

SHAREHOLDERS' AGREEMENT

DATED 17 JUNE 2025

**SAI PARENTERAL'S LIMITED
("COMPANY")**

AND

**ANIL KUMAR KARUSALA
("PROMOTER 1")**

AND

**VIJITHA GORREPATI
("PROMOTER 2")**

AND

**ARUNA KARUSALA
("PROMOTER 3")**

AND

**AIG DIRECT LLC
("EXISTING INVESTOR")**

AND

**PERSONS LISTED IN SCHEDULE 5
("OTHER INVESTORS")**

AND

**SAMARSH CAPITAL - FUND I
("NEW INVESTOR")**

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THIS SHAREHOLDERS' AGREEMENT ("Agreement") is entered into on 17 June 2025 ("**Execution Date**") at Bengaluru, Karnataka, India by and amongst:

- (1) **SAI PARENTERAL'S LIMITED**, an unlisted public limited company, incorporated under the (Indian) Companies Act, 1956, having CIN U24231TG2001PLC036043, and having its registered office at Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave, Gachibowli, K.V.Rangareddy, Seri Lingampally, Telangana - 500032, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;
- (2) **ANIL KUMAR KARUSALA**, a citizen of India, resident of India, holding a Aadhar number 516910790229 (hereinafter referred to as "**Promoter 1**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **SECOND PART**;
- (3) **VIJITHA GORREPATI**, a citizen of India, resident of India, holding Aadhar number 946139340497 (hereinafter referred to as "**Promoter 2**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **THIRD PART**;
- (4) **ARUNA KARUSALA**, a citizen of India, resident of India, holding Aadhar number 943086516577 (hereinafter referred to as "**Promoter 3**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **FOURTH PART**;
- (5) **AIG DIRECT LLC**, a limited liability company incorporated in the State of Delaware, having its custodian address at 6608 N Western Ave, Ste 466 Nichols Hills, Oklahoma 73114 United States of America (hereinafter referred to as "**Existing Investor**", which expression shall, unless it is repugnant to the subject or context hereof, be deemed to include their respective successors and permitted assigns) of the **FIFTH PART**;
- (6) **PERSONS LISTED IN SCHEDULE 5** (hereinafter collectively referred to as "**Other Investors**", which expression shall, unless it is repugnant to the subject or context hereof, be deemed to include their respective successors and permitted assigns) of the **SIXTH PART**; and

AND

- (7) **SAMARSH CAPITAL - FUND I**, a scheme of Samarsh Capital, a category II Alternative Investment Funds, registered under the Securities Exchange Board of India (Alternative Investment Funds) Regulations, 2012 bearing registration no. IN/AIF2/24-25/1620 and having its office at Office No. 01, 5th Floor, 1 Sobha, 50 St. Marks Road, Bangalore, Karnataka - 560001 (hereinafter referred to as the "**New Investor**", which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns) of the **SEVENTH PART**.

(Promoter 1, Promoter 2, and Promoter 3 are hereinafter collectively referred to as the "**Promoters**" and individually referred to as "**Promoter**", as the context may require.

The Existing Investor, Other Investor, and the New Investor are hereinafter collectively referred to as “**Investors**” and individually referred to as “**Investor**”, as the context may require.

The Company, the Promoters, the Investors are individually referred to as such or as a “**Party**” and collectively as “**Parties**”.)

WHEREAS:

- (A) As of the Execution Date, the Company is engaged in the business of manufacturing, importing and exporting of bulk drugs and formulations. It deals in pharmaceutical, medical, chemical, industrial and other preparations, articles and compounds (“**Business**”).
- (B) Prior to the Execution Date, Existing Investor has agreed to invest in the Company and will subscribe to 9,37,500 (Nine Lakh Thirty-Seven Thousand Five Hundred only) Equity Shares of the Company having a face value of INR 5/- (Indian Rupees Five only) each, at a price of INR 128/- (Indian Rupees One Hundred and Twenty Eight only) per share, which includes a premium of INR 123/- (Indian Rupees One Hundred and Twenty Three only) per share;
- (C) Simultaneously with the execution of this Agreement, the Company, the Promoters and New Investor has entered into a share subscription agreement of an even date (“**SSA**”), pursuant to which and subject to fulfilment of conditions thereunder, New Investor has agreed to invest the Subscription Amount (*as defined below*) in consideration for the Subscription Securities (*as defined below*).
- (D) The Parties have agreed to enter into this Agreement in order to set out the specific terms and conditions governing their relationship and their *inter se* rights and obligations as Shareholders of the Company with respect to the governance and management of the Company, and other matters in connection thereto.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE COVENANTS MADE HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED HEREFROM, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Agreement, the following terms when capitalized shall have the meaning set out below:

“**Act**” means the (Indian) Companies Act, 2013 including rules made thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

“**Affiliate**” means:

- (a) in respect of any specified Person other than a natural Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person or any investment funds managed or advised by such specified Person; and

- (b) in relation to a Person being a natural Person: (i) any other Person that is a Relative of such Person; and (ii) any Person that is directly or indirectly Controlled by such natural Person;

For the purpose of this definition, in relation to an Investor, an Affiliate shall include: (i) any investment fund or special purpose vehicle or entity that shares the same investment manager and/ or the same investment advisor (such investment advisor being corporate entities); (ii) any general partner or limited partner or other partner of, or trustee, nominee, custodian, operator or manager of, or investment adviser to general partner or limited partner, of such Investor; or (iii) any entity managed or advised by the general partners of such Investor; It is clarified that: (i) any portfolio company of an Investor and/or a Competitor shall not be considered to be an Affiliate of such Investor;

“**Applicable Laws**” means and includes (but is not limited to) all applicable:

- (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines, circulars or policies of any applicable country and / or jurisdiction including the countries and jurisdictions in which the Parties (as existing from time to time) are incorporated and/or carry on any business or activities as applicable to each Party; and
- (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any Authority or recognized stock exchange as may be in force from time to time.

“**Authority**” means any national, federal, state, local, municipal district or other sub-division thereof, governmental or quasi-governmental authority, statutory, non-governmental, legislative, executive, administrative, fiscal, judicial, or regulatory authority, body, ministry, government department, agency, commission, board, tribunal or court or other law-, rule- or regulation-making entity, having jurisdiction over the matter in question. Without prejudice to the generality of the foregoing, the term governmental Authority shall include the RBI and any recognized stock exchange; and “**Authorities**” shall be construed accordingly;

“**Board**” means the board of Directors of the Company as constituted from time to time;

“**Budget**” means the budget, from time to time, of the Company approved by the Board (subject to rights in relation to the Reserved Matters);

“**Business**” has the meaning given to it in Recital (A) and any other business approved to be undertaken by the Company as per the Business Plan from time to time;

“**Business Day**” means a day, other than Saturday and Sunday, on which commercial banks in Hyderabad, Telangana and Bengaluru, Karnataka, India is normally open for the conduct of general banking business;

“**Business Plan**” means the initial business plan referred to in the SSA and the business plan, from time to time, of the Company approved by the Board as set out in Clause 6.1;

“**CCPS**” means the compulsorily convertible preference shares issued to the New Investor as per the terms of CCPS set forth in **Schedule 1**;

“**Chairman**” means the chairman of the Board;

“**Charter Documents**” means, collectively, the memorandum of association and the articles of association of the Company, as amended from time to time;

“**Closing Date**” shall have the meaning given to the term in the SSA;

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

“**Competing Business**” means any business which directly or indirectly competes with, or is similar to, the Business (irrespective of the location of such business);

“**Competitor**” means a Person who conducts and/or carries out a Competing Business;

“**Confidential Information**” means all the terms of the Agreement and all information (whether oral, written, electronic or in any other form) belonging or relating in any way to the disclosing Party (“**Discloser**”), its Affiliates or their businesses, affairs or activities and any other information which the receiving Party (“**Receiver**”) is reasonably expected to keep confidential) together with any and all analyses, compilations, studies and other data, reports, memoranda, notes or information derived or generated from such information or which otherwise contain or reflect such information regardless of whether or not it is specifically identified as being “confidential” and regardless of whether it is disclosed before or after the entering into the Agreement, but excluding information which:

- (a) is publicly available at the time it is made available to the Receiver or subsequently becomes generally available to the public, other than as a result of disclosure or other act or omission by the Receiver or its Affiliates in breach of the Agreement (save that a compilation of information in a form not itself published but comprising items of information each separately published shall not be excluded from the obligation of confidentiality hereunder); or
- (b) was in the Receiver’s possession prior to such information having been disclosed or made available pursuant to the Agreement (as evidenced by written records); or
- (c) becomes available to the Receiver from a source other than the Discloser, which source the Receiver has ascertained, by enquiry of the Discloser, is not bound by any obligation of confidentiality to the Discloser in relation to such information; or
- (d) the Discloser has agreed in writing that it shall not be treated as Confidential Information; or
- (e) is independently developed by the Receiver (as evidenced by written records);

“**Control**” means with respect to a Person, the power to direct or cause the direction of management and policies of such Person, either directly or indirectly, whether through the ownership, either directly or indirectly, of more than 50% (fifty per cent) of the voting securities of such Person, or the power to appoint or remove a majority of the members on the Board or equivalent governing body of such Person whether by operation of law, by contract or otherwise; provided that, in any event, right to appoint more than half of the Board (or similar

governing body) of a Person and/or the direct or indirect ownership of over 50% (fifty per cent) of the voting securities of such Person is deemed to constitute Control of that Person;

“**Director**” means a director of the Company, being a member of the Board;

“**EBITDA**” means the annual profit before tax plus interest plus depreciation and amortization expense;

“**Effective Date**” has the meaning given to it in Clause 2.1;

“**Encumbrance**” means, (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing or conferring any priority of payment in respect of, any obligation on any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws, (b) any irrevocable proxy for exercising voting rights issued to any third party, irrevocable power of attorney issued to any third party for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person other than in pursuance of this Agreement, and (c) any adverse claim as to title, possession or use, and the term **Encumber** shall be construed accordingly;

“**Equity Shares**” means the equity shares of the Company having a face value of INR 5/- (Indian Rupee Five only) each . The term “**Equity Share** shall be construed accordingly;

“**Equity Shareholder**” means any Person holding Equity Shares in the Company. The term “**Equity Shareholders**” shall be construed accordingly;

“**ESOP**” means the options issued by the Company in accordance with the ESOP policy;

“**Excluded Issuance**” means issue of Securities pursuant to: (i) an IPO consummated pursuant to Clause 10.2 (*Qualified IPO*); or (ii) actions undertaken by the Company for (A) issuance and allotment of equity shares pursuant to the vesting and exercise of employee stock options under the ESOP Policy or (B) issuance of equity shares pursuant to conversion of any CCPS in terms of this Agreement or (C) restructuring approved by the New Investor and permitted bonus issuance;

“**Exempted Issuance**” shall mean issuance of Securities by the Company pursuant to (a) the ESOP Policy of the Company; (b) conversion of CCPS in terms with this Agreement, and/or (d) Qualified IPO;

“**Exit Period**” shall mean a period of time commencing from the Closing Date and ending on a date which is 60 (Sixty) months from the Closing Date;

“**Fair Market Value**” means the fair market value of any Securities of the Company determined by an Expert Valuer in accordance with appropriate valuation methodology considerations which is also an internationally accepted pricing methodology in accordance with Applicable Laws;

