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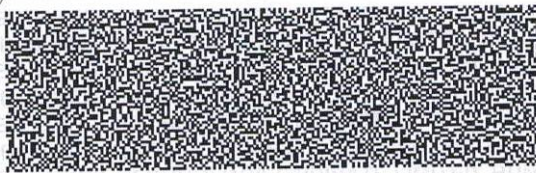
INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA36488870447168U
Certificate Issued Date : 04-Jun-2022 04:47 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0897487802522858U
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : DEED OF ADHERENCE
Consideration Price (Rs.) : 0
(Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : TIMES INTERNET LIMITED
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEED OF ACCESSION AND ADHERENCE

This **DEED OF ACCESSION and ADHERENCE TO THE SHAREHOLDERS' AGREEMENT** (the "**Deed**") is made this June 14, 2022 ("**Execution Date**").

BETWEEN

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

AND

- (2) **TIMES INTERNET LIMITED** company incorporated under the laws of India, having its registered office at Express Building, 9-10 Bahadurshah Zafar Marg, New Delhi, 110002, India, India (hereinafter referred to as the "**Acceding Party**", which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its successors and permitted assigns);

AND

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

AND

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

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

WHEREAS:

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

- (B) Pursuant to the Business Transfer Agreement dated May 12, 2022 entered into *inter alios* between the Acceding Party and the Company (“**BTA**”), the Company has agreed to issue and allot to the Acceding Party 1,80,11,135 (One Crore Eighty Lakh Eleven Thousand One Hundred and Thirty Five) Equity Shares of the Company in a manner provided in the BTA, and having rights, obligations terms and conditions as provided under this Deed *read with* the Shareholders’ Agreement (“**TIL Equity Shares**”).
- (C) Accordingly, the Parties are desirous of executing this Deed and agree to be bound by and be subject to the terms and conditions of the Shareholders’ Agreement pursuant to this Deed becoming effective. In accordance with the Shareholders’ Agreement, the Parties hereby have agreed to enter into this Deed to amend and supplement the understanding contained in the Shareholders’ Agreement and to make the Acceding Party, a party to the Shareholders’ Agreement and accordingly set out the rights and obligations in this regard. Immediately upon the completion of the TIL Closing (*as defined herein after*), the Acceding Party shall, without any further act or deed, become party to the Shareholders’ Agreement.

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

1. Definitions and Interpretation. In this Deed, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Shareholders’ Agreement.
2. Effective Date. This Deed, other than Clauses 1, 2, 6 to 11 and 13 to 18 (“**Immediately Effective Clauses**”) shall become enforceable and effective on and from the date on which the TIL Equity Shares are issued and allotted to the Acceding Party in accordance with the BTA (“**TIL Closing**”). The Immediately Effective Clauses shall be enforceable and effective with effect from the Execution Date.
3. Enforceability and Accord of Rights.
 - 3.1. With effect from the date of occurrence of the TIL Closing (“**TIL Closing Date**”), the Acceding Party shall be deemed to be a signatory to the Shareholders’ Agreement and shall be considered an ‘Investor’ under the Shareholders’ Agreement and on and from the TIL Closing Date, the Acceding Party shall be entitled to all the rights and benefits available to an ‘Investor’ as set out in the Shareholders’ Agreement, to the extent of its shareholding in the Company. For the avoidance of doubt, if the Acceding Party satisfies the Eligibility Condition to qualify as an ‘Eligible Investor’ for any particular provision of the Shareholders’ Agreement, the Acceding Party will be an ‘Eligible Investor’ for such provision. Notwithstanding anything to the contrary in this Deed or the Shareholders’ Agreement, the Acceding Party’s information rights under the Shareholders’ Agreement (including clause 3 thereof) shall be subject to the additional limitations and restrictions set forth in clause 8.3 of the BTA.
 - 3.2. Each of the Executing Investors, the other Investors, the Company, the Shareholders and the Founders shall be entitled to enforce the provisions of the Shareholders’ Agreement against the Acceding Party in accordance with the terms and conditions included thereunder, whether or not they have executed this Deed. The Acceding Party shall be entitled to enforce the provisions of the Shareholders’ Agreement against the other parties to the Shareholders’ Agreement, including the Executing Investors, the other Investors, the Company, the Shareholders and the Founders, in accordance with the terms and conditions included thereunder, whether or not they have executed

this Deed.

- 3.3. Upon the occurrence of the TIL Closing, the Articles shall be amended to the extent necessary to give effect to the provisions of this Deed.
- 3.4. Upon the occurrence of the TIL Closing, the Acceding Party shall be (a) deemed to be an ‘Investor’ under the Shareholders’ Agreement and the Articles and shall be entitled to all rights and benefits as specifically set out for ‘Investors’ (or ‘Eligible Investors’ upon meeting the Eligibility Condition for a relevant provision) under the Shareholders’ Agreement and the Articles, including all rights and benefits attached to the TIL Equity Shares issued and allotted to it; and (b) subject to and be bound by all obligations, duties, undertakings and covenants of the ‘Investors’ (or ‘Eligible Investors’ upon meeting the Eligibility Condition for a relevant provision) under the Shareholders’ Agreement and the Articles, and the Acceding Party hereby covenants and undertakes to adhere to and be bound by and subject to all such obligations, duties, undertakings and covenants. It is hereby clarified that upon the Deed becoming effective, the Company and the Shareholders shall also be subject to and be bound by all the obligations, duties, undertakings and covenants towards the Acceding Party under the Shareholders’ Agreement and the Articles.
- 3.5. Upon the occurrence of the TIL Closing, the Company and the Founders shall take all steps in order to give effect to all rights, interests and benefits available to the Acceding Party under the Shareholders’ Agreement (as an ‘Investor’ under the Shareholders’ Agreement) as if it were an original party to the Shareholders’ Agreement, on and from the date of execution of the Shareholders’ Agreement.
- 3.6. By way of the agreement amongst the parties to the Shareholders’ Agreement in clause 17.8 of the Shareholders’ Agreement, only the approval of Majority Founders, Majority Investors and holders of no less than 75% (Seventy Five Percent) of the Series K CCPS (“**Series K Supermajority**”) is required to effect amendments to the Shareholders’ Agreement (including modification of such agreement by way of this Deed) in the manner set out in this Deed. Accordingly, upon receipt of the signatures of the Majority Founders, the Majority Investors and the Series K Supermajority, the terms of this Deed shall be effective and binding on all parties to the Shareholders’ Agreement who are not parties to the Deed (“**Non Signing SHA Parties**”) and the rights and obligations of the Acceding Party granted by virtue of this Deed shall, with effect from the TIL Closing Date, be enforceable against such Non Signing SHA Parties as if the Acceding Party were an original party to the Shareholders’ Agreement on and from the date of execution of the Shareholders’ Agreement. The Acceding Party hereby expressly waives any defense or claim, to the effect that the Shareholders’ Agreement is not enforceable against the Acceding Party, by any Non Signing SHA Party which is not a party to this Deed and all such Non Signing SHA Parties shall have the right to enforce the Shareholders’ Agreement against the Acceding Party, to the fullest extent, as if they were a party to this Deed and as if the Acceding Party was an original party to the Shareholders’ Agreement on and from the date of execution thereof. For avoidance of doubt, the reference to ‘Series K Supermajority’ under this Clause 3.6 shall not include a reference to the Acceding Party, solely for the purpose of this Clause 3.6.
- 3.7. For the avoidance of doubt, and with reference to (i) the clarificatory amendment to the Shareholders’ Agreement set out in paragraph 16(a) of **Schedule III** of this Deed; and (ii) the provisions of clause 17.8.4(a) of the Shareholders’ Agreement, the Series K Investors agree that the issuance and allotment of the TIL Equity Shares as set out in Recital (B), to the Acceding Party shall not be treated as a Dilutive Issuance – Series K CCPS for the purposes of **Part N** of **Schedule 6** of the Shareholders’ Agreement (as included in the Shareholders’ Agreement by way of the

