Commercial Establishment Rules, 1963
- (19) The Company and the Founders shall execute and submit the executed Management Rights Letter in the form and manner as captured in Annexure B of the Agreement, to Accel.

SCHEDULE 7

CONDITIONS SUBSEQUENT

The Company shall and the Founders shall cause the Company to complete the following to the Investors' satisfaction within the timelines specified for each of the following or such extended period as the Investors and the Founders may mutually agree:

- (1) procure key man insurance to the satisfaction of the Investors within 60 (Sixty) days of the First Closing Date covering each of the Key Managerial Personnel to the satisfaction of the Investors and Founders, subject to reasonable cost;
- (2) procure directors and officers insurance within 60 (Sixty) days of the First Closing Date for members of the Board to the satisfaction of the Investors, subject to reasonable cost;
- (3) formulate and adopt the ESOP Plan within 30 (Thirty) days of the First Closing Date in accordance with the terms of this Agreement and create an employee stock option pool representing 1765 options ;
- (4) appoint or ensure appointment of (as the case maybe) a statutory auditor of the Company, within 30 (Thirty) days of the First Closing Date;
- (5) appoint an internal auditor for the Company, within 30 (Thirty) days of the First Closing Date;
- (6) form an audit committee, within 30 (Thirty) days from the First Closing Date, to the satisfaction of the Investors;
- (7) adopt a human resources policy complying with all labour law requirements (including a leave policy, enquiry procedure, etc.), within 60 (Sixty) days from the First Closing Date, to the satisfaction of the Investors;
- (8) comply with all labour law related matters upon the same becoming applicable to the Company, specifically under the Employees State Insurance Act, 1948 and the Employees' Provident Funds and Miscellaneous Provisions Act, 1952;
- (9) Take necessary actions and make the necessary filings for the appointment of the Investor Director, as a director of the Company in accordance with Section 160 of the Act within 30 (Thirty) days from the First Closing Date;
- (10) The Company shall within 30 (thirty) days from the First Closing Date make an application to the relevant Governmental Authorities for obtaining all registrations, licenses required to run the Business.
- (11) The Company shall within 30 (thirty) days from the First Closing Date ensure that all Assets as may be required by the Investors are insured with a reputed insurer.

- (12) The Company must make an application for obtaining a certificate of registration under the Shops & Establishment Act, 1954 for all premises it operates and conducts its business from.

SCHEDULE 8

WARRANTIES

Except as set forth in the Disclosure Schedule and the updated Disclosure Schedule which may be given as on the Closing Date, the Company and the Founders hereby represent and warrant to the Investors as of the Execution Date and as of the Closing Date that the following statements are all true, correct and complete. It is agreed and understood that the representations and warranties set out below shall be read and interpreted in conjunction with the relevant provisions of the Disclosure Schedule (and the updated Disclosure Schedule, as the case may be) and to the extent an exception to a Warranty is disclosed in the Disclosure Schedule (and the updated Disclosure Schedule, as the case may be) and indicated as an exception to that particular Warranty, such exception shall not constitute a breach of the Warranty against which such specific disclosure has been made.

Each of the Warranties shall be construed as a separate Warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by inference from the terms of any other Warranties or any other terms of this Agreement.

1. Accuracy of Information

- 1.1. All the information contained in the Agreement is true, complete and accurate and does not omit to state a material fact required to be stated herein. All the information which has been given by or on behalf of the Company and/or the Founders to the Investors (or to any director, representative, agent or adviser of the Investors) with respect to the Company is true and accurate in all respects and the Founders are not aware of any circumstances which could adversely affect what is set forth herein. Where any Warranty or representation is qualified by the words "to the best knowledge of" or similar expressions, including references to "awareness", the same shall be deemed to be qualified by the words, "after due and careful inquiry made".
- 1.2. The Company or the Founders are not aware of any material facts or circumstances relating to the affairs of the Company which have not been disclosed to the Investors, which if disclosed, might reasonably have been expected to influence the decision of the Investors to subscribe to the Investor Securities on the terms contained in the Agreement or enter into the Transaction Documents.

2. Corporate Status and Authority

- 2.1. The Company is a body corporate duly incorporated and organized under the laws of India, having the full corporate power and authority under Applicable Law to enter into, execute and perform its obligation under the Transaction Documents and all other documents and instruments required to be executed pursuant thereto or in connection therewith, to own its Assets and carry on the Business as it is now being conducted, and is duly registered and authorized to do Business in every jurisdiction which, by the nature of its Business and Assets, makes registration or authorisation necessary.

- 2.2. Execution of the Transaction Documents and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, will constitute valid and binding obligations and be enforceable against the Company in accordance with their respective terms.
- 2.3. The Business and affairs of the Company have been conducted in accordance with its certificate of incorporation, Memorandum and Articles and true, complete and duly amended copies of the same have been provided to the Investors. Further, the Company does not carry on any business that will render the issue of Investor Securities to the Investors to be in violation of any Applicable Law.
- 2.4. The Company has not had, and does not have any Subsidiary.
- 2.5. **Founder Authorisation:** The Transaction Documents, having been duly executed by each of the Founders, constitute a legal, valid, and binding obligation on each of them and are enforceable against each of them in accordance with their terms. Each Founder has the power and authority to execute the Transaction Documents and perform and observe all their terms. No Founder is bound by any contract, which may restrict his right or ability to enter into or perform the Transaction Documents, or which would be breached as a result of execution and performance of the Transaction Documents.

3. Authorisations

- 3.1. All governmental authorisations, consents and approvals, and corporate approval, creditors' consent, shareholders' consent and other consents required under Applicable Law or under any contract or otherwise and required to be obtained by the Founders or the Company for the execution and performance of the Transaction Documents have been obtained, or granted and continue in force and the Company and the Founders have complied with all conditions attached to each such consent and/or approval.
- 3.2. Company is in compliance with all foreign exchange regulations and has made relevant filings/ declarations and has obtained requisite consents/ approvals under the said regulations with respect to its business;
- 3.3. The execution, delivery and performance by the Founders and the Company of the Transaction Documents and their compliance with the terms and provisions thereof;
 - 3.3.1. does not violate the certificate of incorporation, Memorandum and the Articles
 - 3.3.2. does not contravene any provision of any Applicable Law, or any order, writ, injunction or decree of any court or tribunal or Governmental Authority to which they are subject;
 - 3.3.3. does not result in the creation of any Encumbrance upon the Assets, properties and Shares of the Company, or prejudice any authorization, consent, license or registration that is required for Business of the Company;

- 3.3.4. does not conflict with, result in any breach of, or constitute a default under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any agreement, contract or permit which is applicable to the Company or any of the Founders, or by which any of the Assets of the Company may be bound; or
 - 3.3.5. does not constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other Applicable Law enacted for the protection of debtors or creditors.
- 3.4. The Company has not executed any prior agreements creating any special rights in favour of any other Person.