“**Financial Year**” means the financial year of the Company, which commences on 1 April of each calendar year and ends on 31 March of the following calendar year;

“Fully Diluted Basis” shall mean that the calculation shall be made assuming that all outstanding Securities (whether or not by their terms then currently convertible or exercisable), whether or not due to the occurrence of an event or otherwise, have been converted, exercised or exchanged into the maximum number of Equity Shares issuable upon such conversion, exercise and/or exchange, in accordance with the terms and conditions of the issue of such Securities, and all authorized options under the employees stock options scheme (including the amended ESOP policy of the Company) that are issued or granted and outstanding shall be included for the aforesaid calculation irrespective of whether or not they have been vested, or exercised;

“INR” or **“Rupee”** means Indian Rupee, the lawful currency of India;

“Intellectual Property Rights” means intellectual property rights, whether registered or not, including:

- (a) inventions, pending patent applications (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions) and issued patents, including those inventions, pending patent applications and issued patents;
- (b) copyrights, including copyright registrations and applications;
- (c) industrial designs and similar rights, including registrations and applications; and
- (d) trademarks, service marks, service names, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how, trade secrets, and other intellectual property rights and proprietary data, including any goodwill or other value generated in connection with their use thereof, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held, licensed to or beneficially owned by the Company;

“Key Personnel” shall mean the following designations and executive roles in the Company or equivalent positions as identified by the Board: (a) chief executive officer; (b) chief financial officer; (c) any executive director with a cost to company exceeding INR 25,00,000/- (Indian Rupees Twenty Five Lakhs only) per annum;

“Liquidation Preference Amount” shall have the meaning given to it under Clause 12;

“Liquidation Proceeds” shall have the meaning given to it under Clause 12;

“Liquidity Event” shall mean the occurrence of any of the following events:

- (a) commencement of any proceedings for the voluntary winding up or dissolution of the Company in accordance with the Act or the passing of an order of any court appointing a provisional liquidator or administrator in any other proceeding seeking the winding up of the Company, dissolution or the liquidation of the Company; and/or
- (b) the consummation of a sale, transfer, consolidation, merger, restructuring, reorganization or other similar transaction (whether in one or a series of transactions)

of the Company resulting in its shareholders (immediately prior to such transaction), collectively, retaining less than a majority of the voting power of the Company or the surviving entity immediately following such transaction after giving effect to any conversion, exercise or exchange of any Securities convertible into or exercisable or exchangeable for, such voting Securities; and/or

- (c) sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company or any other transaction which results in a change of Control of all or substantially all of the assets of the Company (including Intellectual Property Rights); or
- (d) any similar transaction which has the effect of the foregoing.

“**Losses**” shall mean all losses, liabilities, claims, demands, suits, judgments, awards, fines, penalties, Taxes, fees, settlements and proceedings, costs, expenses, diminution in value of Equity Shares or Securities (as the case may be) including reasonable attorneys' and accountants' fees and disbursements, but shall exclude any indirect and/or punitive losses and shall exclude any loss arising due to the Promoters or the Company acting in accordance with this Agreement or in accordance with the express instructions of an Investor;

“**Ordinary Course of Business**” means actions, events or circumstances that are taken in the ordinary course of the Person's normal day-to-day operations, and:

- (a) are 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; or
- (b) are consistent with past practice and existing policies of that Person;

“**Person**” means any individual, body corporate, partnership, association, company, joint venture, company, trust (including a discretionary trust), general partnership, limited liability partnership, limited liability company, fund, unincorporated organization or any other enterprise, or Authority and **Persons** shall be construed accordingly;

“**Qualified IPO**” or “**QIPO**” shall mean the underwritten initial public offering of any Equity Shares whether by a fresh issue of Equity Shares, or an offer for sale of the existing Equity Shares (or a combination of both) on a recognized stock exchange in India or outside India in compliance with Applicable Laws and consequent listing of the Securities of the Company on such stock exchange, with a minimum valuation and aggregate proceeds approved by the Board, and in accordance with the terms of this Agreement;

“**RBI**” means the Reserve Bank of India;

“**Related Party**” has the meaning given to it under the Act;

“**Relative**” of a natural Person has the meaning given to it in Section 2(77) of the Act;

“**Reserved Matter**” means such matters as listed out in **Schedule 3** (*Reserved Matters*);

“**SEBI**” means the Securities and Exchange Board of India;

“**Securities**” shall mean the Equity Shares, CCPS or any membership or ownership interests of a company, or any options, warrants, or other securities (including but not limited to compulsorily convertible preference shares and compulsorily convertible debentures), appreciation rights or instruments that are, directly or indirectly, convertible into, or exercisable or exchangeable for the Equity Shares (whether or not such derivative securities are issued) or any other equity securities of such company or may enable the holder thereof to acquire/exercise any voting rights in the company;

“**Shareholders**” means any Person who holds any Equity Shares of the Company and is registered under the register of members or the register and index of beneficial owners maintained by the relevant depository of the Company as a shareholder and who is a Party to this Agreement or becomes a Party by signing a Deed of Adherence;

“**Share Capital**” means the total issued and paid-up share capital of the Company or the Subsidiary (as the case may be), determined on a Fully Diluted Basis;

“**Shareholding Ratio**” or “**Shareholding Percentage**”, with respect to any Shareholder, means a ratio that the number of Securities owned by such Party (along with its Affiliates), at the relevant time, bears to the aggregate number of Securities of the Company then issued and outstanding, each on a Fully Diluted Basis;

“**SSA**” has the meaning given to it in Recital (B);

“**Subscription Amount**” shall have the meaning given to the term in the SSA;

“**Subscription Securities**” shall have the meaning given to the term in the SSA;

“**Transaction Documents**” means:

- (a) this Agreement;
- (b) the SSA;
- (c) the Charter Documents of the Company; and
- (d) other agreements, undertakings, certificates, letters and documents unanimously identified by the Parties as being Transaction Documents.

“**Tax**” and “**Taxes**” means any applicable direct or indirect taxes, assessments, service tax, social security charges, impositions, customs and other duties, which the Person is required to pay, withhold or collect, including any income taxes (including but not limited to minimum alternate tax, dividend distribution tax, buyback distribution tax, tax payable in a representative capacity), taxes on capital gains, property taxes, stamp duties, value added tax, goods and services tax, excise taxes, employee withholding taxes, payroll, social security and pension contributions, environmental taxes or other governmental charges or duties, levy of any kind including surcharge, cess and any interest, equalization levy, penalties, fines or other additions thereto under the Applicable Law for the time being in force;

“**Transfer**” means and includes any direct or indirect sale, assignment, lease, transfer, pledge, gift, Encumbrance or other disposition of or the subjecting to an Encumbrance of, any property, asset, right or privilege or any interest therein or thereto;

“Valuer” refers to KPMG, PricewaterhouseCoopers, Ernst & Young, Deloitte Touche Tohmatsu, Grant Thornton, TP Ostwal or such firm of chartered accountants associated with any of them and their respective successors or such firm as may be acceptable to the New Investor;

1.2 Interpretation

In this Agreement,

- (a) in addition to the above terms, certain terms may be defined in the recitals or elsewhere in the Agreement and wherever, such terms are used in the Agreement, they shall have the meaning so assigned to them;
- (b) the terms referred to in the Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute / legislation;
- (c) all the references in the Agreement to statutory provisions shall be construed as meaning and including references to:
 - (i) any statutory modification, consolidation or re-enactment made after the date of the Agreement and for the time being in force;
 - (ii) all statutory instruments or orders made pursuant to a statutory provision; and
 - (iii) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- (d) words denoting the singular shall include the plural and words denoting any gender shall include all genders;
- (e) headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of the Agreement or the schedules hereto and shall be ignored in construing the same;
- (f) references to recitals, clauses, schedules or exhibits are, unless the context otherwise requires, references to recitals, clauses, schedules and exhibits to the Agreement;
- (g) reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof;
- (h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under the Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day;
- (i) if any provision is a definition (or under this heading “Interpretation” and / or any other heading in the Agreement) and is a substantive provision conferring rights or imposing

obligations on any Party, notwithstanding that it is only in the definition (or such other Clause) effect shall be given to it as if it were a substantive provision in the body of the Agreement;

- (j) any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form;
- (k) any reference to a document being in “agreed form” means that the document has been agreed to in writing by the relevant Parties;
- (l) the words “include” and “including” are to be construed without limitation; and
- (m) representations and warranties made by the Promoters and the Company shall be made on a joint and several basis, and the liability of the Promoters and the Company to indemnify the Indemnified Party shall be on a several basis.

2. **EFFECTIVENESS AND OVERRIDING EFFECT OF THIS AGREEMENT**

2.1 **Effectiveness:** This Agreement shall come into effect on the Closing Date (“**Effective Date**”) and shall upon becoming effective, supersede all prior documents, discussion and other agreements between the Parties and remain effective until this Agreement is terminated in accordance with Clause 17 (*Termination*). The shareholding pattern of the Company on the Closing Date is as set forth in **Part B of Schedule 4** (*Shareholding Pattern on the Closing Date*).

2.2 **Overriding effect of this Agreement**

- (a) On and from the Effective Date, the rights and obligations of all shareholders of the Company, and the operation, control and management of the Company shall be interpreted, acted upon and governed in accordance with the terms and conditions of this Agreement.
- (b) The Company, Promoters and the Investors hereby agree and confirm that, on and from the Effective Date, all existing agreements or other written arrangements governing the rights and obligations as shareholders of the Company shall in all respects stand terminated, superseded, overridden, fully substituted and replaced in their entirety by the terms and conditions set forth in this Agreement and the other Transaction Documents. Notwithstanding the foregoing, it is clarified that any corporate actions taken or filings made by the Company pursuant to the SSA in connection with the issue and allotment of any Securities to New Investor shall continue to remain valid. It is hereby clarified and agreed by the Parties that this Agreement shall supersede, override and fully substitute the provisions pertaining to the shareholder rights and obligations under the share subscription and shareholders agreement executed by and amongst the Company, AIG Direct LLC, Anil Kumar Karusala, Vijitha Gorrepati, Aruna Karusala on 27 May 2025.
- (c) The terms of this Agreement shall prevail in case of any ambiguity or inconsistency between this Agreement and the Charter Documents.
- (d) On or prior to the Effective Date, the Parties shall cause the Charter Documents to be modified to incorporate and remove any inconsistency with the terms of this

Agreement. Each Shareholder agrees and commits that it/he shall vote on all its/ his Securities and shall take all other actions necessary and appropriate to ensure that the Charter Documents do not at any time conflict with the provisions of this Agreement and shall not vote to approve (or consent to the approval of) any amendment to such Charter Documents which would be inconsistent with this Agreement.