Series K DOA).

4. Acceding Party's Covenants.

The Acceding Party hereby covenants that it will assume, fulfill and discharge all obligations attached to the TIL Equity Shares and that it will observe, perform and be bound by and comply with all the terms of the Articles (as may be modified or amended from time to time) and the Shareholders' Agreement, as are applicable to it as by virtue of being an 'Investor' under the Shareholders' Agreement, and a Shareholder of the Company.

5. Classification as Restricted Specified Investor.

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

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

6.1. it has been provided a copy of the Shareholders' Agreement and agrees to be bound by the terms thereof, and shall acquire the rights and assume the obligations applicable to an 'Investor' as specified in the Shareholders' Agreement in the manner set out in this Deed;

6.2. a copy of the Shareholders' Agreement and the Articles of the Company have been made available to it and that it accedes to the Shareholders' Agreement; and

6.3. the Company shall not be bound to give effect to any act or voting rights exercised by it which are not in accordance with the Shareholders' Agreement.

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

7.1. it is competent to execute and deliver this Deed, and to perform its obligations under the Shareholders' Agreement;

7.2. the execution and delivery by it of this Deed and performance of its obligations hereunder do not and will not violate any provision of any regulations or any agreement to which it is a party or by which it or any of its properties are bound; and

7.3. no authorisation or approval of any Governmental Authority is required to enable it to lawfully perform its obligations hereunder.

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

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

- 8.2. with respect to the Company, this Deed as well as the Shareholders' Agreement has been duly authorized by the Board and upon execution and delivery will be/is a legal, valid and binding obligation of the Company enforceable in accordance with their respective terms;
- 8.3. the execution and delivery of this Deed and the Shareholders' Agreement and the promises, agreements or undertakings under this Deed do not violate any Law, rule, regulation or order applicable to them or agreements or any other instruments which the Company and / or the Founders have executed; and
- 8.4. the execution and delivery of this Deed and the Shareholders' Agreement and the promises, agreements or undertakings under this Deed and the Shareholders' Agreement do not violate or contravene the provisions of or constitute a default under any documents, contracts, or Laws which are applicable to the Company and / or the Founders.
9. Waiver of Rights.

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

10. Amendment and Modification.


- 10.1. Upon the completion of the TIL Closing, the Shareholders' Agreement shall stand amended in the manner set out in **SCHEDULE III** to incorporate the terms and rights attached to the TIL Equity Shares.
- 10.2. Any amendment, modification or termination of this Deed shall require the prior written consent of each of the Parties to this Deed. For the avoidance of doubt, any amendment, alteration, modification or restatement of the Shareholders' Agreement or any subsequent agreement between the Shareholders of the Company after the Execution Date (each an "**Amended Document**"), whether effected through amendment of this Deed or otherwise, shall be undertaken as per the terms of the Shareholders' Agreement.
11. Complete Agreement. This Deed shall hereafter be read and construed in conjunction and as one document with the Shareholders' Agreement and references in the Shareholders' Agreement, and in all existing instruments and documents executed thereunder or pursuant to it, shall for all purposes refer to the Shareholders' Agreement incorporating and as supplemented by this Deed.
12. Applicability of provisions of Shareholders' Agreement. The Parties hereby agree and acknowledge that on and from the TIL Closing Date, all terms of the Shareholders' Agreement as are applicable to the 'Investors', including the obligations, duties, undertakings and covenants of the 'Investors', shall *mutatis mutandis* apply to and be binding on the Parties as if they were an original party to the Shareholders' Agreement and had executed the same.

13. Governing Law, Jurisdiction.

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

[Signature Pages follow]


For and on behalf of Bundl Technologies Private Limited

M. Sri 

Name: Sriharsha Majety

Title: Director

For and on behalf of Times Internet Limited



Name: Sahil Vohra

Title: Authorized Signatory

By the within-named Founder

M. Sri Harsha

Name: Sriharsha Majety

By the within-named Founder



Name: Lakshmi Nandan Reddy Obul

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



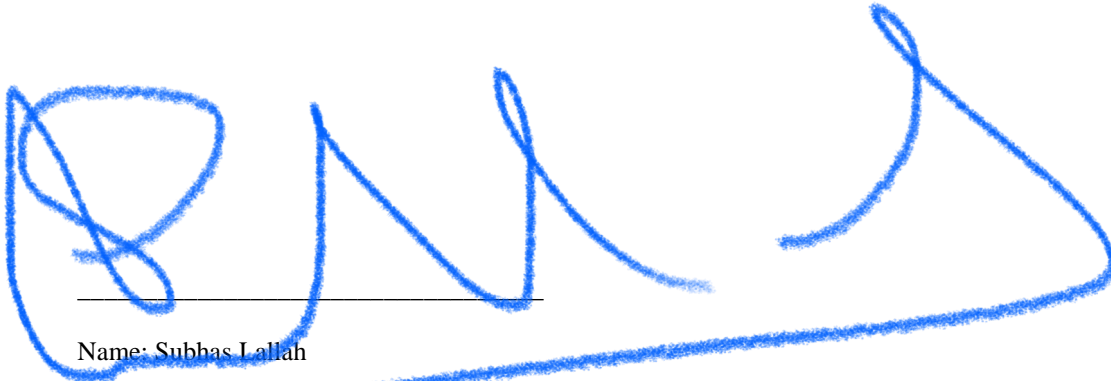
Name: Aslam Koomar
Director

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



Name: Asiam Koomar
Director

For and on behalf of Amansa Investments Limited

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Name: Subhas Lallah

Title: Director

For and on behalf of Apoletto Asia Ltd



Name: **Varsha Okil**

Title: **Director**

**For and on behalf of Alpha Wave Ventures II, LP,
By: ALPHA WAVE VENTURES GP, LTD, its general partner,**



Name: Scott Carpenter

Title: Authorised Signatory

**For and on behalf of Alpha Wave Ventures, LP,
By: FALCON SPECIAL OPPORTUNITIES GENERAL PARTNER, LP, its general partner,**