4. Share Capital and Shareholding

- 4.1. As on the Execution Date, the authorized share capital and issued, subscribed and paid up capital of the Company is as set out in **Part B of SCHEDULE 4**.
- 4.2. The aggregate number of the subscribed and paid-up Shares as set forth opposite the Company's Shareholders names in **Part B of SCHEDULE 4** represent all of the subscribed, paid-up and outstanding Shares and other Dilution Instruments of the Company. The Company has not issued any Shares or Dilution Instruments of any nature whatsoever other than the Shares issued and allotted to the Persons mentioned in **Part B of SCHEDULE 4** immediately prior to the Closing Date.
- 4.3. All of the issued and outstanding Shares are, and the Investor Securities shall be, when issued and delivered in accordance with the terms of the Agreement, duly authorized, validly issued, fully paid and non-assessable and free of pre-emptive rights and other Encumbrances. Upon issue and allotment of the Investor Securities (including the issue of Equity Shares on conversion of the Series A CCPS), the Investors shall have the marketable title to and shall be the sole legal and beneficial owner of such Shares free from any Encumbrance or Claim or demand of any description whatsoever.
- 4.4. The Company has not, nor has anyone on its behalf, done, committed or omitted any act, deed, matter or thing whereby the Investor Securities can be forfeited, extinguished or rendered void or voidable. Neither the Company nor the Founders nor anyone acting on behalf of the Company or the Founders has entered into or arrived at any agreement or arrangement, written or oral, with any Person, which will render the issue and allotment of any of the Investor Securities in violation of such agreements.
- 4.5. Neither the entry into, nor compliance with, nor completion under the Transaction Documents is likely to cause the Company and/or the Founders to lose the benefit of any right, credit or privilege the Company and/or the Founders presently enjoy.
- 4.6. Except as contemplated under this Agreement, there are no outstanding rights, plans, stock options, warrants, calls, conversion rights, re-purchase rights, redemption rights

or any contracts, arrangements, requirements or commitments of any character (either oral or written, firm or conditional) obligating the Company to issue, deliver, sell, purchase, re-purchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, re-purchased or otherwise acquired, any Equity Shares or any securities exchangeable for or convertible into the foregoing or obligating the Company to grant, extend or enter into any such contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such securities.

- 4.7. There are no outstanding options, rights of pre-emption, rights of first refusal, redemption rights, conversion rights or stock option, stock purchase, stock appreciation right, phantom stock option scheme or stock incentive schemes in favour of the Directors or employees of the Company.
- 4.8. There are no agreements voting trusts, understandings or commitments to which the Company or any of the Founders is a party in respect of any of the Shares of the Company or to create, issue or Transfer Shares for the conversions of any loan or borrowing into Equity Shares.
- 4.9. None of the Founders of the Company has transferred the Shares held by him/it in the Company by way of a gift or by any transaction that was less than the fair market value of the Shares as on the date of transaction.
- 4.10. The Company has not received any foreign direct investment from any of its existing shareholders.

5. Structure

- 5.1. The Company is not the holder or beneficial owner of any shares or other capital in any body corporate (wherever incorporated or not) and does not otherwise Control any Person, whether directly or indirectly, whether through the ownership of securities or through Control over composition of Board or by contract or proxy, or whether alone or in concert with others.
- 5.2. The Company is not a member of any partnership, joint venture, consortium, or other unincorporated association, body or undertaking in which it participates or is required to participate with any other Person in any business or investment.
- 5.3. Other than the Articles, there is no agreement (oral or written), arrangement, or understanding amongst the Founders or other Shareholders that governs their relationship vis-à-vis each other as Shareholders of the Company, or the Business and Control and management of the Company.
- 5.4. No Founder has any interest, direct or indirect, in any company or business which is or likely to be competitive with the Business of the Company.

6. Solvency

- 6.1. None of the following has occurred and is subsisting, or threatened, in relation to any of the Founders or the Company:
- 6.1.1. appointment of an administrator.
 - 6.1.2. an application or an order made, proceedings commenced, a resolution passed or proposed in a Notice of meeting or other steps taken for:
 - (a) the winding up, dissolution or administration of the Company; or
 - (b) a Founder or the Company entering into an arrangement, compromise or composition with or assignment of the benefit of its creditors or a class of them.
 - 6.1.3. A Founder or the Company :
 - (a) being (or taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or Claim which is the subject of a good faith dispute with regards to the business of the Company; or
 - (b) stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts;
 - 6.1.4. appointment of a receiver, receiver and manager, administrator and receiver or similar officer to any of the Assets and undertakings of any of the Founders or the Company;
 - 6.1.5. a Founder or the Company becoming bankrupt or insolvent or making an arrangement with his/its creditors generally or taking advantage of any statute for the relief of insolvent debtors.
- 6.2. Nothing has occurred and is subsisting, or is threatened in relation to the Founders or any of them, or the Company under Applicable Law of any jurisdiction which has a substantially similar effect to any of the paragraphs referred to in paragraph 6.1 above.
- 6.3. No Asset in which the Company has an interest in, or is currently acquiring an interest in, is liable to a Claim of a trustee in bankruptcy or of a liquidator.
- 6.4. None of the Founders has any outstanding Claim in respect of any of the Assets of the Company.