3. GOVERNANCE, DIRECTORS AND MANAGEMENT

3.1 Composition of the Board

- (a) Subject to Clause 3.1 (b) below, on and from the Effective Date, the Board shall be constituted in the following manner:
 - (i) each Promoter shall be entitled to be a Director on the Board of the Company ("**Promoter Director**") until such time that the Promoter(s) are employed by the Company;
 - (ii) In addition to the rights set forth in 3.1(a)(i) above, the Promoters shall be entitled to and nominate and appoint 3 (three) Directors on the Board of the Company ("**Other Directors**").
- (b) If the Investors collectively agree, they may jointly send a written notice to the Company and the Promoters to nominate a person to be appointed as a Director of the Company ("**Investor Director**"). In such case, the Board shall be expanded to 7 (Seven) Directors of which: (i) 3 (three) Directors shall be the Promoters themselves, (ii) 3 (three) Directors shall be nominated by the Promoters, and (ii) 1 (one) Director shall be the Investor Director.
- (c) Until the time the Promoter(s) are the Directors on the Board, they shall be the executive Directors of the Company.
- (d) The Company shall nominate the Promoters (or, in his place, any other employee of the Company, to the extent permitted by Applicable Laws) as "occupier" or "employer" or "person in charge" or "principal officer" or "compliance officer" or "authorized officer" or "officer having knowledge" as contemplated under Applicable Law.
- (e) The Directors shall not be required to hold any qualification Shares. Further, the Directors shall not be entitled to be paid any sitting fees for attending meetings of the Board.
- (f) The Promoters nominating a Director shall also have the right to remove such Director and upon a written notification being provided to this effect by such Promoters to the other Shareholders and the Company, the Company shall convene a meeting of the Shareholders and the Parties shall use their voting rights in relation to the Shares held by them to adopt the necessary resolutions for the removal of such Director and the appointment of such other Director as may be notified by the relevant Party. All appointments of Directors shall take place at duly constituted Board meetings or Shareholders' meetings, as prescribed under the Act, as the first item of business conducted thereat.

- (g) The Parties shall ensure that the Board is constituted in the manner set out in this Agreement (including Clause 3.1 (a)) and the Shareholders shall exercise their voting rights to ensure the constitution of the Board in such manner (including replacement of Director provided hereunder). Any appointment or removal of a Director shall, unless the contrary intention appears, take effect from the date it is notified to the Company in writing. In the event of resignation, retirement, death, removal or vacation of office of any Director, the Party which had appointed such Director shall be entitled to appoint/ nominate another Director to fill such vacancy, and such person shall hold office up to the date on which the Director in whose place such Director has been appointed would have held office. The appointment or removal or replacement of a Director shall be notified in writing to the Company by the respective Parties. All appointments of Directors shall take place at duly constituted Board meetings or Shareholders' meetings, as prescribed under the Act, as the first item of business conducted thereat.
- (h) The New Investor shall be entitled to appoint an observer to the Board who shall be entitled to receive notices of, and to attend, meetings of the Board but shall not be entitled to vote on any matter or be counted for the purpose of quorum (as set out in Clause 3.4(d)) till such time that the New Investor holds more than 3.5% (three point five percent) of the Share Capital of the Company.

3.2 **Alternate Directors**

- (a) Each Director shall be entitled to select 1 (one) alternate Director at any time to act on his behalf as a Director. Subject to the provisions of the Act, the Board shall approve the appointment of the Director selected as an alternate Director in accordance with the foregoing provision.
- (b) An alternate Director shall be entitled to receive notice of all meetings of the Board, to attend and vote at any such meeting at which the Director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointer as a Director.
- (c) An alternate Director shall automatically vacate his office as an alternate Director if the Director who appointed him ceases to be a Director.

3.3 **Chairman and Key Personnel**

The Chairman of the Board shall be appointed by majority of the Directors at each meeting of the Board and the Chairman shall not have a tie-breaking or a casting vote.

3.4 **Board Meetings**

(a) ***Frequency and Location***

The Board shall meet once every quarter in accordance with Applicable Laws and the Company Articles. Participation shall be in person or any medium recognized by Applicable Laws, with not more than 120 (one hundred and twenty) calendar days between any 2 (two) successive Board meetings. Minutes of all such meetings shall always be recorded in English and shall be circulated to all Board members for acceptance within 7 (seven) days of holding any meeting.

(b) *Notice*

A meeting of the Board may be called by the Chairman or any other Director. At least 7 (seven) Business Days' clear written notice shall be given to each of the Directors of any meeting of the Board provided always that a shorter period of notice may be permitted, subject to compliance with Applicable Laws and the written consent of the Other Directors being obtained in this regard. Such written notice shall be given at the usual address of the Directors residing in India and in case of Directors not ordinarily residing in India or currently residing out of India; the same shall be given at such address as notified by the concerned Director as a valid address for the service of notices for the time being (which may include an e-mail address subject to receipt confirmation). A copy of any document(s) to be reviewed and discussed at such meeting shall accompany such notice. Notices may be provided by electronic mail.

(c) *Agenda*

Every notice convening a meeting of the Board shall set out the agenda in full and sufficient details of the business to be transacted thereat and no item or business shall be transacted at such meeting unless the same has been stated in full and sufficient details in the notice convening the meeting of the Board.

(d) *Quorum for Board meetings*

- (i) The quorum for all meetings of the Board of Directors shall be 2 (two) directors which shall necessarily include the Promoter Directors subject to Clause 3.1 (*Composition of the Board*). No quorum for a meeting of the Board of Directors shall be validly constituted, unless the number of Directors constituting such quorum as mentioned hereinabove are present in person or through audio visual means at the time of commencement of the Board meeting and throughout its duration.
- (ii) Further the Parties agree that in case the valid quorum as provided under Clause 3.4(d)(i) is not present within 1 (one) hour of the time specified for the meeting of the Board of Directors, the meeting will be automatically adjourned to the same day at the same time and place as the original meeting, in the next week, or if that day is a national holiday, till the immediately succeeding day, which is not a national holiday, at the same time and place as the original meeting ("**First Adjourned Board Meeting**") and the same shall be notified by the Company to the Board of Directors if required under Applicable Law.
- (iii) If a valid quorum as set out in Clause 3.4(d)(i) above is not present within 30 (thirty) minutes of the time specified for such First Adjourned Board Meeting, the meeting will be automatically adjourned to the same day at the same time and place as the First Adjourned Board Meeting, in the next week, or if that day is a national holiday, till the immediately succeeding day, which is not a national holiday, at the same time and place as the First Adjourned Board Meeting ("**Second Adjourned Board Meeting**"). Subject to Applicable Law, if at such Second Adjourned Board Meeting the quorum is not present due to the absence of Promoter Directors within 1 (one) hour of the time appointed for the Second Adjourned Board Meeting, subject to Applicable Laws, the Directors present shall constitute valid quorum.

(e) *Circular Resolutions of the Board*

Subject to the provisions of the Act, a written resolution circulated to all the Directors, whether in India or overseas and signed by a majority of them as approved, shall be as valid and effective as a resolution duly passed at a meeting of the Board, called and held in accordance with this Agreement and the Company Articles (provided that it has been circulated in draft form, together with the relevant papers, if any to all the Directors in advance); provided however that if the resolution proposed to be passed by circulation pertains to any Reserved Matter, such circular resolution shall be valid and effective only if it has been approved in the manner contemplated under Clause 3.7 (*Reserved Matters*).

(f) *Electronic Participation*

The Company shall make provisions for the Directors and members of any committee of the Board to participate in meetings of the Board or committees of the Board through video conference, in a manner that is compliant with Applicable Law. The Directors may participate and vote in Board meetings by telephone or video conferencing or any other means of contemporaneous communication, in the manner permitted under Applicable Laws from time to time.

(g) *Decisions of the Board*

At any Board meeting, each Director may exercise 1 (one) vote. Subject to Clause 3.7 (*Reserved Matters*), a decision or resolution shall be said to have been made or passed at a Board meeting only if made or passed at a validly constituted Board meeting, and only if such decisions or resolutions are approved by a majority of Directors present and voting; provided that no matter other than the matters set forth in the agenda circulated to the Directors prior to any Board meeting shall be passed at any Board meeting.

(h) *Board Committees*

Subject to the Reserved Matter rights of the New Investor, the Board may constitute committees for various functions from time to time.

3.5 **Directors and Officers Liability Insurance**

The Company shall, at all times, and at its own cost obtain and maintain director and officer liability insurance for each Director and Key Personnel as beneficiary, in an amount, from such insurer and upon terms and conditions, as may be determined by the Board and acceptable to the New Investor ("**D&O Insurance**"). The D&O Insurance shall be obtained as on the Effective Date and shall be renewed from time to time at the cost of the Company.

3.6 **Shareholders' Meetings**

(a) *Shareholders' Meetings*

Subject to Applicable Laws, the Shareholders shall meet at least once in every year or more frequently as may be required, at such places and in such manner as the Board from time to time reasonably determines are convenient for the Shareholders.

(b) *Chairman of Shareholders' Meetings*

The chairman of the Board shall be the chairman of the Shareholders' meetings. The chairman of the Shareholders' meeting shall not have a second or a casting vote.

(c) *Quorum for Shareholders' meetings*

The quorum for a meeting of the Shareholders shall be in accordance with the Act and shall mandatorily consist of an authorised representative of the New Investor. Further, the Parties agree that in case the valid quorum as provided under this Clause 3.6(c) is not present within 30 (thirty) minutes of the time specified for the meeting, the meeting will be adjourned to the same day in the next week at the same time and place as the original meeting, or such other date and such other time and place as the Board may determine by written notice to all Shareholders ("**First Adjourned Shareholders Meeting**").

If a valid quorum is not present within 1 (one) hour of the time specified for such First Adjourned Shareholders Meeting, the Shareholders' meeting will be automatically adjourned to the same day at the same time and place as the First Adjourned Shareholders Meeting, in the next week, or if that day is a national holiday, till the immediately succeeding day, which is not a national holiday, at the same time and place as the First Adjourned Shareholders Meeting ("**Second Adjourned Shareholders Meeting**"). Subject to Applicable Law, if at such Second Adjourned Shareholders Meeting the quorum is not present due to the absence of authorized representative of New Investor within 1 (one) hour of the time appointed for the meeting the Second Adjourned Shareholders Meeting, the Shareholders (or their authorized representatives) present shall constitute valid quorum.

(d) *Notice*

- (i) A minimum of 21 (twenty-one) days prior written notice shall be given to all the Shareholders of any meeting of the Shareholders accompanied by the agenda for such meeting; provided that a shorter period of notice may be permitted subject to compliance with Applicable Laws and the written consent of the Shareholders being obtained in this regard.
- (ii) Each notice of a meeting of the Shareholders shall contain, among other things, the date, time and venue of the proposed meeting of the Shareholders and also an agenda specifying, in reasonable detail, the matters to be acted upon at the relevant meeting and shall be accompanied by all appropriate supporting information. All meetings of the Shareholders including preparation and circulation of materials and minutes for such meetings shall be in English. Notice of every such meeting shall be given in writing (including by way of email) to the Shareholders at their usual address, or such address as may have been expressly notified by them to the Company. The required notice to the Shareholders may be waived to the extent permitted by the Company Articles and the Act.
- (iii) No meeting of the Shareholders shall be considered to be validly constituted unless the proper notice as contemplated in this Clause 3.6(d) has been served or waived to the extent permitted by the Company Articles and the Act.

(e) ***Agenda***

Every notice convening a meeting of the Shareholders shall set out the agenda in full and sufficient details of the business to be transacted thereat and no item or business shall be transacted at such meeting unless the same has been stated in full and sufficient detail has been provided in the notice for the meeting and consented to by the Shareholders. A copy of any document to be reviewed or discussed at such meeting shall accompany such notice unless otherwise agreed by the Shareholders in writing.

(f) ***Proxy***

Each Shareholder may authorize in writing any Person to act as its representative at any meeting of the Shareholders (which shall be binding on such Shareholder), and such representative shall be entitled to exercise all of the powers of such Shareholder on its behalf at such meeting, but shall not otherwise have or hold any economic or other ownership interest in the Company.