Name: Scott Carpenter

Title: Authorised Signatory

For and on behalf of Axis Growth Avenues AIF – I

Devendra

Name: Devendra Ghalsashi
Title: Head - Operations

For and on behalf of Baron Emerging Markets Fund



Patrick Patalino (May 24, 2022 10:09 EDT)

Name: Patrick M. Patalino

Title: General Counsel

For and on behalf of CGH AMSIA Sàrl



Name: Cyril de Girardier

Title: Manager

For and on behalf of Coatue PE Asia XI LLC



Name: Zachary Feingold

Title: Authorized Signatory

For and on behalf of DST Asia VI

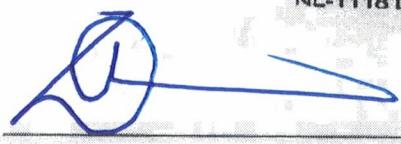


Name: **Hema Pydegadu**

Title: **Director**

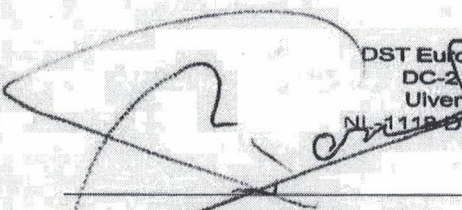
For and on behalf of DST EuroAsia V B.V.

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



Name: D. Zinonos
Title: Director A

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



Name: M.A.J. Pessel
Title: Director B

For and on behalf of Elevation Capital V Limited

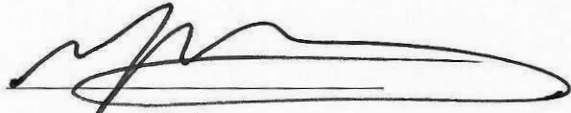


Name: Jihane Muhamodsaroar

Title: Director

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For and on behalf Ghisallo Master Fund LP

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

Name: Michael Germino

Title: Authorized Signatory

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



Name: Lora Yip

Title: Regional Head of Legal

For and on behalf of Harmony Partners (Mauritius) Ltd

A handwritten signature in blue ink, consisting of a large, stylized loop at the top and several smaller, connected strokes below it, all written over a horizontal line.

Name: Neeraj Nawaz

Title: Director

For and on behalf of HH BTPL Holdings II Pte. Ltd.



Name: Jennifer Neo

Title: Authorized Signatory

For and on behalf of Inspired Elite Investments Limited

Shaohui Chen

Name: Shaohui Chen

Title: Director

**For and on behalf of Invesco Developing Markets Fund through
OFI GLOBAL CHINA FUND, LLC**

By: OppenheimerFunds, Inc., its Managing Member

By: Aroon Balani
Aroon Balani
Title: Senior Vice President

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

By: Invesco Advisers, Inc., its investment manager

By: Aroon Balani
Aroon Balani
Title: Vice President

For and on behalf of Invesco Emerging Markets Equity Trust

By: Invesco Advisers, Inc., its sub-adviser

By: Aroon Balani
Aroon Balani
Title: Vice President

For and on behalf of KIP Re-Up Fund



Name: Mahn Soon Hwang

Title: CEO


For and on behalf of Kotak Pre-IPO Opportunities Fund

Handwritten signatures of Shriya Vaidya and Dhiraj. The signature 'Shriya Vaidya' is written in a cursive style with a long underline. The signature 'Dhiraj' is also written in a cursive style with a shorter underline.

Name: Dhiraj Rajendran / Shriya Vaidya

Title: Authorised Signatories

For and on behalf of Lathe Investment Pte. Ltd.

DocuSigned by:

B6C4A1B63510491...

Name: Dominic Soon Keng Yew

Title: Director

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

Paul Peake

Name: Paul Peake

Title: General Counsel Food

For and on behalf of MACM India Growth Fund

Savi Kumar Jain Digitally signed by Savi Kumar Jain

Name: Savi Kumar Jain

Title: Partner

For and on behalf of INQ Holding LLC

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

Name: SAOUD ABDULLA AL-EBRATTIM

Title: Director

For and on behalf of RB Investments Pte Ltd



Name: Ooi Ai Ling

Title: Authorised Signatory

For and on behalf of Segantii India (Mauritius)



Name: Sweetebye Balloo

Title: Director

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

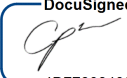
DocuSigned by:
Matthew Johnson
DB8C95980528439...

Name: Matthew Johnson

Title: Director

For and on behalf of

TENCENT CLOUD EUROPE B.V.

DocuSigned by:

4D778084003E4DB...

Name: Constant Pieter van der Merwe

Title: Director

For and on behalf of TIMF Holdings



Name: Tom Glaser

Title: Authorised Signatory

For and on behalf of Think India Opportunities Master Fund LP



Name: Tom Glaser

Title: Authorised Signatory

SCHEDULE IA

DETAILS OF ACCEDING PARTY

Name	Particulars
Times Internet Limited (“TIL” or “Times Internet Limited”)	Address- Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016 (Attn: Mr. Sahil Vohra, General Counsel) Email- sahil.vohra@timesinternet.in , investornotices@timesinternet.in , corpdev@timesinternet.in Phone number- N.A.

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SCHEDULE IB

DETAILS OF FOUNDERS

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

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SCHEDULE IC

EXECUTING INVESTORS

Name	Particulars
Accel Leaders	<p>Name: Accel Leaders 3 Holdings (Mauritius) Ltd. Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Email: rzamboldi@accel.com Fax: 230 401 2301 Phone: +230 401 2300 Attention: Director Copy to: Richard Zamboldi</p>
Apoletto Asia Ltd	<p>Name: Apoletto Asia Ltd Address: Tulloch & Co., 4 Hill Street, London W1J 5NE United Kingdom Email: atulloch@atulloch.com; bhancock@dstgservices.com Phone: +44 20 73181180</p>
Coatue	<p>Name: Coatue PE Asia XI LLC Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA</p> <p>Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57th Street, 25th Floor New York, NY 10019 USA Email: zfeingold@coatue.com Phone: +1-212-715-5160 Attention: Zachary Feingold</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons:</p> <p>Attn: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
DST Euroasia V B.V.	<p>Name: DST Euroasia V B.V. Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands Email: paul@diorite.nl Attention: Paul Wilbrink</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:</p> <p>Attn: Breck Hancock Address: Tulloch & Co 4 Hill St. London W1J 5NE Email: bhancock@dstgservices.com and legal@dstgservices.com Attn: Yash A. Rana and Abhishek Krishnan</p>