7. Financial Arrangements

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

- 7.2. The Company is not potentially liable for the obligations of any Person, nor is any Founder liable for the obligations of the Company.
- 7.3. The Company has not made any representation or given any undertaking to any Person in respect of the obligations or solvency of any other Person or in support of or as an inducement to or otherwise in connection with the provision of financial accommodation, whether or not considered by them to be legally binding.
- 7.4. The Company is not a party to any foreign currency transaction other than:
- 7.4.1. in the Ordinary Course of Business and in compliance with Applicable Laws;
and
- 7.4.2. consistent with past business practice.
- 7.5. The Directors have not given any personal guarantees or indemnifications on behalf of the Company, and vice-versa.
- 7.6. There is no other Claim, liability or Indebtedness of the Company, whether direct, indirect, contingent, absolute, accrued or otherwise, other than as disclosed in the Disclosure Schedule, nor is the Company aware of any condition, fact or circumstance that will create such Claim, obligation, liability or Indebtedness.
- 7.7. The total Indebtedness in respect of all deferred purchase price in respect of property or services and/or any security deposit or other retention amounts pursuant to contracts entered into by the Company is as set out in the Disclosure Schedule.
- 7.8. All the Indebtedness of the Company, if any, has been duly authorized by all necessary corporate actions and consents and the requisite filings / registrations in this regard have been duly complied with.
- 7.9. The Company does not have any liability or obligation (whether present, future or contingent) in respect of the Indebtedness of any other Person.
- 7.10. The Company has not provided or agreed to provide, any loan, credit, or financial assistance to any Person.
- 7.11. None of the amounts invested by the Company are the proceeds of illegal activities obtained by the Company in violation of any applicable anti-money laundering statute, and the rules and regulations thereunder.
- 7.12. All invoices with respect to its business operations are raised only in the name of the Company.
- 7.13. The money received by the Company by customers for availing the Company's services is in Indian Rupees and no other foreign currency.

8. Liabilities

- 8.1. There are no promissory notes, bills of exchange or other negotiable instruments outstanding, which have been drawn, accepted or endorsed by the Company, other than:
 - 8.1.1. in the Ordinary Course of Business; and
 - 8.1.2. consistent with past business practice.
- 8.2. The Company is in compliance with all applicable regulations, standards and requirements in respect of products and services now being supplied. There has been no waiver of compliance standards with respect to applicable regulations, standards and requirements.
- 8.3. No product or service supplied by the Company has:
 - 8.3.1. failed to comply with the express or to the best knowledge of the Company, implied terms of the agreement for sale or service or the requirements of any Applicable Law;
 - 8.3.2. failed to comply with the requirements of Applicable Law or the express or to the best knowledge of the Company, implied terms of any agreement to supply the services; or
 - 8.3.3. to the best knowledge of the Company, been supplied in a manner that would entitle the recipient to make a Claim against the Company.
- 8.4. The Company does not have any outstanding Claims relating to liability from any of its customers, and has not received any complaints from any of its customers in relation to quality of the service.
- 8.5. The Company has not received any Notice or order under the any legislation in relation to products or services of the Company.
- 8.6. Other than the receivables and payables set out in the Company's financial statements, there are no other receivables owed to, or payables owed by, the Company.
- 8.7. Neither the Company, nor to its knowledge, any of its Directors, officers, Board (supervisory and management) members or employees have made, directly or indirectly, any payment or promise to pay, or gift or promise to give or authorized such a promise or gift, of any money or anything of value, directly or indirectly, to:
 - 8.7.1. any official for the purpose of influencing any official act or decision of such official or inducing him or her to use his or her influence to affect any act or decision of a Governmental Authority; or
 - 8.7.2. any political party or official thereof or candidate of a political office for the purpose of influencing any official act or decision of such party, official or

candidate, official or candidate to use his or its influence to affect any act or decision of a Governmental Authority; or

8.7.3. in the case of both 8.7.1 and 8.7.2 above in order to assist the Company or any of its Affiliates to obtain or retain Business for, or direct Business to the Company or to any of its Affiliates, as the case may be. Neither the Company nor any of its directors, officers, Board (supervisory and management) members or employees have paid any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation.

9. Power of Attorney

9.1. There is no power of attorney or other authority in force by which a Person is able to bind, either any of the Founders with respect to the Company or, the Company.

10. Contracts and Commitments

10.1. The Company does not undertake any business other than the Business.

10.2. The Company is not a party to any deed, agreement, arrangement or understanding (written or unwritten) in terms of which it is or will be bound to share profits, pay any royalties or waive or abandon any of its rights.

10.3. The Company is not a party to any agreement or arrangement that establishes any franchisee arrangement.

10.4. There is no contract to which the Company is a party that:

10.4.1. is outside the Ordinary Course of Business or is otherwise unusual;

10.4.2. is incapable of being fulfilled or performed on time, or only with undue or unusual expenditure of money or effort;

10.4.3. provides that the Company or any other Person will act as distributor of goods or services or as agent for another Person;

10.4.4. has or is likely to have a material adverse effect on the financial or trading position or prospects of the Company; or

10.4.5. involves or is likely to involve obligations or liabilities which, by reason of their nature or magnitude, should reasonably be made known to any intending investor in the Company.

10.5. No contract, agreement or arrangement or understanding to which the Company and/or any of the Founders is a party restricts the freedom of the Founders or any member thereof, the Company, or that of any of its employees, to engage in any activity or business in any area.

- 10.6. There are no joint venture agreements, technical collaboration agreements, profit sharing agreements, or agreements relating to the options to acquire shares/interest in other companies or the Business.
- 10.7. No party to any contract entered into by the Company, and/or any of the Founders with respect to or involving the Company, is in default, or but for the requirements of Notice or lapse of time or both, would be in default and the default could be reasonably expected to have a material adverse effect on the Business, Assets or financial condition of the Company.
- 10.8. All security (including any guarantee or indemnity) held by the Company is valid and enforceable by the Company against the grantor in accordance with the terms of the security.
- 10.9. Neither the Company nor the Founders are aware that any party to a contract is likely to or is considering replacing or terminating the contract or to cease using the services supplied by the Company.
- 10.10. There is no contract to which the Company is, or may become, a party which is subject to any relevant public procurement laws in respect of which the Company or the Founders know or suspect that the appropriate procedures and rules have not been or are not being observed.
- 10.11. There is no contract that the Company is a party to that is not on arm's length terms.
- 10.12. All contracts entered into by the Company are adequately stamped as required under Applicable Law.
- 10.13. None of the Founders is a party to any agreement or arrangement with the Company or any third party with respect to the Company that is other than on an arm's length basis.
- 10.14. Neither the Company nor the Founders have been a party to any agreement, arrangement or practice which in whole or in part contravenes or is invalidated by any restrictive trade practices, fair trading, consumer protection or similar laws under the relevant jurisdiction or in respect of which any filing, registration or notification is required pursuant to Applicable Law (whether or not the same has in fact been made) and which would have a Material Adverse Effect on the Business and the Company.
- 10.15. Neither the Company nor any counter party is in violation of any material term or provision of any mortgage, Indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it is bound.
- 10.16. All the invoices raised by the Company with respect to its Business operations are issued in the name of the Company and all liability arising under any and all invoices shall be assumed by the Company.