(g) ***Voting***

- (i) On and from the Effective Date, the Shareholders shall be entitled to exercise voting rights in proportion to their Shareholding in the Company determined on a Fully Diluted Basis.
- (ii) Each CCPS shall be entitled to same voting rights as applicable to such number of Equity Shares into which such CCPS could then be converted. To this effect, if Applicable Law does not permit the holders of CCPS to exercise such voting rights, then until the conversion of all the relevant CCPS into Equity Shares, Parties shall vote in accordance with the instructions of the holders of such CCPS at a general meeting of Shareholders, in respect of such number of Equity Shares, such that the relevant proportion of the Equity Shares of the Company are voted on in the manner required by holders of the relevant CCPS.
- (iii) Subject to quorum requirements, other than with respect to Reserved Matters, all other matters at the meeting of Shareholders shall be decided by a simple majority or special majority as required under the Act. It is clarified that matters or decisions shall be generally decided at the level of the Board or the Committees in accordance with Clause 3.4 (*Board Meetings*) (including quorum and voting requirements) and shall not be brought to a Shareholders' meeting unless such matter is required under the Act to be decided at a Shareholders' meeting.

3.7 If the Investors agree, they can jointly send a written notice to the Company and the Promoters recommending the appointment a reputed third-party consultant to provide consultancy services such as administration, finance or marketing in the interest of ensuring efficient operations of the Company.

4. **RESERVED MATTERS**

4.1 **Reserved Matter**

Notwithstanding any other provisions in this Agreement or any power conferred upon the Board by this Agreement, the Act or the Company Articles, no action or decision shall be taken by the Company, or any of the employees, officers or managers of the Company nor shall any resolutions be passed in a Board or Shareholders' meeting in respect of any of the Reserved Matters set out in **Schedule 3 (Reserved Matters)** after the Closing Date, in respect of the Company, without the prior written consent of the Investors.

4.2 In the event that any resolution is passed in a meeting of the Board or Shareholders in breach of the provisions of this Clause 3.7 (*Reserved Matters*), such resolution shall be void and invalid *ab initio*.

5. **DEADLOCK**

5.1 If the Company, or the Board, or any committee of the Board is unable to pass a resolution on any Reserved Matters in a Board meeting, a Shareholders' meeting, or a meeting of a committee of the Board, for any reason whatsoever (including lack of quorum in 2 (two) consecutive meetings of the Shareholders due to any Investor rejecting a Reserved Matter, the Board, or any committee of the Board, as applicable), then two-thirds of the Investors may call such an event as a deadlock ("**Deadlock**") by issuing a notice in writing to the Promoters, Existing Investor and the Other Investors hereof ("**Deadlock Notification**").

5.2 In the event of a Deadlock, the Promoters and the Investors shall negotiate in good faith to resolve the Deadlock within 30 (thirty) days from the date the Deadlock Notification has been issued.

5.3 If the Promoters and the Investors are unable to resolve the Deadlock within the period specified in Clause 5.2, the Promoters and the Investors shall appoint a neutral disinterested third party ("**Mediator**") to assist them in resolving the matter within a period of 14 (fourteen) days from the date of reference of the Deadlock to the Mediator ("**Mediation Period**").

5.4 If the Deadlock is not resolved pursuant to Clause 5.3, within the Mediation Period, then the Promoters and each of the Investors shall have the right to issue a notice to the other Party and invoke dispute resolution in the manner provided in Clause 19 (*Governing Law, Jurisdiction and Dispute Resolution*) of the Agreement.

5.5 While dispute resolution under Clause 19 (*Governing Law, Jurisdiction and Dispute Resolution*) is pending or ongoing, each of the Shareholders shall act in good faith and will do all such acts or things as may be reasonably necessary to preserve the Business and goodwill of the Company. The Company shall continue to operate during any period of Deadlock, but no action shall be taken that would prejudice the outcome of the matter in Deadlock.

6. **BUSINESS PLAN AND BUDGET**

6.1 With effect from the Effective Date, the Board shall adopt and implement an annual business plan in the form and substance approved in writing by the New Investor, which shall be updated and/or revised as necessary on an annual basis ("**Business Plan**"). The Company shall undertake the Business in accordance with the Business Plan and the Budget. The Business Plan and the Budget for each Financial Year shall include, without limitation, matters relating to overall business strategy, target customers, annual budget and financial projections of the Company, estimated project cost, means of finance, projected financial statements including

profit and loss account, balance sheet and cash flow statements for the ongoing Financial Year and the subsequent Financial Year.

- 6.2 For each Financial Year, the management of the Company shall prepare for the approval of the Board a draft Business Plan and a draft Budget of the Company which the management of the Company shall submit to the Board for its approval not less than 30 (thirty) Business Days before the end of the preceding Financial Year of the Company.
- 6.3 In the event the Board fails to approve and adopt the draft Business Plan and the draft Budget within 30 (thirty) Business Days from the date of their submission under Clause 6.2 above, the Business Plan and the Budget of the previous Financial Year shall continue to apply (with such amendments as may be approved by the Board) until such time as the Board has approved the updated Business Plan and the updated Budget in a Board meeting.

7. **AUDIT AND INFORMATION RIGHTS**

- 7.1 The Other Investors and the New Investor will, either by themselves or through their duly authorized agent, be entitled to examine the books and accounts of the Company (more particularly and within the timelines set out hereunder), and the Company shall be required to provide all such information including the following:
- (a) unaudited quarterly financial statements of the Company in respect of each fiscal quarter of the Company within 30 (thirty) days of the end of that fiscal quarter;
 - (b) audited financial statements of the Company in respect of each Financial Year of the Company within 3 (three) months from the end of that Financial Year;
 - (c) monthly financial reports (including bank statements, accounting ledger and any other financial key performance indicator), monthly operational reports, monthly commercial reports, monthly and quarterly accounting reports within 30 (thirty) days from the end of the relevant month;
 - (d) notices, circulars or agenda with respect to any meeting of the Board, committee or Shareholders including any notice or circular issued by, or given to, any Shareholders, relating to the Business or affairs (financial or otherwise) of the Company within 7 (seven) Business Days of the meeting;
 - (e) minutes of the meeting of the Board, any of its committees and Shareholders within 7 (seven) calendar days of the meeting;
 - (f) Copies of any changes to licenses and any material agreements;
 - (g) Copies of any reports submitted for purposes of regulatory compliance and of notices received or reports or notices submitted to any governmental agency;
 - (h) Details of any litigation (including any winding-up proceedings, applications or notices filed in connection with the Company under any enactment or regulation), proceedings or material dispute or adverse changes that impedes or which is likely to adversely affect its business or assets or otherwise;
 - (i) Details of any event of force majeure or any other event which would have an effect on the Company's profits or business; and

- (j) such further information as the relevant Investor may from time to time require as to all matters relating to the Business or affairs or the financial position or prospects of the Company.

7.2 The Company hereby agrees and undertakes to provide the quarterly financial results along with the management information system (“**MIS**”) to the Other Investors and the New Investor within a period of 4 (four) weeks from the end of each fiscal quarter.

7.3 The Company and the Promoters acknowledge and agree that all reporting, including monthly, audited and unaudited information of the Company shall be prepared and presented on an accruals basis of accounting and comply with the Indian Accounting Standards (Ind AS).

8. FURTHER FUNDING

8.1 Pre-Emptive Right

- (a) In the event that the Company at any time proposes to issue any new Securities, not being an Excluded Issuance, (“**Issuance Securities**”) in accordance with Clause 3.7 (*Reserved Matters*) (“**Further Issuance**”), the Shareholders shall have a pre-emptive right (but not an obligation) to subscribe to their *pro rata* Issuance Securities basis their respective Shareholding Ratio (“**Pre-emptive Right**” and such number of *pro rata* Issuance Securities referred to as “**Pre-Emptive Securities**”).
- (b) The Pre-emptive Right shall be offered by the Company by issuing a written notice to Shareholders (“**Issuance Notice**”) setting forth in detail the terms and the price of the proposed Further Issuance (“**Issuance Price**”), the date of closing of the proposed issuance, the number of Issuance Securities proposed to be issued and the number of such Shareholder’s Pre-Emptive Securities.
- (c) If any of the Shareholders proposes to exercise its Pre-emptive Right, then within 15 (fifteen) Business Days from the date of receipt of the Issuance Notice, the relevant Shareholder shall send a notice to the Company accepting the offer to subscribe all or up to all the Issuance Securities at the Issuance Price (“**Issuance Acceptance Notice**”). Such Shareholders, who accept the offer to subscribe to the relevant Issuance Securities shall pay for and subscribe to all or up to all its respective Pre-Emptive Securities on the terms and conditions set out in the Issuance Notice within 15 (fifteen) Business Days from the date of issuance of the Issuance Acceptance Notice. Subject to the receipt of the payment against exercise of the Pre-emptive Right by the Shareholders, the Company shall issue and allot the relevant number of Issuance Securities to the Shareholder on the date of closing of the issuance as stated in the Issuance Notice or any other date as mutually agreed upon by the Company and the Shareholder(s) at a price not less than the Issuance Price.
- (d) In the event any Shareholder does not notify its intention to subscribe to the Issuance Securities by issuing the Issuance Acceptance Notice or if any Shareholder does not subscribe to all or part of such Issuance Securities within 15 (fifteen) Business Days of issuing the Issuance Acceptance Notice (“**Unsubscribed Securities**”), then the other Shareholders who are desirous of exercising their Pre-Emptive Right (“**Subscribing Shareholders**”) have a right (but not an obligation) to invest the entire amount represented by (x) the Unsubscribed Securities (subject to, where more than one Subscribing Shareholder wishes to participate, reduction *pro rata* to their

Shareholding) and their respective Pre-Emptive Securities multiplied by (y) the Issuance Price per Issuance Security (“**Add-On Subscription**”).

- (e) If no Shareholder subscribes or subscribes only to a part of the Unsubscribed Securities, then the Company may issue and allot such Unsubscribed Securities to any Person who has been approved as part of the approval for the Further Issuance pursuant to Clause 3.7 (*Reserved Matters*) (“**Third Party Subscriber**”) at the Issuance Price in accordance with the Issuance Notice, within a period of 60 (sixty) days from the date of the Issuance Notice being declined by Shareholders. Provided that if the Third-Party Subscriber is a Competitor, then the Company shall issue Issuance Securities or unsubscribed Issuance Securities to such Competitor only upon procuring prior consent of each of the New Investor.
- (f) Any Shareholder or Third-Party Subscriber shall simultaneously with subscribing to any portion of the Issuance Securities execute the Deed of Adherence enclosed as **Schedule 2** (*Form of Deed of Adherence*).

8.2 **Anti-Dilution**

If the Company issues Securities to any person including a Shareholder (other than an Exempted Issuance) at a price per Security which is less than or equal to the price per Security at which the Securities were issued to the Investor (“**Dilution Instrument**”), then such Investor shall be entitled to anti-dilution protection in relation to the Securities held by Investors.