	<p>Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
DST Asia VI	<p>Name: DST Asia VI Address: IFS Court, Bank Street, TwentyEight Cybercity, Ebène 72201, Republic of Mauritius Email: DST@sannegroup.com</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:</p> <p>Attn: Breck Hancock Address: Tulloch & Co 4 Hill St. London W1J 5NE Email: bhancock@dstgservices.com and legal@dstgservices.com</p> <p>Attn: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Hong Kong) LLP, 38th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong Email: yrana@goodwinlaw.com and akrishnan@goodwinlaw.com</p>
Harmony	<p>Name: Harmony Partners (Mauritius) Ltd. Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius-CST2@jtcgroup.com Attention: To the Board of Directors</p>
HH BTPL	<p>Name: HH BTPL Holdings II Pte. Ltd. Address: 10 Changi Business Park, Central 2, #5-01 Hansapoint, Singapore 486030 Attn: Jennifer Neo</p> <p>with copies (which shall not constitute notice and necessarily including copies by email) to each of the following:</p> <p>Suite 2202, 22nd Floor Two International Finance Centre 8 Finance Street, Central Hong Kong Attn: David Rhee and Legal Email: drhee@hillhousecap.com and legal@hillhousecap.com</p> <p>Goodwin Procter (Hong Kong) LLP, Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong</p> <p>Attn: Yash Rana and Abhishek Krishnan Email: YRana@goodwinlaw.com and AKrishnan@goodwinlaw.com</p>
Meituan	<p>Name: Inspired Elite Investments Limited</p>

	<p>Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Attention to: Zhu Wenqian Email: zhuwenqian@meituan.com Phone: +86 15901650624</p>
MIGF	<p>Name: MACM India Growth Fund Regd. Address: 504, Kamal Apartment CHS Ltd, Plot No. 68, Swami Samarth Nagar, 4 Bungalow, Andheri West Mumbai 400058 Correspondence Address: 504, Kamal Apartment CHS Ltd, Plot No. 68, Swami Samarth Nagar, 4 Bungalow, Andheri West Mumbai 400058 Attention: Savi Kumar Jain Email: migf@multiavenues.in; savi@multiavenues.in Copy to: Attention – David Kang Email: david.kang@miraeassetcm.com Address: Mirae Asset Capital Markets (India) Pvt. Ltd., Unit No. 506, 5th Floor, Windsor Bldg, Off CST Road, Kalina, Santacruz (E), Mumbai – 400 098 Tel: +91 22 6266 1300</p>
Naspers	<p>Name: MIH India Food Holdings B.V. Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com</p>
RB	<p>Name: RB Investments Pte. Ltd. Address: 68 Cove Drive, Singapore 098181 Email: rb@rbworld.com Fax: +65 6690 3393 Phone: +65 63320833 Attention: Director Copy to: Rajesh Bothra</p>
SAIF	<p>Name: Elevation Capital V Limited Address: Sanne House, Bank Street, TwentyEight Cybercity, Ebene, 72201, Republic of Mauritius +230 467 3000. Email: elevationcapital.operations@sannegroup.com. Attention: Directors</p>
Tencent	<p>Name: Tencent Cloud Europe B.V. Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen</p>

	<p>P.R.China 518054 Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.com with a copy to: Level 29, Three Pacific Place 1 Queen’s Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email: legalnotice@tencent.com</p>
Wellington	<p>Name: Hadley Harbor Master Investors (Cayman) II L.P. c/o Wellington Management Company LLP, Legal and Compliance 280 Congress Street Boston, MA 02210 Attn: Legal ECM Phone: 617-790-7770 Email: #legal-ecm@wellington.com and privateinvestmentservices@wellington.com</p> <p>With a copy (which shall not constitute notice) to: Cooley LLP 500 Boylston Street, 14th Floor Boston, MA 02116 Attn: Joshua D. Rottner Email: jrottner@cooley.com</p>
KIP	<p>Name: KIP Re-Up Fund Address: 10F Asem Tower, 517 Yeongdong-daero, Gangnam-gu, Seoul 06164, Korea C/o Korea Investment Partners Co., Ltd. Attention – Doe-Young Choo Email: dychoo@kipvc.com</p>
QIA	<p>Name: INQ Holding LLC Address: INQ Holding LLC Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: Ugo Arzani, Head of Retail & Consumer, and Kenneth McLaren, Chief of Investment Execution Email: notices.M&A@qia.qa and Notices.Retail_Consumer@qia.qa Copy to: Qatar holding LLC Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: General Counsel Email: notices.legal@qia.qa</p>
Falcon Edge	<p>Name: Alpha Wave Ventures, LP Address: Maples and Calder, P. O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands Attention: Mr. Scott Carpenter</p>

	<p>Email: notices@alphawaveglobal.com; scarpenter@alphawaveglobal.com</p> <p>With copies (which shall not constitute notice and shall necessarily include copies by email to) Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email:scarpenter@alphawaveglobal.com</p>
Accel India	<p>Name: Accel India IV (Mauritius) Limited Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Email: rzamboldi@accel.com Fax: 230 401 2301 Phone: +230 401 2300 Attention: Director Copy to: Richard Zamboldi</p>
Amansa	<p>Name: Amansa Investments Ltd. Address: 4th Floor, Tower A, 1 Cybercity, Ebene, Mauritius Email: operations@amansacapital.com Phone: +230 404 2600 Attention: Mr. Fawaaz Hisaund</p> <p>Copy To: Attention: Mr. Sameer Chawla Address: Amansa Capital, 250 North Bridge Road #12-03, Raffles City Tower Singapore 179101 Email: sameer@amansacapital.com Phone: +6563278120</p>
Lathe	<p>Name: Lathe Investment Pte. Ltd. Address: 168 Robinson Road #37-01 Capital Tower Singapore 068912 Email: grpTIGInfo@gic.com.sg; and GrpGICPEI_AsiaMidOffice@gic.com.sg Attention: Gaurav Jain and Rajat Mangla</p>
TIMF Holdings	<p>Name: TIMF Holdings Address: One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States Attention: Tom Glaser Fax: +1 415 675 3279 E-mail: operations@thinkinvestmentslp.com</p>
Think India	<p>Name: Think India Opportunities Master Fund LP Address: One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States Attention: Tom Glaser Fax: +1 415 675 3279 E-mail: operations@thinkinvestmentslp.com</p>
Carmignac	<p>Name: CGH AMSIA S.à r.l. (R.C.S. Luxembourg : B184.756) Address: 7 rue de la Chapelle - L-1325 Luxembourg Email: cyril.degirardier@carmignac.com</p>