11. Employees

- 11.1. The Company does not employ any contract labour.
- 11.2. There is not in existence any written or unwritten contract of employment or engagement with a director or an employee of the Company (or any contract for services with any Person) which cannot be terminated by 3 (Three) months' Notice or less without giving rise to a Claim for Damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal).
- 11.3. No amount due to or in respect of any Director or employee or former director or former employee of the Company is in arrears and unpaid other than his current salary or current contract fee for the relevant period as on the Execution Date and as on the Closing Date.
- 11.4. No Claims for Damages, arrears, Personal injuries or any other amounts have been made, or are threatened to be made, by any employees, officers or Director, against the Company.
- 11.5. The Company has, in relation to each of its employees and each of its former employees, complied in all material respects with all Applicable Law, regulations, collective agreements, orders, awards and codes of conduct and practice relevant to terms and conditions of service, and to the relations between it and its employees and any trade union, including, without limitation, payments of all statutory liabilities of the Company in a timely manner towards bonus, gratuity, provident fund, insurance, and similar requirements.
- 11.6. The Company does not have any employee stock option, stock purchase, and stock appreciation right or phantom stock option schemes for its employees.
- 11.7. No Director or employee of the Company:
 - 11.7.1. has been given an un-expired Notice terminating his contract of employment or engagement, as the case may be;
 - 11.7.2. has given Notice of termination of his employment or engagement in such capacity, and to the best of the knowledge, information and belief of the Founders and the Company, no such Person has any current intention of giving such Notice;
 - 11.7.3. is under Notice of dismissal; or
 - 11.7.4. has been terminated in circumstances which may give rise to a Claim against the Company in relation to loss of office or termination of employment (including, without limitation, redundancy) or engagement.
- 11.8. There are no investigations (existing or threatened) by any concerned department/s of labour.

- 11.9. There are no matters as regards industrial relations affecting the Company, which are or have been referred to the concerned departments of labour or any other similar government agency for advice, conciliation or arbitration.
- 11.10. There are no policies, practices, procedures or proposed programmes in relation to redundancy.
- 11.11. There are no payments, loans, or other enhanced benefits, which have been promised to the employees or paid to former employees from the time of incorporation of the Company, where such payments exceed the level of the statutory redundancy payment and there are no details of any compensation calculation formula or selection criteria adopted by the Company in this respect.
- 11.12. There are no employees who belong to any particular trade union or staff associations, which affect employees or any standing elected employee representative who have been provided with information or consulted with in the past.
- 11.13. There are no trade unions recognised by the Company and there are no collective agreements or other arrangements, agreements, understandings or any sole bargaining / collective bargaining arrangements between the Company and trade unions. The Company is not a party to any agreement with any industrial organisation in respect of its employees and their employment or engagement.
- 11.14. There are no existing or potential disputes with former employees.
- 11.15. None of its employees has any outstanding dispute with or Claim against the Company. The Company is not involved in and there are no present circumstances which are likely to give rise to any industrial or trade dispute or any dispute or negotiation regarding a Claim of material importance with any employee, trade union or association of trade unions or organisation or body of employees.
- 11.16. There are no judgments, orders, recommendations or declarations made against the Company by any court, tribunal or arbitrator in any litigation relating to employees or former employees or any employment matter inclusive of but not limited to dismissals made by the Company.
- 11.17. With the exception of any remuneration owing or benefits to be provided to employees in accordance with the normal payment or provision of such benefits or payments weekly or monthly in arrears, there are no sums or benefits, which are outstanding and owing or required to be provided to any employee.
- 11.18. There have not been any matters brought to the attention of the Company by safety representatives, safety committees, health and safety inspectors or employees or personal injury Claims made against the Company from the time of incorporation of the Company.
- 11.19. There have been no instances of the following:

- 11.19.1. periods of lay-offs and short-time working;
 - 11.19.2. employees who work under two or more employment contracts;
 - 11.19.3. employees or other individuals providing their services to the Company, but employed by an entity other than the Company;
 - 11.19.4. any arrangement under which any employee has agreed to waive any benefits (whether regarded by the Company as contractual or otherwise);
 - 11.19.5. any loans by or guaranteed by the Company or any Founders to the employees;
 - 11.19.6. any compensation or other severance payments agreed to be paid to any former director or employee but which remains unpaid to date;
 - 11.19.7. any violations of confidentiality, non-competition or inventions regarding the agreements between employees and their prior employers.
- 11.20. To the best of Company's knowledge, no employee of the Company is obligated under any contract or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with the use of his or her efforts to promote the interests of the Company or that would conflict with the Business as currently conducted. To the best of Company's knowledge, neither the execution nor delivery of this Agreement, nor the carrying on of the Business by the employees of the Company, nor the conduct of the Business as presently conducted, will, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated.
- 11.21. No employee, officer, Director or Shareholder of the Company or any of such Person's Relative is indebted to the Company, nor is the Company committed to make loans or extend or guarantee credit to any of them other than (i) for payment of salary for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of the Company and (iii) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under any stock option plan approved by the Company's Board of Directors and stock purchase agreements approved by the Company's Board of Directors).
- 11.22. To the best of the Company's and the Founders' knowledge, none of the employee, officer, director or shareholder of the Company has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except in connection with the ownership of stock in publicly-traded companies.

- 11.23. To the best of the Founders' knowledge and the Company's knowledge, no employee, officer, Director or Shareholder, nor any of their immediate family members, is, directly or indirectly, interested in any contract with the Company (other than such contracts as related to any such Person's ownership of capital stock or other securities of the Company).
- 11.24. The Company is not in violation of any of the extant labour regulations of India with regard to employment of any expatriate employee.

12. Authorisations for carrying on Business

- 12.1. The Company has obtained all necessary authorisations, consents, licences and registrations as required by law to carry on the Business properly. In respect of each such authorisation:
- 12.1.1. all fees due have been paid;
 - 12.1.2. all conditions have been duly complied with; and
 - 12.1.3. neither any of the Founders nor the Company is aware of any factor that might prejudice its continuance or renewal.
- 12.2. The Company is not subject to any current, pending or potential enforcement proceedings, including criminal prosecutions, administrative proceedings, appeals, statutory enforcement Notices, orders, civil litigation and outstanding insurance Claims involving any environmental or health and safety issues.
- 12.3. The Company is not in violation of any Applicable Law, and no material expenditures are or will be required in order to comply with any Applicable Law.