The Company and the Promoters may deploy one or more methods (as required and to the satisfaction of Investors) to give full effect to the adjustment on broad based weighted average basis, including the following: (i) the conversion ratio of CCPS shall, subject to Applicable Laws, be re-set to ensure that the CCPS shall convert into such number of Equity Shares to reflect that the subscription of such CCPS occurred at a price per Security equivalent to the price of Investors Securities as effective immediately after the issue of the Dilution Instruments, (ii) a bonus issuance of additional Equity Shares to such Investors (subject to Applicable Law) (iii) purchase of Securities from the Promoters at the lowest price as per Applicable Law.

- 8.3 It is hereby clarified that all Shareholders of the Company (except New Investor) shall waive any and all Anti-Dilution, Pre-Emptive Rights and other adjustment or participation rights in connection with the investment of the Subscription Amount by New Investor in the Company.

9. **TRANSFERS**

9.1 **General Transfer Restrictions**

- (a) Subject to Transfers permitted under this Clause 9 (*Transfers*), the Promoters shall not Transfer Securities held by them in the Company. Any permitted Transfers of Securities by the Promoters shall be subject to Clause 9.2 (*Right of First Refusal*) and Tag Right under Clause 9.3 (*Tag Rights*).
- (b) The Investors may transfer their Securities in the Company at any time and the transferee signs a Deed of Adherence assuming the rights and obligations under this Agreement.

- (c) Notwithstanding anything in this Agreement, no Shareholder of the Company shall transfer Securities in the Company to a Competitor.
- (d) Any Transfer of Securities by a Shareholder in accordance with this Agreement shall not be made unless the transferee agrees to accede to this Agreement by executing a Deed of Adherence. Such Deed of Adherence shall have been delivered to the Company and to each of the Shareholders. No Deed of Adherence needs to be executed where the transferee or allottee, as the case may be, is already a Party to this Agreement. Each Party acknowledges and agrees that, upon the transferee or allottee duly executing the Deed of Adherence, such Person shall become a Party to this Agreement in accordance with the terms of the Deed of Adherence.
- (e) Any Transfer made by a Shareholder in contravention of this Clause 9 (*Transfers*) shall be void.
- (f) **Transfer to Investor Affiliate:** Each of the Investors shall have the right to Transfer, the whole or part of the Securities held by it in the Company to one or more of its Affiliates, provided that:
 - (i) upon such Transfer, the New Investor and/or the Other Investors (*as the case may be*) shall be jointly and severally liable along with its transferee Affiliate for all its obligations, liabilities and covenants herein; and
 - (ii) notwithstanding any provisions to the contrary in this Agreement, if an Investor transfers part of its Securities to any Affiliate or additional Securities are issued to any Affiliate of such Investor, all of such Investor, and Affiliates (collectively, the **Security-holder Group**) shall be treated as a single shareholder and their obligations, covenants and undertakings hereunder shall be joint and several, and a breach by any one member of the Security-holder Group of its obligations, covenants or undertakings hereunder shall be deemed as a collective breach by the other members of the Security-holder Group of their respective obligations, covenants and undertakings hereunder. Each Security-holder Group shall nominate one person within the Security-holder Group who shall act for and on behalf of each member of the Security-holder Group in respect of any right, action or waiver to be exercised by any member of the Security-holder Group under or in connection with this Agreement (including the nomination, replacement or removal of the Directors by the relevant Shareholder).

9.2 Right of First Refusal

- (a) Any Transfer of Securities by any Promoters at any time shall be subject to New Investor's right of first refusal ("**ROFR**") which will be exercised in the following manner:
 - (i) In the event a Promoter ("**ROFR Offering Party**") receives a bona fide offer ("**Sale Offer**") from a third party ("**Prospective Acquirer**") for the purchase of any of the Securities of the Company held by such ROFR Offering Party and the ROFR Offering Party proposes to Transfer the Securities held by it ("**Offer Securities**") to such Prospective Acquirer, then it shall first, within 3 (three) Business Days of the receipt of the Sale Offer, but in any case prior to

accepting the Sale Offer, issue a written notice (“**ROFR Notice**”) (along with a copy thereof to the Company) to sell the Offer Securities to the New Investor on the same terms and the same price set out in the Sale Offer.

- (ii) The ROFR Notice shall set out, *inter-alia*, (i) the price and terms on which the Offer Securities are proposed to be sold to the Prospective Acquirer (**Offer Terms**); (ii) all other arrangements, understandings and agreements between the ROFR Offering Party and the Prospective Acquirer, whether oral or in writing; (iii) a representation that the Proposed Acquirer has been informed of the ROFR; and (iv) the details of the Prospective Acquirer, including without limitation the identity of the Prospective Acquirer.
- (iii) Within 30 (thirty) Business Days from the receipt of the ROFR Notice (“**ROFR Period**”), the New Investor may at its option issue a written notice (“**ROFR Acceptance Notice**”) to the ROFR Offering Party stating its intent to purchase either through itself or any of its Affiliates, all of the Offer Securities on the Offer Terms as stated in the ROFR Notice, which notice shall be irrevocable and binding on the ROFR Offering Party.
- (iv) If a ROFR Acceptance Notice is provided, the sale by ROFR Offering Party to the New Investor (or a person identified by it) of the Offer Securities, shall be completed within 30 (thirty) Business Days (or such longer period as is required to obtain any consent or approval from the Authority for the Transfer) of the receipt by the ROFR Offering Party of the ROFR Acceptance Notice.
- (v) If: (A) the New Investor has not notified the ROFR Offering Party that it wishes to purchase the Offer Securities within the ROFR Period; or (B) the New Investor has notified the ROFR Offering Party within the ROFR Period that it does not wish to purchase the Offer Securities; or (C) the New Investor having notified the ROFR Offering Party that it (either itself or through a third party) wishes to purchase the Offer Securities, fails to purchase (or cause to be purchased) the Offer Securities within 30 (thirty) Business Days (or such longer period as is required to obtain any consent or approval from the Authority for the Transfer) from the expiry of the ROFR Period for no default on the part of the ROFR Offering Party (“**Expiry Period**”), the ROFR Offering Party may Transfer the Offer Securities to the Prospective Acquirer on terms no better than those set out in the Offer Terms at any time within a period of 45 (forty five) Business Days after the last day of the Expiry Period.
- (vi) In the event that the Transfer of the Offer Securities to the Prospective Acquirer is not completed within 45 (forty five) Business Days from the end of the Expiry Period, then the provisions of this Clause 9.2 shall re-apply to any Transfer of Offer Securities by the ROFR Offering Parties.
- (vii) Simultaneously with the sale of the Offer Securities to the Prospective Acquirer the ROFR Offering Party shall procure that the Prospective Acquirer shall execute a Deed of Adherence. Upon completion of such sale, the ROFR Offering party shall furnish to the New Investor adequate documentary evidence to prove that the sale of the Offer Securities was completed as per the Offer Terms.

- (viii) In the event the Prospective Acquirer intends to conduct a due diligence of the Company, the Promoters and Shareholders shall cause the Company to facilitate a customary due diligence for a transaction of this nature, provided however, prior to facilitating any sharing of data, the Prospective Acquirer shall be required to enter into a non-disclosure agreement with the Company. It is hereby clarified that neither the Shareholders nor the Company will be required to provide any representations or warranties to the Prospective Acquirer. Each Shareholder shall have the right to cause the Company to be diligenced by a Prospective Acquirer not more than once in a financial year.

9.3 Tag Rights

- (a) In the event a ROFR Offering Party ("**Tag Offeror**") is desirous of accepting a Sale Offer constituting the sale of Securities held by such ROFR Offering Party equivalent to 10% (ten percent) or more of such ROFR Offering Party's shareholding and where the collective shareholding in the Company of the Promoters will not fall below 50% (Fifty percent) due to the sale of Securities by the ROFR Offering Party pursuant to the Sale Offer, then subject to following, and notwithstanding the New Investor's failure to issue a ROFR Acceptance Notice or rejection of its right of first refusal in accordance with Clause 9.2 (*Right of First Refusal*), the New Investor ("**Tag Along Party**") shall have a right, exercisable upon issuing an irrevocable written notice to the ROFR Offering Party ("**Tag Notice**") within 15 (fifteen) days of expiry of the Expiry Period ("**Tag Period**"), to participate in such sale of Securities on the same terms and conditions as set out in the Sale Offer ("**Tag Right**"). The Tag Notice shall be for up to all Proportionate Tag Securities held by the Tag Along Party ("**Tag Securities**"). For the purpose of this Clause 9.3, the term "**Proportionate Tag Securities**" means such number of Securities in relation to the Tag Along Party, calculated as follows:

(Tag Offeror's Securities proposed to be Transferred to the Prospective Acquirer divided by total number of Securities held by the Tag Offeror) multiplied by number of Securities held by the Tag Along Party.

- (b) The Tag Along Party shall have the right to Transfer the Tag Securities to the Prospective Acquirer along with the Securities being Transferred by the Tag Offeror. Upon receipt of the Tag Notice, the Tag Offeror shall make all necessary arrangements with the Prospective Acquirer in order that the Tag Securities may be included in the relevant transaction and purchased by the Prospective Acquirer on the same terms and conditions (including with respect to price) as that offered to the Tag Offeror and as described in the Sale Offer and at the same time as the sale of Securities by the Tag Offeror.
- (c) While exercising the Tag Right *vis the vis* the Tag Securities, the Tag Along Party will be required to extend customary representations and warranties in relation to its title to such Securities and authority to Transfer the same to the Prospective Acquirer, provided that the Tag Along Party shall not be required to provide representations or warranties that are more extensive in scope, nature or extent to those being provided by the Tag Offeror.
- (d) It is hereby clarified that if the Prospective Acquirer declines or fails to purchase the Tag Along Shares in accordance with this Clause 9.3 (*Tag Along Right*), the Tag Offeror shall not make the proposed Transfer of its Securities to the Prospective

Acquirer and if purported to be made, such Transfer shall be void and the Company shall not register such Transfer of such Securities.

- (e) In the event the Tag Along Party has not issued the Tag Notice within the Tag Period, then (a) the Tag Offeror shall complete the Transfer of the Offer Securities within 45 (forty five) Business Days from the expiry of the Tag Period (or such longer period as is required to obtain any consent or approval from a competent Authority for the Transfer) and (b) the Tag Offeror shall ensure that the Prospective Acquirer, simultaneously with the acquisition of the Offer Securities, shall enter into a Deed of Adherence.

10. EXIT RIGHTS

10.1 The Company and the Promoters shall facilitate an exit for the Investors at any time within the Exit Period by way of: (i) a Qualified IPO in the manner contemplated in Clause 10.2 (*Qualified IPO*) below; or (ii) a Secondary Sale in the manner contemplated in Clause 10.3 (*Secondary Sale*) below; or (iii) Buyback (as per Clause 10.4 (*Buyback*)); or (iv) Put Option (as per Clause 10.5 (*Put Option*)), or by any other alternative exit option as proposed by the Company and Promoters and approved by Investors.