	<p>Phone: +35246706026 Attention: Mr. Cyril de Girardier Copy to: Carmignac Gestion - General Secretary, 24 Place Vendôme, 75001 Paris, France</p>
SoftBank	<p>Address: 69 Grosvenor St., Mayfair, London W1K 3JP Attention: Mr. Brian Wheeler Email: legal@softbank.com</p>
(i) Invesco Developing Markets Fund through OFI Global China Fund LLC (“ Invesco DMF ”)	<p>Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(ii) Invesco Emerging Markets Equity Trust (“ Invesco EMET ”)	<p>Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(iii) Invesco Emerging Markets Equity Fund, LP (“ Invesco EMEF ”)	<p>Address: 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aron.balani@invesco.com</p>
(i), (ii) and (iii) above collectively referred to as “Invesco Entities”	
Alpha Wave Ventures II, LP (“ AWV II ”)	<p>Address: Maples and Calder, P. O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands Email: notices.awvii@alphawave.com with a cc to: scarpenter@alphawaveglobal.com Attention: Scott Carpenter</p> <p>With copies (which will not constitute notice and shall necessarily include copies by email) to: Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email: notices.awvii@alphawave.com</p>
Baron Emerging Markets Fund having its registered address at 767 Fifth Avenue, 49th Floor, New York, NY 10153 (“ Baron ”)	<p>Address: 767 Fifth Avenue, 49th Floor, New York, NY 10153 Email: ppatalino@baronfunds.com; ktreglia@baronfunds.com Attention: Legal Department</p>
Kotak Pre-IPO Opportunities Fund (a scheme of Kotak Alternate Assets Fund II), a category II alternative investment fund registered with the Securities and Exchange Board of India (“SEBI”) as per the provisions of	<p>Address: 27 BKC, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Email: dhiraj.rajendran@kotak.com Attention: Mr. Dhiraj Rajendran</p>

<p>SEBI (Alternative Investment Fund) Regulations, 2012 acting through its investment manager Kotak Investment Advisors Limited having office at 27 BKC, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. (“Kotak”)</p>	
<p>Ghisallo Master Fund LP having its registered address at 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands KY1-9008 (“Ghisallo”)</p>	<p>Address: 55 Arch Street, Greenwich, CT 06830 USA Email: legalnotice@ghisallo.com Attention: Legal & Compliance</p>
<p>Axis Growth Avenue AIF – I, a Category II Alternative Investment Fund with registration number IN/AIF2/17-18/0512 incorporated and existing under the laws of India, being an investment scheme of Axis Alternative Investment Fund-Category II, a trust created under the Indian Trusts Act, 1882 and acting through its trustee, IDBI Trusteeship Services Limited, a company incorporated under the laws of India, and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, Maharashtra and whose investment manager is Axis Asset Management Company Limited, a company registered under the Companies Act, 1956 and having its registered office at “Axis House”, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400025 which has been authorized in this regard by IDBI Trusteeship Services Limited vide investment management agreement dated December 14, 2017 (“Axis”)</p>	<p>Address: Axis House, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025 Attention: Mr. Debojyoti Ghosh – Fund Manager Email: Debojyoti.Ghosh@axismf.com; aifoperations@axismf.com; compliance@axismf.com; and accounts@axismf.com</p>
<p>Segantii India (Mauritius) having its registered address at 355 Nex, 3rd floor Rue Du Savoir Cybercity, Ebene 72201 Mauritius (“Segantii”)</p>	<p>Address: 21st Floor, 100 QRC, 100 Queen’s Road Central, Hong Kong Email: Compliance@segantii.com Attention: Compliance</p>

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SCHEDULE II

<Attached separately>

SCHEDULE III

SCHEDULE OF AMENDMENTS

Interpretation:

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

- (a) For any clause listed below that amends the terms of the Shareholders' Agreement, the words underlined reflect the insertions or amendments to such clause. With respect to clauses that are designated to be replaced altogether or entirely new clauses to be inserted in the Shareholders' Agreement per the list below, the entirety of the text italicized and within quotation marks shall be included in the designated provision of the Shareholders' Agreement.
 - (b) The Parties agree that the amendments set out in this **Schedule III** shall be read by giving effect to and harmoniously with any previous amendments to the Shareholders' Agreement introduced through the Series K DoA and the Sumeru DOA, and each clause of the Shareholders' Agreement shall be read in a manner so as to give effect to each such amendment, whether or not the effect of such previous amendment is captured in the amended language as set out in this **Schedule III**.
1. A new Clause 3.5 shall be included to Clause 3 (*Information and Inspection Rights*), as follows:

“Notwithstanding anything to the contrary in this Agreement, Times Internet Limited’s information rights under this Agreement (including this Clause 3) shall be subject to the additional limitations and restrictions set forth in clause 8.3 of the Business Transfer Agreement.”

2. Clause 6.13.3 shall stand amended as follows:

“The quorum for all general meetings of the Shareholders shall be in accordance with the Act, provided that no general meeting of the Shareholders shall be validly quorate unless the authorized representatives of the Majority Investors and the Majority Founders are present at the beginning of, and throughout, such general meeting of the Shareholders, unless such quorum requirement is waived in writing by such Majority Investors and Majority Founders. Only items described in the agenda and notice provided to all the Shareholders shall be discussed and approved at such meetings where the quorum requirement is waived. Notwithstanding the aforesaid, the quorum for general meetings of the Shareholders convened at shorter notice in accordance with Clause 6.13.2 shall be the presence of the (i) authorized representatives of the holders of not less than 63% (sixty three per cent.) of the aggregate of (x) the issued and outstanding preference Shares of the Company calculated on a Fully Diluted Basis; and (y) the issued and outstanding TIL Equity Shares; and (ii) the authorized representatives of the Majority Founders”.

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

“If the Strategic Sale is by way of stock swap then the Investors will be entitled to receive the stock of the third party entity, the value of which stock will enable Investors to receive at least the Preference Amount – Series A on the Series A CCPS held by them, the Preference Amount – Series B on the Series B CCPS held by them, the Preference Amount – Series C on the Series C CCPS held by them, the Preference Amount – Series D on the Series D CCPS held by them, the Preference Amount – Series E on the Series E CCPS

held by them, the Preference Amount – Series F on the Series F CCPS held by them, the Preference Amount – Series G on the Series G CCPS held by them, the Preference Amount – Series H on the Series H CCPS held by them, the Preference Amount – Series I for the Series I CCPS held by them, the Preference Amount – Series I-2 for the Series I-2 CCPS held by them, the Preference Amount – Series J for the Series J CCPS held by them, the Preference Amount – Series J-2 for the Series J-2 CCPS held by them, the Preference Amount – Series I-3 for the Series I-3 CCPS held by them, the Preference Amount – Series K for the Series K CCPS held by them, the Preference Amount – Series A Equity on the Series A Subscription Equity Shares held by them, the Preference Amount – Series B Equity on the Series B Subscription Equity Shares held by them, the Preference Amount – Series C Equity on the Series C Subscription Equity Shares held by them, the Preference Amount – Series D Equity on the Series D Subscription Equity Shares held by them, the Preference Amount – Series E Equity on the Series E Subscription Equity Shares held by them, the Preference Amount – Series F Equity on the Series F Subscription Equity Shares held by them, the Preference Amount – Series G Equity on the Series G Subscription Equity Shares held by them, the Preference Amount – Series H Equity on the Series H Subscription Equity Shares held by them, the Preference Amount – Series I Equity on the Series I Subscription Equity Shares held by them, ~~and~~ the Preference Amount – Series J-2 Equity on the Series J-2 Subscription Equity Shares and Preference Amount – TIL Equity on the TIL Equity Shares held by them.”