13. Assets

- 13.1. Each and every asset (including but not limited to tangible, intangible, movable or immovable Assets) used by the Company:
- 13.1.1. is reflected in the financial statements of the Company;
 - 13.1.2. is consistent with its age, in good repair and condition;
 - 13.1.3. is in satisfactory working order;
 - 13.1.4. has been properly and regularly maintained and serviced;
 - 13.1.5. is not dangerous or unsuitable for the purpose for which it is used;
 - 13.1.6. is capable of doing the work for which it was designed or purchased and will be capable (subject to fair wear and tear) of doing so over the period of time in

which it will be written down to a nil value in the accounts of the Business under the Company's current accounting policies;

13.1.7.is not surplus to the requirements of the Business; and

13.1.8.is recorded in the fixed Assets register in respect of the Business.

- 13.2. There are no liens, hypothecation or any other third party or creditor Claims against any of the Assets (including but not limited to tangible, intangible, movable or immovable Assets) of the Company and all the Assets (including but not limited to tangible, intangible, movable or immovable Assets) of the Company are free from all encumbrances or third party or creditor Claims.
- 13.3. The Company is the absolute owner of its proprietary information and there is no infringement of third party Proprietary Rights.

14. Compliance with Legislation and Absence of Litigation

- 14.1. Neither the Company nor any of the Founders, nor to the best of Company's and Founders' knowledge, any of the Company's officers, agents or employees, has committed or omitted to do any act or thing the commission or omission of which is in contravention of any Applicable Law in respect of the Company, including any legislation.
- 14.2. The Company does not have any Claims or liabilities arising or any actions, investigations, orders from any Governmental Authority with respect to any research, test or business activity undertaken by the Company.
- 14.3. The Company, is not aware of, nor has it received any Notice of any action or investigation or other proceedings of any nature whatsoever, by any Governmental Authority or any other Person which would restrain, prohibit or otherwise challenge or impede the transactions contemplated by the Transaction Documents or would be likely to have a Material Adverse Effect on the Company or the Business or is with respect to an alleged or actual violation and/or failure to comply with any Applicable Law, or constitutional document, or require the Company to take or omit any action.
- 14.4. Neither the Company nor any Person, for whom it may be vicariously liable, is or has been engaged in any prosecution, litigation, arbitration proceedings or administrative or governmental investigation or challenge as plaintiff, defendant, and third party or in any other capacity. There are no such matters pending or, to the best knowledge of the Founders, threatened in respect of which verbal or written communication has been given or received by or against the Company. There are no facts or disputes which may or might give rise to any such matters.
- 14.5. There is no allegation or complaint or report that the Business has been conducted otherwise than in accordance with Applicable Law.

- 14.6. There are no investigations pending or to the best of Company's knowledge threatened in respect of the Company by any Governmental Authority.
- 14.7. The Company is not subject to any order, waiver, declaration, exemption or Notice granted or issued by any governmental, administrative or regulatory body.
- 14.8. The Company is not involved in any dispute, whether as claimant or defendant, involving more than INR 1,00,000 (Indian Rupees One Lac only) individually, or which has or is likely to have a Material Adverse Effect on the Business and/or its Assets.
- 14.9. There is no litigation, arbitration, administrative or criminal proceedings, pending, threatened or expected, involving the Company or any past or present directors, officers or employees of the Company where the amount Claimed by or against the Company is, or is likely to be, more than INR 1,00,000 (Indian Rupees One Lac only) individually, or the proceedings have had or are likely to have a Material Adverse Effect on the Business of the Company.
- 14.10. There is no order or direction of any court, tribunal, governmental or statutory authority made and currently in force against the Company.
- 14.11. No court, tribunal, governmental or statutory authority has issued any judgment, order, injunction, or decree, which has or is likely to have a Material Adverse Effect on the Business and/or Company's Assets.
- 14.12. There is no undertaking in existence given by the Company to any court or governmental agency or other authority.
- 14.13. Neither the Company nor the Founders have committed:
- 14.13.1. any criminal or unlawful act;
 - 14.13.2. any breach of fiduciary obligation under Applicable Law; or
 - 14.13.3. any material breach of contract or statutory duty or any tortious act which could entitle any third party to terminate any contract / agreement to which the Company is a party, or which could have a Material Adverse Effect on the Company or the Business.

15. Governmental Approvals

- 15.1. The Company possesses all mandatory approvals required under Applicable Law for the conduct of or operation of its Business and activities as currently conducted or for ownership of its Assets. The Company is not required to obtain any approvals that are otherwise required for the Business or ownership or operations of its Assets. The Company has performed all its obligations under each approval and is in compliance with all conditions in each such approval. No event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would

constitute a breach or default under, or which would allow revocation or termination of, any such approval. Neither the Company nor any Founder has received notice of cancellation, default or dispute concerning or amendment or modification of any such approval. All such approvals as are required to carry on the Business shall subsist after the Closing Date subject to their terms.

16. Proprietary Rights

- 16.1. The Company owns all Proprietary Rights internet domain names, confidential information used by the Company without any Claims or Encumbrances of any manner. All Proprietary Rights are validly assigned or registered in the name of the Company.
- 16.2. The Company to its best knowledge does not infringe nor is it alleged that the Company infringes or wrongfully uses any confidential information or Proprietary Rights.
- 16.3. The Company does not carry on Business under any name other than its corporate name.
- 16.4. No one has been licensed, authorized, or permitted by the Company to use a name incorporating all or part of the names of the Company or any Business names.
- 16.5. The Company owns and is in the possession and control of original copies of all manuals, guides, instruction books and technical documents (including any corrections and updates) required for effective operation of the hardware and software.
- 16.6. The Company has appropriate disaster recovery systems in place in respect of hardware and software used in its business.
- 16.7. There are no current, pending or to the best of Company's knowledge threatened actions being brought by the Company against the third parties or by any third party against the Company for infringement of Proprietary Rights, passing-off, misuse of confidential information or breach of confidentiality and no such Claims have been settled by giving any undertaking which remains in force.
- 16.8. The Company does not believe it is or will be necessary to use any inventions of any of its employees made prior to their employment by the Company.
- 16.9. No claims have been made or threatened by present employees or ex-employees of the Company under any statutory inventor compensation provision, or like employee compensation provision, in any jurisdiction.
- 16.10. The Company is not in default under any licence, sub licence or assignment granted to it in respect of any Proprietary Rights used in relation to its Business.