10.2 Qualified IPO

- (a) The Company shall, and the Promoters shall make best efforts to provide an exit to the Other Investors and the New Investor by way of a Qualified IPO within the Exit Period. A QIPO shall occur at a minimum valuation agreed by the Board and acceptable to the Investors. The Company shall appoint and retain reputable merchant bankers, underwriters and other advisors on the recommendation of the Board.
- (b) In the event of an offer for sale, the New Investor shall, subject to Applicable Laws, have the right to require the Company to ensure that the Investors are permitted to participate in the offer for sale up to their entire Shareholding in the Company, at their sole discretion, and the Promoters agree to offer as many of their Securities in the QIPO as may be required to obtain listing of the Company subject to Applicable Laws. The Company and the other Parties shall undertake all acts necessary to facilitate and enable such sale.
- (c) In the event that any Securities are to be made subject to any lock-in requirements in connection with the QIPO, the Promoters shall offer as many Securities in the QIPO to satisfy such lock-in requirements, as may be required under Applicable Laws, to enable the listing of Securities of the Company.
- (d) Subject to Applicable Laws, the QIPO shall be structured in a way such that under no circumstances shall the Investors be considered as, or deemed to be, a “promoter” of the Company in any offering or other document pertaining to the QIPO or as a person acting in concert with the “promoter”, and none of the Securities held by any of the Investors will be considered as, or as deemed to be, “promoter shares” under Applicable Laws or be subject to conditions applicable to the “promoter” under Applicable Laws, for and after the QIPO, with respect to any public offerings by the Company (including the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018), as amended from time to time). Subject to Applicable Law, the QIPO shall be undertaken

in a manner that does not result in the imposition of any lock-in/ moratorium or other Encumbrance in respect of any dealing in Securities by any of the Investors.

- (e) Subject to requirements of Applicable Law, all costs and expenses incurred in relation to the QIPO shall be borne by the Company. If any of the selling shareholders (in such QIPO) appoints any legal counsel in relation to the Equity Shares issued/ offered by it in the QIPO, then such selling shareholder shall bear the costs of their legal counsel appointed by it.
- (f) The Investors agree to the alteration/ termination/ dilution of their rights in this Agreement and the Company Articles to ensure that the Company complies with the Applicable Laws and all regulatory requirements (inclusive of the requirements of the stock exchanges and under the listing agreements) for the purposes of listing of the Equity Shares of the Company on a recognized stock exchange in India.
- (g) If the listing and trading of Equity Shares of the Company is not completed within 8 (eight) months from such date of alteration/ termination/ dilution of the rights under this Agreement, the Promoters shall ensure that all necessary actions are taken to reinstate the rights that the Investors had immediately prior to the date of such alternation/ termination/ dilution of rights.

10.3 Secondary Sale

- (a) At any time within the Exit Period, the Company shall and the Promoters shall facilitate a sale of all and not less than all the Securities held by the Investors, with the prior written consent of the New Investor, to a third-party purchaser ("**Secondary Sale**") at a price per Security as determined by a Valuer appointed by the Board which is of such minimum valuation and terms as approved and accepted by the New Investor ("**Exit Price**").
- (b) Further, the Board shall decide on (i) the nature of the Secondary Sale; (ii) the Exit Price; and (iii) all other matters related to the Secondary Sale.
- (c) The New Investor shall have absolute discretion to accept the terms of the Secondary Sale offered to it, including the price and the terms for the sale of the Securities held by the New Investor and the identity of the third party transferee.
- (d) The Secondary Sale shall be deemed to have been completed vis-à-vis an Investor when all the Securities held by the Investors which are offered for sale by such Investor/s are purchased by the third-party buyer in the Secondary Sale.
- (e) The Company and the Promoters shall provide all representations and warranties in relation to the Company as required by the third party buyer in the Secondary Sale.
- (f) Where the Company decides to raise subsequent rounds of funding, the New Investor, at its discretion, may decide to sell its shares to the incoming new investors at a price / term agreeable to the New Investor.

10.4 Buyback

Upon the expiry of the Exit Period, if the Company has not initiated a QIPO and/or is not able to successfully complete a QIPO in accordance with the provisions of Clause 10.2 (*Qualified IPO*) above, and has not fulfilled its obligations under Clause 10.3 (*Secondary Sale*) above with respect to the Investors, the Company may, at its sole discretion and control, choose to buy-back all of the Securities held by the Investors at a price not lesser than the Fair Market Value, subject to Applicable Laws and the Promoters and any other Shareholders hereby undertake not to offer the Securities held by them, in such buy-back by the Company. It is clarified that option does not provide the Investors the right to require the Company to buyback all of the Securities held by them on or after the period stated above.

10.5 **Put Option**

In the event that the Company and the Promoters are unable to provide an exit to the Other Investors and/or the New Investor through a QIPO in the manner contemplated in Clause 10.2 (*Qualified IPO*) or a Secondary Sale in accordance with Clause 10.3 (*Secondary Sale*) above, then in addition to the Company's obligation to conduct a Buyback (as per Clause 10.4 (*Buy Back*) above), at any time from after the expiry of the Exit Period, the New Investor shall have a right to require the Promoters to purchase all Securities held by the New Investor and the Other Investors in the manner set out in this Clause 10.5 ("**Put Option**"):

- (i) Subject to 10.2(a), the New Investor and the Other Investors shall have an option to sell all (and not less than all) of their Securities ("**Put Option Securities**") to the Promoters on the following terms:
- (ii) The New Investor shall issue a notice ("**Put Exercise Notice**") to the Promoters requiring it to purchase (through itself or its Affiliate) the Put Option Securities at the price determined by the Valuer ("**Exercise Price**").
- (iii) Upon receipt of the Put Exercise Notice, the Promoters shall be obligated to purchase (or cause to be purchased) all but not less than all the Put Option Securities then held by the New Investor and the Other Investors at the Exercise Price within a period of 45 (forty five) days from the date of issuance of the Put Exercise Notice.
- (iv) The exercise and completion of Put Option shall not be subject to any other approvals, consents or pre-emption rights whether under this Agreement or under Charter Documents. The Company shall render all necessary cooperation to the New Investor, Other Investors and the Promoters for the purposes of giving effect to the Transfer of the Put Option Securities pursuant to the exercise of the Put Option. It is agreed that the relevant Parties may enter into such additional documentation to give effect to the Put Option.

11. **EVENT OF DEFAULT**

11.1 Each of the following events or circumstances shall independently be an "**Promoter Event of Default**" under this Agreement:

- (a) other than a material breach is arising due to a matter expressly consented to by the Investors, material breach by the Company and/or Promoters of the terms of Clause 3 (*Governance, Directors and Management*), Clause 3.7 (*Reserved Matters*), Clause 7 (*Audit and Information Rights*), Clause 8 (*Further Funding*), Clause 9 (*Transfers*),

Clause 13 (*Representations, Warranties and Covenants*), Clause 14 (*Indemnity*), Clause 15 (*Confidentiality*), Clause 16 (*Non-Compete and Non-Solicit*); or

- (b) an application being filed in relation to the insolvency resolution process of the Company or the Promoters under the Insolvency and Bankruptcy Code, 2016 or similar Applicable Laws before National Company Law Tribunal (NCLT) or other court(s) of relevant jurisdiction, unless such application is withdrawn or dismissed before NCLT or such other court(s) within 30 (thirty) days from the date of such application filing by a financial creditor of the Company and within 45 (forty five) days from the date of such filing by an operational creditor of the Company, or any other party for a filing in any other court, which shall be subject to extension if the Promoters or the Company has done everything to contest but is unable to do so because a court date is unavailable; or
 - (c) any act of fraud, gross negligence or wilful misconduct by any of the Promoter; or
 - (d) the Promoters being convicted by an order in relation to any criminal offence by a court of competent jurisdiction; or
 - (e) a Promoter being barred by any Governmental Authority from holding the position of Director in the Company, or if a Promoter is disqualified from being a director in a company.
- 11.2 Upon the occurrence of a Promoter Event of Default, the New Investors shall consult as regards whether or not to issue a notice in writing ("**Promoter Default Notice**") to require the Promoters to remedy such Event of Default within a period of 60 (sixty) days, unless mutually extended, from the receipt of the Default Notice, if such default is capable of being remedied ("**Promoter Remedy Period**"). If a Promoter Default Notice is issued, then during the Promoter Remedy Period and subject to the New Investor(s) taking decisions (whether or not at the shareholders' meeting of the Company) to operate and manage the Business in the Ordinary Course of Business, the Promoters will sign documents and undertake required actions to facilitate continuity of operations of the Company, provided that such restrictions shall not apply to the New Investor(s) if required to take urgent decisions to keep the Company's business solvent.
- 11.3 If a Promoter Event of Default, (a) is capable of being remedied but is not remedied within the Promoter Remedy Period, then on and from the expiration of the Promoter Remedy Period; or (b) is not capable of being remedied, then on and from the receipt of the Promoter Default Notice, the New Investor shall, have the right but not the obligation, and notwithstanding the provisions of Clause 9.1(a), to exercise one or more of the following rights:
- (a) require the Company to buy back, and the Promoters shall co-operate to cause the Company to buy back, subject to Applicable Laws, up to all (but not less than all) of the Securities held by the New Investor in accordance with Applicable Laws (the "**EOD Put Right**"), at a price equivalent to the Fair Market Value ("**EOD Put Price**"), by issuing a written notice to the Company ("**EOD Put Notice**"); or
 - (b) accelerate the exit rights under Clause 10 (*Exit Rights*) including Put Option under Clause 10.5, and the Company and the Promoters shall be obligated to facilitate such exit within a period of 6 (six) months from the date of receipt of a written notice from the New Investor in this regard;

- (c) the New Investor shall purchase (directly or through their nominated purchasers) up to all Securities (on a pro-rata basis) held by the Promoters at the lowest price as per Applicable Law of such Promoter's Securities.
 - (d) cause the Company to buy back all or part of the Securities held by the Promoters at the lowest price as per Applicable Law of such Promoter's Securities.
- 11.4 If the Promoters are directly responsible for a Promoter Event of Default which is not remedied within the Promoter Remedy Period, the governance rights available to the Promoters under this Agreement (if any) shall be suspended with immediate effect and, to the extent that the Promoter is a Director, the New Investor shall have the right to require that such Director be removed from office temporarily, provided that the Promoter's rights and his appointment as Director shall be reinstated upon cure of the Event of Default to the reasonable satisfaction of the Investors.
- 11.5 The Parties agree and undertake to provide all necessary assistance to each other for giving effect to the Transfer of the Shares held by New Investor pursuant to the exercise of the rights set out in Clause 11.3 above. If the completion of any Transfer of the Securities pursuant to Clause 11.3 requires any authorizations / approvals, then Promoters and / or the Company shall take all necessary steps, including making all necessary applications, in order to obtain such authorizations / approvals and complete the Transfer. The costs (other than the actual purchase price) involved in the Transfer of Shares and all actions ancillary thereto shall be borne by the defaulting Party. Further, in connection with any purchase of the Securities of the Promoters pursuant to Clause 11.3 above, the Promoters shall provide all customary representations and warranties with respect to their title to such Securities (and related indemnities) as may be required by the New Investor.

12. LIQUIDATION PREFERENCE

Subject to Applicable Laws, upon the occurrence of a Liquidity Event, the entire proceeds of the Liquidity Event (subject, in case of point (i) of the definition of Liquidity Event, only to mandatory requirements under Applicable Law) ("**Liquidation Proceeds**") shall be applied towards distribution to the Shareholders in the following order of priority:

- (a) to the holders of CCPS, up to the Liquidation Preference Amount.
- (b) to the Equity Shareholders of the Company, up to the Liquidation Preference Amount.

It is hereby clarified that in the event the Liquidation Proceeds do not exceed the aggregate of Investors' Liquidation Preference Amount, then in such case the entirety of the Liquidation Proceeds shall be distributed to Investors pro rata to their Liquidation Preference Amount;

- (c) Any amounts remaining, post distribution of the amounts in sub-clause (a), shall be distributed to and any other holders of Equity Shares *pro rata* to their Shareholding Ratio.