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

“(o) the holder of each TIL Equity Share receives the Preference Amount – TIL-Equity for each TIL Equity Share held by such Person;”

5. Clause 13.2 shall stand amended as follows:

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

6. Sub-clause 13.17 of Clause 13 (*Liquidation Preference*) shall be renumbered to 13.18. A new sub-clause numbered 13.17 shall be added to Clause 13 (*Liquidation Preference*) as follows:

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

7. The following sub-Clause (f) shall stand added to Clause 14.3.4:

“(f) The Parties hereby agree and acknowledge that any conditions or restrictions applicable to Investors with respect to their and/or their respective Affiliates investments in Competitors in Clause 14.3.4 shall apply to Times Internet Limited and/or any of its Affiliates over and above any restrictions set out in clause 8.3 of the BTA.”

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

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

minimum of the Preference Amount – Series D Equity on the Series D Subscription Equity Shares held by them, a minimum of the Preference Amount – Series E Equity on the Series E Subscription Equity Shares held by them, minimum of the Preference Amount – Series F Equity on the Series F Subscription Equity Shares held by them, a minimum of the Preference Amount – Series G Equity on the Series G Subscription Equity Shares held by them, a minimum of the Preference Amount – Series H Equity on the Series H Subscription Equity Shares held by them, a minimum of the Preference Amount – Series I Equity on the Series I Subscription Equity Shares held by them, ~~and~~ a minimum of the Preference Amount – Series J-2 Equity on the Series J-2 Subscription, and a minimum of the Preference Amount – TIL Equity on the TIL Equity Shares held by them.”

9. Clause 17.8.3 (*Amendments and Waivers*) shall stand amended as follows:

“any amendments or variations to the definition or list of Competitors shall require the consent of the holders of no less than 85% (eighty five per cent.) of the aggregate of the (i) then outstanding preference shares of the Company (voting together as a single class and not as a separate series, and on an As If Converted Basis) and (ii) the then outstanding TIL Equity Shares, provided that:

- (a) any amendments or variations to the list of Competitors solely in the nature of any one or more deletions from the list of Competitors shall not require the consent of the holders of no less than 85% (eighty five per cent.) of the aggregate of the (i) then outstanding preference shares of the Company (voting together as a single class and not as a separate series, and on an As If Converted Basis) and (ii) then outstanding TIL Equity Shares, and shall only require Investors’ Consents as well as the consent of the Majority Founders; and*
- (b) no additions may be made to the list of Competitors, unless the Persons so added are engaged in activities competitive with the business of the Company; and”*

10. Sub-clauses (a), (b) and (c) of Clause 17.8.4 (*Amendments and Waivers*) shall stand amended as follows:

- (a) ~~the anti-dilution / valuation protection rights of a particular series of preference shares of the Company~~ Class of Identified Shares of the Company under SCHEDULE 6; or Clause 13 (Liquidation Preference) in a manner that is adverse to a particular series of preference shares of the Company ~~Class of Identified Shares of the Company~~ shall each require the consent of the holders of no less than 75% (seventy five per cent.) of such ~~series class,~~ voting as a separate and distinct class. Provided that for the purpose of this Clause 17.8.4(a), the Extended Series K Shares shall be considered a single class and any amendments or variations to the anti-dilution / valuation protection rights of the Extended Series K Shares under PART N of SCHEDULE 6 or PART O of SCHEDULE 6 (as applicable); or Clause 13 (Liquidation Preference) in a manner that is adverse to the Extended Series K Shares shall each require the consent of holders of not less than 75% (seventy five per cent.) of the Extended Series K Shares. Provided that amendments to Clause 13 (Liquidation Preference) for purposes of including a liquidation preference for securities issued in future bona fide financing rounds shall not be considered adverse to any series of preference shares;*
- (b) the definition of “Qualified IPO” which reduces the per-share offering price condition shall require the consent of the holders of no less than 75% (seventy five per cent.) of ~~each class of preference shares of the Company~~ each Class of Identified Shares of the Company (it being agreed that (i) Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS, Series I-3 CCPS and Series K CCPS ~~Extended Series K~~*

Shares shall constitute separate and distinct classes; and (ii) the Extended Series K Shares shall constitute a single class of Shares);

- (c) (i) Clause 10.4 (Drag Along Right) which results in the proceeds of any Drag Sale not being distributed in accordance with the liquidation preference described in Clause 13 (Liquidation Preference); and (ii) the definition of "Liquidation Event", shall each require the consent of the holders of no less than 75% (seventy five per cent.) of ~~each class of preference shares of the Company~~ each Class of Identified Shares of the Company (it being agreed that (i) Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS and Series I-3 CCPS and ~~Series K CCPS~~ Extended Series K Shares shall constitute separate and distinct classes; and (ii) the Extended Series K Shares shall constitute a single class of Shares);
11. Part A (Investors) Schedule 1 (Details of Parties) of the Shareholders' Agreement shall stand amended to include the details of the Acceding Party as set out in Schedule IA of this Deed.
12. The following definitions shall be substituted in Schedule 3 (Definitions):

"Majority Investors" means such number of Investors holding a majority of the aggregate of (i) the issued and outstanding preference Shares of the Company, collectively or individually, calculated on a Fully Diluted Basis and (ii) issued and outstanding TIL Equity Shares, collectively or individually.

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

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

"Business Transfer Agreement" means the business transfer agreement by and between the Company and Times Internet Limited dated 12 May 2022;"

"Class of Identified Shares of the Company" means Series A CCPS, Series B CCPS, Series C CCPS, Series D CCPS, Series E CCPS, Series F CCPS, Series G CCPS, Series H CCPS, Series I CCPS, Series I-2 CCPS, Series J CCPS, Series J-2 CCPS and Series I-3 CCPS and Extended Series K Shares.