- 16.11. Where information of a confidential nature has been developed or acquired by the Company for the purposes of its Business prior to the date hereof, such information (except insofar as it has fallen into the public domain through no fault of the Company) has been kept strictly confidential and has not been disclosed otherwise than subject to an obligation of confidentiality being imposed on the Person to whom the information was disclosed. The Company is not aware of any breach of such confidentiality obligations by any third party

17. Records and Corporate Matters

- 17.1. All accounts, books, ledgers, and financial and all other records of the Company:
- 17.1.1. have been fully and properly maintained and contain complete and accurate records in all material respects of all the matters required to be entered in them by Applicable Law;
 - 17.1.2. do not contain or reflect any material inaccuracies or discrepancies;
 - 17.1.3. give a true and fair view in all material respects of the trading transactions, state of affairs, results, financial and contractual position and Assets and liabilities of the Company;
 - 17.1.4. have been prepared in accordance with applicable accounting standards in the place of incorporation of the Company; and
 - 17.1.5. are in the possession (either by itself or through its registered agent) and unqualified Control of the Company.
- 17.2. Accurate and up to date copies of the Memorandum and Articles or other constituent documents of the Company are in the possession of the Company (either by itself or through its registered agent), and have been provided to the Investors, or its advisers or other representatives.
- 17.3. **Meetings of Board and Shareholders.** The Company has complied with and are complying with all requirements of the Act and the relevant charter documents for validly conducting the meetings of the Board and its members, and have duly reflected the proceedings of the meetings in the respective minutes.
- 17.4. All documents required to be filed with any governmental regulatory body under any Applicable Law have been duly filed, without delay, and without any liability in the event of the delay.
- 17.5. The statutory registers and books including the minute books and register of members of the Company has been properly and accurately maintained and written up to date in all respects and contain full and accurate records, including of existing Shareholders (whether legal or beneficial owners) and Directors of the Company, of all resolutions passed by the Directors and the Shareholders of the Company, and all issuances and Transfers of Shares or other securities of the Company.

18. Taxation

- 18.1. The accounts contain provisions adequate to cover Taxes for or in respect of the Company for all periods up to the date of execution of the Agreement. No additional or other Taxes are or will be payable (whether on, before or after Closing) by the Company in respect of periods prior to Closing Date.
- 18.2. The Company is not subject to any Tax audit or Tax Claims or liabilities. The Company has no Notice of any Tax disputes or other liabilities of Taxes in respect of which a Claim has been made or Notice has been issued against the Company.
- 18.3. No additional liability for Tax has accrued to the Company otherwise than as a result of trading activities in the Ordinary Course of Business.
- 18.4. The Company has deducted all Taxes required to be deducted from any payments made by it.
- 18.5. All Taxes which have been or deemed to have been assessed or imposed on the Company, or have been required to be withheld from any payment made by the Company to another Person:
 - 18.5.1. which are due and payable, have been paid by the final date for payment by the Company; and
 - 18.5.2. which are not yet payable but become payable before Closing, are set apart to be paid by the due date.
- 18.6. All particulars given to any taxation authority in connection with or affecting any application for any ruling, consent or clearance on behalf of the Company fully and accurately disclose all facts and circumstances material for the decision of the taxation authority. Each ruling, consent or clearance is valid and effective. Each transaction for which that ruling, consent or clearance had previously been obtained has been carried into effect in accordance with the terms of the relevant application, ruling, consent or clearance.
- 18.7. All necessary information, Notices, computations and returns have been properly and duly submitted by the Company to each relevant taxation authority in respect of Taxes for or in respect of the Company for all periods up to the Closing Date. There is no unresolved correspondence or dispute with any taxation authority in relation to an alleged breach of Applicable Law. Neither any taxation authority nor any other fiscal authority has at any time carried out or at present conducting any investigation into all or any part of the Business or affairs of the Company. The Company and the Founders are not aware of any reason owing to which any such investigation would be initiated.
- 18.8. The Company maintains and has retained in all material respects for the period required by Applicable Law:

- 18.8.1. accurate records of all Assets for taxation purposes;
 - 18.8.2. without limiting the generality of the foregoing, accurate records of all information relating to those Assets for taxation purposes; and
 - 18.8.3. all other records that the Company is required to maintain under Applicable Law relating to Taxes.
- 18.9. The Company is not a party to any transaction or arrangement existing at the time of signing of the Agreement, which is not of an arm's length nature or not made in connection with its Business.
- 18.10. All stamp duty and other similar tax payable in respect of every contract, agreement or transactions to which the Company is or has been a party, or by which the Company derives, has derived or will derive a substantial benefit, have been duly paid. No contract or agreement is unstamped or insufficiently stamped. No event has occurred as a result of which any duty has become payable, from which the Company may have obtained relief.
- 18.11. The Company has not received any monies towards the services rendered by the Company for the previous Financial Year since the time of incorporation. The Company has therefore not applied for a Service Tax Registration as on date.

19. Financial Statements

- 19.1. The accounts have been prepared in accordance with the Applicable Law and applicable accounting standards:
- 19.1.1. show a true and fair view in all material respects of the Assets and liabilities and of the state of affairs, financial position and results of the Company;
 - 19.1.2. show a true and fair view in all material respects of the profit or loss of the Company;
 - 19.1.3. are not affected by any abnormal or extraordinary item;
 - 19.1.4. take account of all gains and losses, whether realised or realisable, arising from foreign currency transactions and on translation of foreign currency financial statements;
 - 19.1.5. include reserves and provisions for taxation that are sufficient to cover all tax liabilities of the Company;
 - 19.1.6. provide for all liabilities for long service leave and annual leave entitlements;
 - 19.1.7. provide for all other liabilities (whether quantified, contingent or otherwise) of the Company; and

19.1.8.give full particulars in the notes of all contingent liabilities and commitments and any other liabilities which cannot be quantified.

19.2. Trade Debts

19.2.1.The receivables owing from trade debtors included in the audited accounts owed to the Company have realised or will be realised in the Ordinary Course of Business (but in respect of each debt, no later than 90 (Ninety) days after it first arose).