For the purpose of this Clause, "**Liquidation Preference Amount**" shall be calculated as follows: (a) Investors with respect to their CCPS shall be entitled to a preference on the

Liquidation Proceeds such that each Investors receives the higher of: (a) 1x (one times) the CCPS issue price along with all accrued but unpaid dividends, and (b) amounts equal to the percentage of the Liquidation Proceeds pro rata to their *inter se* Shareholding Ratio in the Company with respect to all Shareholders plus any accrued and unpaid dividends, in each case, as at the date of the relevant Liquidation Event.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Each Party represents and warrants, to the other Party that:

- (a) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and such Party is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation or organisation;
- (b) if such Party is not a natural person, the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby has been duly authorised by all necessary corporate or other action of such Party;
- (c) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated in this Agreement has been duly authorised by all necessary corporate or other action of such Party;
- (d) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally; and
- (e) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not, (i) violate any provision of the organizational or governance documents of such Party (if applicable); (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Authority in such Party's country of organisation or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or (iv) violate any law or regulation of such Party's country of organisation or any other country in which it maintains its principal office.

14. INDEMNITY

14.1 The Company and the Promoters shall be jointly and severally liable ("**Indemnifying Party**") to indemnify and keep indemnified save, defend and hold harmless Investors, their Affiliates, directors, officers and employees ("**Indemnified Party**") against Losses, damages, costs or other liabilities or expenses, incurred by the Indemnified Party on account of any breach by the Indemnifying Party of any of (a) the representations and/or warranties at Clause 13.1

(Representations, Warranties and Covenants), and/or (b) the covenants or obligations or terms of the Promoters or the Company under this Agreement.

14.2 An Indemnified Party shall be entitled, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, contest, appeal or compromise any claim (including without limitation, making claims or counterclaims against third parties).

15. **CONFIDENTIALITY**

15.1 It is contemplated that in the course of discussions in relation to the Company, Confidential Information shall be made available by each Party and / or its Affiliates to the other Party and / or its Affiliates. In consideration of the Discloser disclosing the Confidential Information to the Receiver, each Party hereby agrees, on its own behalf and as agent for each of its Affiliates which is a Receiver, to the terms and conditions set out hereinafter.

15.2 Save as otherwise provided for in this Agreement or the SSA, each Party shall (and it shall procure that each of its Affiliates which is a Receiver shall):

(a) at all times hold all Confidential Information in strict confidence and not, without the prior written consent of the Discloser, disclose any Confidential Information to a third party;

(b) not use any of the Confidential Information other than in connection with or for the purpose of its investment in the Company;

(c) not claim, make or file any application for a patent, utility model, design right or other similar Intellectual Property Right based upon or disclosing any Confidential Information;

(d) not copy or reproduce the Confidential Information in any manner whatsoever; and

(e) not make any announcement, communication or disclosure concerning the Company (including the fact that discussions concerning the Company are taking place or the status of any such discussions) without the prior written consent of the other Parties.

15.3 Notwithstanding the provisions of Clause 15.2, the Receiver shall be entitled to disclose Confidential Information to those of its Affiliates and its and their connected Persons who need to know it for the purpose of its investment in the Company; provided that each such Affiliate and connected Person is bound by obligations of confidentiality and non-use in relation to the Confidential Information similar to those set out in this Agreement. The Receiver hereby undertakes to procure that each such Affiliate and connected Person complies with the terms of this Agreement. The Receiver shall continue to be liable for any breach by its Affiliate or the connected Persons of the confidentiality obligations set out herein.

15.4 The confidentiality obligations set out in Clause 15.2 shall not apply to the extent that the Receiver or any of its Affiliates is required by Applicable Law or regulation or by any regulatory or other Authority to disclose the Confidential Information. In such circumstances the Receiver shall, immediately upon becoming aware of such disclosure requirement, give written notice of each disclosure requirement to the Discloser. Where practicable, the Receiver shall consult with the Discloser prior to making any disclosure of Confidential Information and shall in any event, at the request of the Discloser, take such action as the Discloser may

reasonably require to prevent the disclosure of the Confidential Information or give such assistance as the Discloser may reasonably require in connection with the Discloser taking action to prevent such disclosure.

- 15.5 The Receiver acknowledges that the Confidential Information disclosed to it is the property and a valuable asset of the Discloser or its Affiliates. The Receiver agrees that all right, title and interest in and to the Confidential Information disclosed to it shall remain the property of the Discloser or its Affiliates. Nothing in this Agreement shall be construed as granting the Receiver any license or rights of any kind in relation to the Confidential Information. If the Receiver discovers or becomes aware of any use, disclosure or possession of Confidential Information in breach of this Agreement, it shall immediately notify the Discloser in writing of such fact and shall promptly take all such steps as are appropriate and necessary to prevent the further or continued use, disclosure or possession of the Confidential Information in breach of this Agreement.
- 15.6 Upon receipt of a written request from the Discloser or any of its Affiliates, the Receiver shall (and it shall procure that its Affiliates shall) promptly return to the Discloser or destroy, as the case may be, all Confidential Information then in its possession (including without limitation all data, information, documents and other materials derived or generated therefrom) and deliver to the Discloser a certificate confirming that all Confidential Information has been so returned or destroyed and that no copies, extracts or other reproduction, in whole or in part, have been retained.
- 15.7 The obligations contained in this Agreement are in addition to any other obligations which the Receiver and its Affiliates may have under statute, common law or otherwise. The Receiver acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement. Accordingly, the Receiver agrees that the Discloser shall be entitled to seek the remedies of injunction, specific performance and other equitable relief, for any threatened or actual breach of the provisions of this Agreement by the Receiver.
- 15.8 To the extent that an Affiliate of a Party discloses Confidential Information pursuant to this Agreement, it may enforce the terms of this Agreement and accordingly shall have the benefit of the provisions of this Agreement.

16. **NON-COMPETE AND NON-SOLICIT**

- 16.1 During such time that the any of the Investors holds any Securities in the Company , Promoters shall not, on its behalf or through any other entity:
- (a) engage, in any capacity, directly or indirectly, including as an employee, consultant, director, partner or shareholder, with any Person or firm, corporation or other form of entity that is in direct competition with the Company.
 - (b) the Promoters shall not solicit or procure or assist the solicitation of any employee to leave his or her employment or hire any employee of the Company;
 - (c) approach, canvass, solicit, poach or act in any manner which results or is likely to result in approaching, canvassing, soliciting, poaching or otherwise endeavour to entice away any of the dealers, distributors, or vendors of the Company.

- 16.2 The Promoters hereby acknowledges and agrees that the non-compete and non-solicitation covenants contained in this Clause and that the restrictions contained herein are reasonable for the legitimate protection of the business and goodwill of the Company, and no additional consideration will need to be paid or is payable for the same.
- 16.3 The Promoters hereby acknowledges that the remedy under Applicable Law for any breach of this Agreement by the Promoters may be inadequate. Accordingly, the Promoters hereby agrees that upon any such breach of this Agreement, the Company, in addition to all other available remedies (including without limitation equitable relief), shall be entitled to injunctive relief without being required to post bond or other security.
- 16.4 Each of the covenants contained in this Clause 16 (*Non-Compete and Non Solicit*) shall be construed as a separate covenant and if, in any proceeding, a court, tribunal or authority shall refuse to enforce any of the separate covenants of this Clause 16, then such covenant shall be deemed included herein only to the extent enforceable as permitted under Applicable Law for the purpose of such proceeding or any other judicial proceeding to the extent necessary to permit the remaining covenants to be enforced.

17. **TERMINATION**

- 17.1 This Agreement may be terminated by mutual consent of the Parties in writing by the Company prior to the Effective Date.
- 17.2 Save as provided for in Clause 17.3 (*Survival*) below, this Agreement shall terminate against a Party and be of no further force or effect in relation to such Party upon such Party ceasing to be a Shareholder in the Company.

17.3 **Survival**

The termination of this Agreement shall in no event terminate or prejudice, (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; and (b) any provision which by its nature is intended to survive termination, including the provisions of Clause 1 (*Definitions and Interpretation*), Clause 13 (*Representations, Warranties and Covenants*), Clause 14 (*Indemnity*), Clause 15 (*Confidentiality*), Clause 17.3 (*Survival*), Clause 18 (*Notices*), Clause 19 (*Governing Law and Dispute Resolution*) and Clause 21 (*Miscellaneous*), respectively.

18. **NOTICES**

- 18.1 Any notice provided for in this Agreement shall be either by an internationally recognised courier service or by email to the following address.

- (a) In the case of notices to **the Company**:
- Address: Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave,
Gachibowli, K.V. Rangareddy, Seri Lingampally, Telangana, India,
500032
- Email: md@saiparenterals.com
- Attention: Mr. Anil Kumar Karusala
- (b) In case of notices to **Promoter 1**:
- Address: Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave,
Gachibowli, K.V. Rangareddy, Seri Lingampally, Telangana, India,
500032
- Email: md@saiparenterals.com
- Attention: Mr. Anil Kumar Karusala
- (c) In case of notices to **Promoter 2**:
- Address: Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave,
Gachibowli, K.V. Rangareddy, Seri Lingampally, Telangana, India,
500032
- Email: md@saiparenterals.com
- Attention: Ms. Vijitha Gorrepati
- (d) In case of notices to **Promoter 3**:
- Address: Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave,
Gachibowli, K.V. Rangareddy, Seri Lingampally, Telangana, India,
500032Ms. Aruna Karusala
- Email: md@saiparenterals.com
- Attention: Ms. Aruna Karusala
- (e) In case of notices to **Existing Investor**:
- Address: 6608 N Wester Ave, Ste 466 Nichols Hills, Oklahoma 73114 United
States of America
- Email: Lisa@aigdirectllc.com
- Attention: Ms. Lisa Hegi

(f) In case of notices to **Other Investors**:

The notices shall be sent to the address and the email Ids mentioned in **Schedule 5**.

(g) In case of notices to **New Investor**:

Address: #1, 5th Floor 1 Sobha, 50, St Marks Rd, Ashok Nagar, Bengaluru, Karnataka

Email: notices@samarshcapital.com

Attention: Mr. Sandeep Shenoy

18.2 All the notices or emails to the Shareholders shall be sent to addresses or the email Ids mentioned above.

18.3 In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

18.4 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving all the other Parties not less than 10 (ten) days prior written notice.

19. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

19.1 **GOVERNING LAW AND JURISDICTION**

19.2 This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, Indian law. Subject to the provisions of Clause 19.3 (Dispute Resolution), the courts at Bengaluru, Karnataka shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

19.3 **DISPUTE RESOLUTION**

19.4 If any dispute, controversy or claim between the parties arises out of or in connection with this Agreement, or any other documents executed in connection with this Transaction, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement (“**Dispute**”), the Parties shall use all reasonable endeavours to negotiate with a view of resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen (“**Dispute Notice**”) and the Parties are unable to resolve the Dispute amicably within 30 (Thirty) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of Clause 19.2.

19.5 Subject to Clause 19.1, any Dispute arising from this Agreement shall be referred upon the application of any Party to and finally settled through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”) in force at the date of this Agreement.