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

"TIL Equity Shares" means collective reference to the Equity Shares of the Company issued to Times Internet Limited in accordance with the terms of the Business Transfer Agreement;"

“**TIL Share Price**” means the price per share of INR 357.87 (subject to adjustments for stock splits, consolidation or other similar events and adjustment in accordance with the formula set out under paragraph 2(a)(iii) of PART O of SCHEDULE 6 adjusted to be equal to NCP);”

“**Preference Amount – TIL Equity**” means, for each TIL Equity Share, an amount that is the higher of (a) INR 357.87 (subject to adjustments for stock splits, consolidation or other similar events) plus unpaid dividends on such TIL Equity Shares, and (b) the pro rata entitlement of such TIL Equity Shares to the proceeds of the Liquidation Event on a Fully Diluted Basis;”

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

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

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

"**TIL Closing Date**" means the date on which 1,80,11,135 (One Crore Eighty Lakh Eleven Thousand One Hundred and Thirty Five) Equity Shares of the Company are allotted to TIL in accordance with the Business Transfer Agreement;"

14. Item 5 of Part C of Schedule 5 shall be amended as follows:

"The allocation of the un-subscribed portion of any Dilution Instruments in any future issuance of Dilution Instruments (following the exercise of pre-emptive rights by the ~~holders of preference shares~~ Investors in accordance with Clause 7)."

15. Part O shall be added to Schedule 6 as follows:

**PART O: BROAD BASED WEIGHTED AVERAGE VALUATION PROTECTION
FOR TIL EQUITY SHARES**

1. **Definitions**

For the purposes of this **Error! Reference source not found.** and unless the context requires a different meaning, the following terms have the meanings indicated.

- (a) "**Issue Date**" shall have the meaning ascribed to it in Paragraph **Error! Reference source not found.** of Part O of this Schedule.
- (b) "**Issue Price – TIL Equity Shares**" shall mean the TIL Share Price prevailing immediately prior to a Dilutive Issuance– TIL Equity Shares.
- (c) "**New Issue Price – TIL Equity Shares**" shall mean the lowest effective price per Dilution Instrument that is issued in a Dilutive Issuance – TIL Equity Shares.

2. **Non-Dilution Protection**

- (a) **Issuance below Issue Price – TIL Equity Shares.**
- (i) **New Issues.** If the Company shall at any time or from time to time issue or sell any Dilution Instruments that results in a Dilutive Issuance – TIL Equity Shares, other than an Exempted Issuance and any Dilution Instruments offered in accordance with contracts with vendors or on account of acquisition and other similar transaction approved by the Board, then, the holders of TIL Equity Shares shall, be issued additional Equity Shares at par or at the lowest value permitted under Applicable Law as would enable them to achieve a shareholding (on a Fully Diluted Basis) in accordance with Paragraph 2(a)(iii) of Part O of this Schedule ("**Anti-Dilution Issuance – TIL Equity Shares**").
- (ii) **Timing for New Issues.** Such Anti-Dilution Issuance – TIL Equity Shares shall be made whenever such Dilution Instruments are issued in accordance with Paragraph 2(a)(i) of this Schedule, (x) in the case of an issuance to the Shareholders of the Company, as such, to a date immediately following the close of business on the record date for the determination of Shareholders entitled to receive such Dilution Instruments and (y) in all

other cases, on the date of such issuance (the “**Initial Issue Date**”); provided, however, that the determination as to whether an anti-dilution issuance is required to be made pursuant to this Paragraph **Error! Reference source not found.** of Part O of this Schedule shall be made immediately or simultaneously upon the issuance of such Dilution Instruments, and not upon the subsequent issuance of any security into which the Dilution Instruments convert, exchange or may be exercised. Notwithstanding the foregoing, if the Anti-Dilution Issuance – TIL Equity Shares, is structured as a rights issue (as set out under Section 62(1)(i) of the Companies Act), then the Anti-Dilution Issuance – TIL Equity Shares shall be required to be consummated on a date that is 3(three) Business Days from the date of receipt of waivers of their right to participate in such rights issue, from each equity shareholder of the company (“**Subsequent Issue Date**”). Notwithstanding the provisions of the Agreement, each Shareholder agrees and undertakes to waive their right to participate in such rights issue for the purpose of the Anti-Dilution Issuance – TIL Equity Shares.

- (iii) **Anti Dilution Issuance.** If an Anti-Dilution Issuance – TIL Equity Shares is to be undertaken pursuant to an occurrence of any event described in Paragraph 2(a)(i) of this Schedule, the TIL Share Price shall be adjusted to equal “NCP” in accordance with the following formula:

$$NCP = (P1) \times \frac{(Q1) + (Q2)}{(Q1) + (R)}$$

For the purposes of this Paragraph, “NCP” is the new TIL Share Price;

“P1” is the Issue Price – TIL Equity Shares;

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

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

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

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

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

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

4. Mode of Giving Effect to Valuation Protection.

- (a) *In the event of the provisions of paragraph 2(a) of this Schedule become applicable, then the holders of the TIL Equity Shares, shall have the option to require the Company to (a) give effect to an Anti-Dilution Issuance – TIL Equity Shares; (b) reduce the sale proceeds receivable by the Founders; or (c) take such measures as may be necessary to give effect to the provisions of this Schedule.*
- (b) *In order to give effect to the Anti-Dilution Issuance – TIL Equity Shares, the holder of the TIL Equity Shares will have the right to cause the Company and the Company will, and the Active Founders will procure that the Company will, issue to such relevant holder of the TIL Equity Shares such number of additional Equity Shares (determined as per Paragraph 2(a)(iii) of Part O of this Schedule) at par or at the lowest price permissible under Applicable Law so as to ensure that such holder of the TIL Equity Shares receives such number of Equity Shares as it would have received at had the initial issue of the TIL Equity Shares held by it, been made at the TIL Share Price adjusted to be equal to "NCP" ("Additional TIL Equity Shares").*
- (c) *In the event the holder of the TIL Equity Shares requires the Company to give effect to an Anti-Dilution Issuance – TIL Equity Shares, on and from the Initial Issue Date for each Anti-Dilution Issuance – TIL Equity Shares, without any action or notice, each holder of the TIL Equity Shares shall: (i) be deemed to be the holder of such Additional TIL Equity Shares required to be issued to such holder of the TIL Equity Shares in accordance with Paragraph 4(b) of this Part O of Schedule 6 to give effect to the concerned Anti-Dilution Issuance – TIL Equity Shares; (ii) be entitled to exercise all rights attached to such Additional TIL Equity Shares to be issued and allotted to it to give effect to the concerned Anti-Dilution Issuance – TIL Equity; and (iii) be entitled to exercise all rights available to them under this Agreement, including but not limited to the exercise of voting rights and liquidation preference rights as per Clause 13 of the Agreement, pending the issuance and allotment by the Company of such Additional TIL Equity Shares, through the TIL Equity Shares actually held by them. It is further clarified that (i) the determination of shareholding percentage of such holder of the TIL Equity Shares in the Company including for the purpose of determining its voting and economic rights in the Company shall include the Additional TIL Equity Shares, and the definitions of the term "As if Converted Basis", "Fully Diluted Basis" and "Preferred Securities" will be construed*

accordingly; and (ii) the definition of TIL Equity Shares shall be deemed to include the Additional TIL Equity Shares issued to the holder of the TIL Equity Shares in accordance with Paragraph 4(b) of this Part O of Schedule 6 to give effect to the concerned Anti-Dilution Issuance – TIL Equity Shares.