19.2.2.Each receivable (other than those due from trade debtors) shown as an asset of the Company in the audited accounts represent *bona fide* sales made in Ordinary Course of Business.

19.2.3.The receivables owing from trade debtors owed to the Company at the Closing Date (other than debts included in the audited accounts) will be realised within 90 (Ninety) days of the date of invoice.

19.2.4.Each receivable (other than those due from trade debtors) shown as an asset of the Company in the financial statements is a valid and subsisting debt and the Company will realise the nominal amount of the debt (and all interest and other charges payable) in accordance with its terms.

19.2.5.The receivables (other than those owing from trade debtors) owed to the Company at the Closing Date be realised within 90 (Ninety) days of the date of invoice.

19.2.6.No receivable owed to the Company has been written down or written off.

19.3. The profits or losses of the Company shown in the accounts have not, to any material extent, resulted from:

19.3.1.inconsistencies of accounting practices;

19.3.2.the inclusion of abnormal or extraordinary items of income or expenditure;

19.3.3.transactions entered into other than on normal commercial terms; or

19.3.4.any other factors rendering the profits or losses for all or any of those periods abnormally high or low.

19.4. Each of the following is true and reflected in the accounts:

19.4.1.Redundant, obsolete, excessive and slow moving inventories of the Company have been written off or written down to an amount not greater than their net realisable value in the Ordinary Course of Business.

- 19.4.2. The basis of valuation for inventories as set out in the accounts has remained substantially the same in respect of the commencement and end of each of the accounting periods of the Company from the Company's date of incorporation.
- 19.4.3. The rate of depreciation applied to each item of property, plant and equipment has been consistently applied over previous accounting periods of the Company.
- 19.4.4. The value attributed to each fixed asset of the Company does not exceed its current market value.
- 19.5. The Company has not or is not engaged in financing of a type which is not required to be shown or reflected in the audited accounts.
- 19.6. There is no set off arrangement between the Company and any other Person.
- 19.7. The Company has not borrowed any amounts from any persons other than its members.

20. Related Party Transactions

- 20.1. The Company, or the Founders with respect to the Company, have no transactions with any Related Party other than on arm's length basis and all transactions entered into by the Company with Related Parties are in compliance with Applicable Laws (including the Act).
- 20.2. There exist no guarantees or other similar commitments given by the Company for the performance of obligations of any of the Founders.

21. Property

- 21.1. The property at No: 806, 5th Cross, 4th Block, Koramangala, Bangalore - 560034, Karnataka, India and 657, 5th A Cross, 6th Block, Koramangala, Bangalore-560095, Karnataka comprise the leasehold premises, used and/or occupied by the Company as on date ("**Property**"). Other than the Property, the Company does not own or lease any immovable property.
- 21.2. The Company has a valid freehold or leasehold interest, as the case may be, in the Property.

22. Information Technology Matters

- 22.1. The use of the computer systems by the Company and/or the Founders does not infringe the Proprietary Rights of any third party. The Company and/or the Founders has exclusive control of the operation of the Company's computer systems and of the storage, processing and retrieval of all data stored on the Company's computer systems and any Proprietary Rights in such data are owned solely by it.

- 22.2. All the records and systems (including but not limited to computer systems) and all data and information relating to the Company are recorded, stored, maintained or operated or otherwise held by the Company and are not wholly or partly dependent on any facilities which are not under the exclusive ownership or control of the Company.
- 22.3. The Company is licensed to use all software necessary to enable it to continue to use its computerised records for the foreseeable future in the same manner in which they have been used prior to the date of this Agreement and does not share any user rights in respect of such software with any other Person.
- 22.4. The Company's information technology systems have not failed and the data which they process has not been corrupted. To the best of Company's knowledge, the Company's information technology systems do not contain viruses, bugs or things which distort their proper functioning, permit unauthorised access or disable them without the consent of the user.

23. Environment Matters

- 23.1. The Company has complied and is in compliance with all applicable environmental laws and has obtained and is in compliance with all applicable environmental permits. No notice of violation, notification of liability or request for information has been received by the Company, and no litigation is pending or to the knowledge of the Company or the Founders threatened by any Person involving the Company relating to or arising out of any environmental law. No order has been issued, no penalty or fine has been assessed involving the Company relating to or arising out of any environmental law.
- 23.2. Neither the Company nor to the knowledge of the Company or the Founders any other Person has caused or taken any action that could reasonably be expected to result in any liability or obligation relating to (x) the environmental conditions at, on, above, under, or about any Properties or assets currently or formerly owned, leased, operated or used by the Company or any predecessors in interest, or (y) the past or present use, management, handling, transport, treatment, generation, storage, disposal, release or threatened release of hazardous substances.
- 23.3. No construction or capital expenditure is required in respect of the properties and assets of the Company in order to comply with any environmental law.
- 23.4. The projections and forecasts in the business plan and the Budget make full provision for the costs of compliance by the group with all environmental law of which the Founders or the Company are aware (including any environmental law which the Founders or the Company know is scheduled to come into force during the period covered by the business plan and the Budget).
- 23.5. So far as the Founders and Company are aware, each group company has complied with, and continues to comply with, environmental law.

24. Independent Warranties

- 24.1. For avoidance of doubt, the foregoing Warranties shall be separate and independent, and save as expressly provided shall not be limited by reference to any other Clause, clause or anything in this Agreement or its Annexures or Schedules.

Signature Pages Follow

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

For the within-named Company

M. Sridhar



Name: SRIHARSHA MAJETY
Title: DIRECTOR

[Intentionally Left Blank]

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

For the within-named SAIF Partners India V Limited

N. Veeramani


Name: **NAIKEN VEERASAMY**

Title: **DIRECTOR**

[Intentionally left blank]

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

For the within-named Investor- Accel India IV (Mauritius) Limited



Name: Aslam Koomar

Title: Director

[Intentionally left blank]

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

For the within-named Founder

M. Sriharsha Majety

Sriharsha Majety

[Intentionally left blank]

IN WITNESS WHEREOF, the aforementioned Party has signed and executed this Agreement and all the original copies hereto, on the date first above written.

For the within-named Founder



Lakshmi Nandan Reddy Obul

[Intentionally left blank]

IN WITNESS WHEREOF, the aforementioned Party has signed and executed this Agreement and all the original copies hereto, on the date first above written.

For the within-named Founder



Rahul Jaimini

ANNEXURE A**DISCLOSURE SCHEDULE**

The Founders and the Company make the following specific disclosures constituting exceptions to the specific Warranties set out in the **Schedule 8**.