(d) In respect of the right of the holders of TIL Equity Shares to receive additional Equity Shares as per paragraph 2 and 4 of this Schedule, each Party expressly undertakes to vote and will cause their respective nominee Directors to vote, in conformity with, and waive any right that they may have including under Applicable Law, whether preferential, *pari passu* or otherwise, to give effect to the rights of the holders of TIL Equity Shares to receive additional Equity Shares at par or at the lowest price permissible under Applicable Law.

5. **Compliance with and Effectiveness of this Schedule.**

(a) **Waiver.** If a Shareholder (other than the Investors) is entitled under any contract, requirement of Applicable Law or otherwise to participate in relation to any issue of Shares to the Investors under this Schedule, then such Shareholder hereby waives all such rights and, to the extent it cannot waive such rights it agrees not to exercise them.

(b) **Ensuring Economic Effect.** If for any reason any part of this Schedule is not fully effected as a result of any change in Applicable Law (including a change in Applicable Law that affects the price at which the Investors may sell or be issued Shares) then each Shareholder and the Company shall each use its best efforts to take all such actions (by corporate, director or shareholder action) as may be necessary to provide to each Investors the same economic benefits as are contemplated by this Schedule.

(c) **Change in Applicable Law.** If there is a change in any Applicable Law that makes it possible to implement any part of this Schedule so as to confer the economic benefits on the Investors that are contemplated by this Schedule in a more effective manner then each Shareholder (other than the Investors) and the Company shall co-operate and use its best efforts to implement this Schedule in that more effective manner.

(d) **Material Breach of this Schedule.** If a Shareholder (other than the Investors) breaches a provision of this Schedule or acts or omits to act in a particular manner and as a result of such breach, act or omission an Investor is unable to be issued the number and percentage of Equity Shares or Equity Shares at a price contemplated by this Schedule then that Shareholder is deemed to have committed a material breach of this Schedule.

(e) **Currency Exchange.** If in calculating a price or any other amount under this Schedule the relevant variables for that calculation are expressed in different currencies then all such variables for the purposes of that calculation shall be converted to INR.

16. Subject to the receipt of the required approvals under Section 48 of the Companies Act, 2013, the following clarificatory amendments shall be made to the terms of the Series K CCPS:

(a) Paragraph 4 of Part O of Schedule 7 shall be amended as follows:

“Conversion Price and Conversion Ratio. As of the Series K Closing Date, each Series K CCPS shall be convertible into 1,401 (one thousand four hundred and one) Equity Shares (“Series K Conversion Ratio”) and the price at which each Equity Share shall be issued upon conversion of a Series K CCPS shall initially be INR 351.485 (the “Series K Conversion Price”) provided that upon the occurrence of (a) I-3 Scenario A, the Series K Conversion Ratio shall stand revised to one Series K CCPS being convertible into 1,376 Equity Shares and the Series K Conversion Price shall stand revised to INR ~~364.393~~ 357.87, (b) I-3 Scenario B, the Series K Conversion Ratio

shall stand revised to one Series K CCPS being convertible into 1,389 Equity Shares and the Series K Conversion Price shall stand revised to INR ~~357.612~~ 354.52, or (c) I-3 Scenario C, the Series K Conversion Ratio shall stand revised to one Series K CCPS being convertible into 1,388 Equity Shares and the Series K Conversion Price shall stand revised to INR ~~358.068~~ 354.78. The Series K Conversion Price shall be subject to the adjustments provided in Part N of SCHEDULE 6 and paragraph 6, paragraph 7 and paragraph 8 of this Part O of SCHEDULE 7. The adjusted Series K Conversion Price shall be construed as the relevant Series K Conversion Price for the purposes of this Agreement and accordingly the Series K Conversion Ratio shall stand adjusted. For the purpose of this paragraph 4 of Part O of SCHEDULE 7, (a) "I-3 Scenario A" shall mean (x) the fulfilment of both of the following conditions namely: (1) the non receipt of the I-3 Approvals with respect to the both Tencent and Meituan by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Tencent and Meituan the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being mutually terminated by Tencent, Meituan and the Company without any Series I-3 CCPS being allotted to Tencent and Meituan; (b) "I-3 Scenario B" means (x) the fulfilment of both of the following conditions namely: (1) the non receipt of I-3 Approval by Tencent but receipt thereof by Meituan by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Tencent the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being terminated by Tencent and the Company with respect to Tencent without any Series I-3 CCPS being allotted to Tencent; and (c) "I-3 Scenario C" means (x) the fulfilment of both of the following conditions namely: (1) the non receipt of I-3 Approval by Meituan but receipt thereof by Tencent by the Series I-3 Long Stop Date AND (2) there being no obligation on the Company to issue to Meituan the Series I-3 CCPS, OR (y) the Series I-3 Subscription Agreement being terminated by Meituan and the Company with respect to Meituan without any Series I-3 CCPS being allotted to Meituan. "Series I-3 Long Stop Date" shall mean the earliest of (i) 31 March 2022, (ii) the date of filing of the draft red herring prospectus by the Company in connection to a Qualified IPO, and (iii) occurrence of a Strategic Sale or a Drag Sale. "I-3 Approvals" means the Government Approvals required by each of Tencent and Meituan in relation to the issuance and allotment of Series I-3 CCPS by the Company to Tencent and Meituan per the terms of the Series I-3 Subscription Agreement."

(b) Paragraph 11 of Part O of Schedule 7 shall be amended as follows:

"Meeting and voting rights. The holders of Series K CCPS shall be entitled to attend meetings of all Shareholders of the Company and will be entitled to such voting rights on an As If Converted Basis, as may be permissible under Applicable Law. Accordingly, but subject to adjustments as set forth herein, the holders of Series K CCPS shall initially be entitled to the same number of votes for each Series K CCPS as a holder of 1,401 (One thousand four hundred and one) ~~1 (one)~~ Equity Shares, provided however that in the event of any adjustment in conversion the number of votes associated with each Series K CCPS will change accordingly. Without prejudice to the generality of the foregoing, the holders of Series K CCPS shall be entitled to vote on all such matters which affect their rights directly or indirectly. All Shareholders shall vote in a manner as necessary to give effect to the voting rights of the holders of the Series K CCPS as set forth in this **PART O of SCHEDULE 7.**"