These disclosures are made by reference to the specific Warranties in respect of which the disclosure is made. Unless otherwise defined, all capitalized terms used in this Annexure shall have the same meaning assigned to them in this Agreement.

This Disclosure Schedule may be replaced by an updated Disclosure Schedule as per Clause 7.4 of the Agreement and shall be incorporated herein by reference as Annexure A to this Agreement.

Clause reference to Schedule 8	Disclosures
3.1, 8.2,11.5, 12.1, 12.3, 15.1, 14.1, 17.4	The shops and establishment certificate, Professional Tax have just been just initiated. The company is yet to initiate the registrations related to PF and ESI registrations
4.6, 11.6	The company has allocated 1765 options to ESOP Plan as indicated in Schedule 4 Part B
4.9	Srisharsha Majety and Lakshmi Nandan Reddy Obul have each transferred 1350 and 650 shares each to Rahul Jaimini as of 1 st October 2014 at face value of INR 10/- . The company has not procured any valuation certificate to establish the fair market value of the shares at this point.
5.2	The company has entered into agreements with restaurants by to partner with them to sell their food online and then deliver it to customers.
7.6, 11.3	The directors have provided the Company with unsecured loans to the following extent. Srisharsha Majety - 30 Lakhs. Lakshmi Nandan Reddy Obul - 9 Lakhs. Rahul Jaimini - 5 Lakhs
7.7	The Rental agreement in relation to the Company's office at No: 806, 5 th Cross, 4 th Block, Koramangala, Bangalore - 560034, Karnataka, India requires the Company to pay a deposit of INR 4.5 Lakhs before 28 th February 2015. The Rental agreement in relation to the Company's office at 657, 5 th A Cross, 6 th Block, Koramangala, Bangalore, Karnataka, India is requires the Company to pay a deposit of INR 6.6 Lakhs which is unpaid as of date. The company is required to make monthly payments to Unicus Web Designing Private Limited at a rate of INR 1,20,000/- per person delivering technology development services to the Company. This agreement is for a period of 3 months from 30 th December. The agreement with IndigoEdge Management Consultancy Pvt Ltd requires the company to pay a transaction advisory fee of INR 5,00,000/- post completion of the transaction.

7.10, 11.19.5	There is salary advance given to employees which amounts to less than INR 50,000
8.4	The company has received complaints related to the service provided through its social media page.
10.2	Company has entered into agreements with PayU and Mswipe where it needs to pay a fee of 1-2% for collections through mobile POS or payment gateway. Company has entered into agreements with restaurants where it collects the cost of food delivered from the customers and pays the restaurants an amount less the Company's commission as agreed with each restaurant.
10.4.1	Company had contracts with BlueDart, Aramex, DTD from the period prior to August 2014 when the company was trying to aggregate courier options for e-commerce players
13.1.1	Assets including bikes used by Delivery partners and Laptops used by employees are leased by the company and not on the books of the company.
14.12	The company has made declarations as required under the law while registering for the Shops & Establishment Act
16.3	The company operates under the brand Swiggy with our consumer facing portals (swiggy.in, swiggy.co.in, and swiggy.com). We have filed a Trade Mark for this brand.
16.4	Restaurants are authorized to use our names as delivery partner. The delivery partners are authorized/required to use the name Swiggy as they are carrying part of the service on our behalf
16.6	The company currently does not backup local disks of laptops and desktops used. In lieu of the same all the business critical information is stored in cloud servers by third party service providers which guarantees reliability and durability
18.10	The contracts entered into with Restaurant partners, Mswipe and PayU are not stamped. The contracts entered into with BlueDart, Aramex, DTD from the period prior to August 2014 when the company was trying to aggregate courier options for e-commerce players have also been not stamped
22.2	The Company's customer facing websites and business critical information is hosted in cloud servers by third party service providers which guarantees reliability and durability

ANNEXURE B
MANAGEMENT RIGHTS LETTER

(On the Company's Letterhead)

[•] (*Insert date*)

To,

Accel India IV (Mauritius) Limited / Accel India IV L.P ("**Investor**")

C/o ACCEL PARTNERS
Attn.: General Counsel
428, University Avenue
Palo Alto, California 94301, United States

Sirs and Madams,

Subject: Management Rights

This letter will confirm our agreement that pursuant to, and effective as of, your subscription to _____ (_____ *Only*) Series A CCPS and Equity Shares of **Bundl Technologies Private Limited** (the "**Company**"), Investor shall be entitled to the following contractual management rights, in addition to any rights to non-public financial information, inspection rights and other rights specifically provided to all investors in the current financing:

1. Investor shall be entitled to consult with, and advise management of the Company on significant business issues, including management's proposed annual operating plans, and management will meet with you regularly during each year at the Company's facilities at mutually agreeable times for such consultation and advice and to review progress in achieving said plans.
2. Investor may examine the books and records of the Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company's financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided.
3. If the Investor is not represented on the Company's board of directors, the Company shall give a representative of the Investor, copies of all notices, minutes, consents and other material that the Company provides to its directors, except that the representative may be excluded from access to any material or meeting or portion thereof if the Company believes, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information or for other similar reasons. Upon reasonable notice and at a scheduled meeting of the Board or such other time, if any, as the Board may determine in its sole discretion, such representative may address the Board of Directors with respect to Investor's concerns regarding significant business issues facing the Company.
4. Investor agrees, and any representative of Investor will agree, to hold in confidence and trust and not disclose any confidential information provided to or learned by it in connection with its rights under this letter.

5. The rights described herein shall terminate and be of no further force or effect upon (a) the consummation of the sale of the Company's securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with a firm-commitment underwritten offering of its securities to the public or (b) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (A) the reincorporation of the Company in a different state or (B) the formation of a holding company that will be owned exclusively by the Company's stockholders and will hold all of the outstanding Shares of capital stock of the Company's successor. The confidentiality provisions hereof will survive any such termination.

Yours truly,
For and on behalf of Company

Name: _____
Title: Director

Agreed and Accepted:
For and on behalf of **ACCEL INDIA IV (MAURITIUS) LIMITED**

Name:
Title:

ACCEL INDIA IV L.P.
By: Accel India IV Associates L.P.
Its: General Partner
By: Accel India IV GP Associates Ltd
Its: General Partner

By: _____
Attorney-in-Fact