19.6 The arbitration shall be conducted by a sole arbitrator appointed in accordance with the Arbitration Act. The seat and venue of the arbitration shall be Mumbai. The language of this

arbitration shall be English. A written transcript of the proceedings shall be made and furnished to the Parties.

- 19.7 The arbitrator shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and / or final) and specific performance.
- 19.8 The arbitrator shall also have the power to decide on any dispute regarding the validity of this Clause 19 (*Dispute Resolution*).
- 19.9 Each Party shall participate in good faith to reasonably expedite (to the extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 19.10 The arbitrator shall render a written and reasoned award in writing at the earliest and in its award, also, decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration. Any arbitral award or measures ordered by the arbitrator (i) may be specifically enforced by any court of competent jurisdiction; and (ii) shall be final and binding on the Parties.
- 19.11 In order to facilitate the comprehensive resolution of related disputes, and upon request of any Party to the arbitration proceeding, the arbitrator may, within 90 (Ninety) days of its appointment, consolidate the arbitration proceeding with any other arbitration proceeding involving any of the Parties relating to this Agreement and the Transaction Documents. The arbitrator shall not consolidate such arbitrations unless it determines that (a) there are issues of fact or law common to the proceedings, so that a consolidated proceeding would be more efficient than separate proceedings; and (b) no Party would be prejudiced as a result of such consolidation through undue delay or otherwise.
- 19.12 The provisions of this Clause 19 (*Dispute Resolution*) shall survive the termination of this Agreement.

19.13 **Enforcement**

Judgement upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

19.14 **Co-operation**

Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

19.15 **Continuing Obligation**

Subject to any award in arbitration proceedings under this Clause 19 (*Governing Law, Jurisdiction and Dispute Resolution*), neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award in arbitration proceedings under this Clause 19 (*Governing Law, Jurisdiction and Dispute Resolution*), the pendency of a Dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

20. **IMPLEMENTATION OF VOTING RIGHTS**

Subject to Applicable Laws, the Parties shall cause their representatives on the Board to exercise their voting rights at the meetings of the Board and their authorized representative at the meetings of the Shareholders of the Company in a manner necessary so as to give effect to the terms of this Agreement, and to do and perform all acts, deeds and things as may be reasonably necessary or expedient to give effect to the terms of this Agreement.

21. **MISCELLANEOUS**

21.1 **No Partnership**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

21.2 **Investor not a Promoter**

None of the Investors shall, by virtue of this Agreement or their respective investments in the Company, be deemed to be a “promoter” of the Company under Applicable Law. Further, the Investor shall not be considered an “officer in default” or be held liable for any acts, omissions, or non-compliance by the Company or its management.

21.3 **Expenses**

Each Party shall bear their own expenses (including taxation) in connection with its obligations under this Agreement. The Company shall bear any and all costs and Taxes in relation to the execution of this Agreement, including but not limited to stamp duty as applicable in the state of Maharashtra.

21.4 **Assignment**

The Company and/or the Promoters shall not be entitled to assign or transfer any of their rights and / or obligations hereunder to any other Person without the prior written consent of New Investor. Any assignment or purported assignment in violation of this Clause 21.3 shall be *null* and *void ab initio*. Other Investors and the New Investor shall be entitled to assign the whole or part of this Agreement to any of its Affiliate.

21.5 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

21.6 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

21.7 **Cumulative Rights**

Save as otherwise expressly provided in this Agreement, the rights, powers and remedies provided in this Agreement or expressly referred to in it are independent and cumulative and do not exclude any rights, powers or remedies (express or implied) which are available as a matter of common law, statute, custom or otherwise.

21.8 Entire Agreement

This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish, any previous drafts, agreements, undertakings, assurances, arrangements and understandings of any nature, whether in writing or oral between all or any of the Parties (whether oral or in written) relating to the subject matter herein, and shall include all exhibits and amendments executed by the Parties mutually in writing.

21.9 Amendments and Waiver

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

21.10 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

21.11 Independent Parties

Each Party to this Agreement is an independent Party and shall not be liable for any default of any other Party, nor shall default by one Party be deemed to be a cross default of another Party.

21.12 Specific Performance and Injunctive Reliefs

The Parties agree that damages may not be adequate remedy and the Parties shall be entitled to institute any action or proceeding to seek specific performance or enforcement of the provisions hereof. Any Party against whom such action or proceeding is brought hereby waives any claim or defence therein that the other Party has an adequate remedy at law. The Parties agree that they shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief from the courts of Bengaluru, Karnataka or any other court having jurisdiction to grant the same as it may deem necessary or appropriate to restrain the Company and / or any or all of the other Parties from committing any violation or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

21.13 Further Action

Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by law or to enforce the terms of this Agreement, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement.

21.14 **Non-Exclusive Remedies**

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfil any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach. The exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

21.15 **Time**

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence. The termination of this Agreement for any cause shall not release any Party from any liability which at the time of termination has already accrued.

21.16 **Rights of Third Parties**

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

SCHEDULE 1
TERMS OF CCPS

1. DIVIDEND RIGHTS

- 1.1. The CCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 5/- (Indian Rupees Five only) and a premium of INR 123/- (Indian Rupees One Hundred and Twenty Three only) each, aggregating to INR 128/- (Indian Rupees One Hundred and Twenty Eight only) per CCPS. Minimum preferential cumulative dividend rate is 0.001% (zero point zero zero one percent) per annum which dividend shall be *pari passu* with the dividend paid to the holders of Series B CCPS but prior and in preference to any dividend or distribution payable upon shares of any other class or series or Equity Shares (the **Preferential Dividend**).
- 1.2. In addition to and after payment of the Preferential Dividend, holders of the CCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of Securities of all other classes (including Equity Shares) or series on a *pro rata*, Fully Diluted Basis.

2. CONVERSION

- 2.1. Upon conversion of the CCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the Conversion Date.
- 2.2. Each CCPS (together with accrued but unpaid dividends) may be converted into Equity Shares at any time at the option of the holder of such shares and in compliance with Applicable Law and the terms set out herein. Notwithstanding the foregoing, (A) each CCPS shall mandatorily convert into Equity Shares upon the occurrence of a Qualified IPO in accordance with Clause 10.2, whereupon all rights associated with the CCPS shall be deemed relinquished; and (B) subject to compliance with Applicable Law, the holder of the CCPS shall have the right to convert any or all CCPS held by it into Equity Shares at any point in time; provided that each CCPS held by it shall convert into Equity Shares upon the expiry of 5 (five) years from the date of each respective allotment of the CCPS ("**Conversion Date**")
- 2.3. On the Conversion Date, the CCPS held by the New Investor shall be converted into such number of Equity Shares representing 5.0% of the Share Capital on a Fully Diluted Basis (the "**Conversion Ratio**"), on a 1:1 basis such that each CCPS shall convert to 1 (one) equity share of the Company as per the illustrated provided below ("**Conversion Ratio**").
- 2.4. The Conversion Ratio and the conversion price may be adjusted as per the illustration provided above. The holder of CCPS shall be entitled to the cumulative benefit of all adjustments. The Conversion Ratio and the conversion price shall be adjusted in a manner that the holder of CCPS continues to hold Equity Shares representing 5.0% of the Share Capital on a Fully Diluted Basis, thereby preserving the corresponding economic interest in the Company.
- 2.5. The process of conversion of the CCPS will require the holder of CCPS to surrender the relevant share certificate to the Company, along with a notice requesting conversion. Within 10 (ten) days of receipt of such notice and accompanying share certificates, the Company shall issue and deliver to the holder of the CCPS, a share certificate or certificates for the aggregate number of Equity Shares issuable upon such conversion. All costs and expenses (including stamp duty)

on the conversion of the CCPS and on the issuance of the Equity Shares shall be to the account of the Company.

- 2.6. The Company shall ensure that there is adequate authorized but unissued equity share capital for issuing Equity Shares to the holder of CCPS at the time of conversion of the Series A CCPS.

3. ANTI-DILUTION ADJUSTMENTS

- 3.1. Other than an issuance of Equity Share to Promoter 1 upon conversion of debt provided by Promoter 1 to the Company which is to be approved in writing by the New Investor, upon each issuance by the Company of any Dilution Instrument (other than pursuant to the Company's ESOP Scheme or QIPO) at a price per Security less than the price at which the CCPS are issued (a "**Dilutive Issuance**"), the conversion price of the CCPS will be adjusted downward on a broad based weighted average basis, as per the formula set out below:

$$NCP = P1 \times (Q1 + Q2) / (Q1 + R)$$
, where:

- (i) NCP = new conversion price;
 - (ii) P1 = conversion price;
 - (iii) Q1 = the number of Equity Shares outstanding immediately prior to the new issue;
 - (iv) Q2 = number of Equity Shares that the relevant aggregate consideration received by the Company for such issuance would purchase at the conversion price; and
 - (v) R = number of Equity Shares issuable / issued upon conversion of dilution instruments being issued in the new round.
- 3.2. In such an event, the Company shall forthwith take all necessary steps permissible under Applicable Law to either adjust the conversion price or issue additional Equity Shares to holders of CCPS, in accordance with the broad based weighted average formula detailed above.
- 3.3. The Company shall not issue any Dilution Instruments in contravention of the provisions of this Paragraph. Provided however, on account of any restrictions under Applicable Law, on exercising the right of anti-dilution, in the event the holders of CCPS cannot be issued additional Equity Shares at a price which will result in the effective price per Equity Share held by the holders of CCPS, post such issuance being equal to the price arrived at in accordance with broad based weighted average formula detailed above, then the Promoters and the Company shall take such reasonable actions, subject to Applicable Laws, as may be required by holders of CCPS to ensure that such additional Equity Shares are issued at such a price that the effective price per Equity Share held by the holders of CCPS, post such issuance is equal to the price arrived at in accordance with broad based weighted average formula detailed above.

4. VOTING RIGHTS

- 4.1. Each CCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such CCPS could then be converted. To this effect, if Applicable Law does not permit the holder of CCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares), then until the conversion of all CCPS into Equity Shares, the Promoters, and

the Promoters shall procure that all other Shareholders shall vote in accordance with the instructions of the holders of the CCPS at a general meeting or provide proxies without instructions to the holders of CCPS for the purposes of a general meeting, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the “**Relevant Percentage**”) of the Equity Shares of the Company are voted on in the manner required by the holder of CCPS.

- 4.2. For the purposes of this Paragraph 4.2, the Relevant Percentage in relation to the holder of the CCPS shall be equal to the percentage of Equity Shares in the Company that the holder of A CCPS would hold if such holders were to elect to convert all the CCPS into Equity Shares based on the then applicable conversion price.
- 4.3. The Promoters and the Company hereby jointly and severally acknowledge that the holders of CCPS have agreed to subscribe to CCPS on the basis that such holder of CCPS will be able to exercise voting rights on the CCPS as if the same were converted into Equity Shares.

5. **STATUTORY RIGHTS**

The holder of the CCPS will have all such rights as are provided to preference shareholders of a Company under Applicable Law so long as it holds the CCPS.

6. **TRANSFER OF SERIES A CCPS**

Subject to the terms of this Agreement, the CCPS may be transferred without restriction to any Person by endorsement and delivery in accordance with the provisions of the Act.

7. **LIQUIDATION PREFERENCE**

Upon the occurrence of a Liquidity Event, the proceeds of the Liquidity Event shall be paid or distributed to the holders of CCPS in accordance with Clause 12 (*Liquidation Preference*) of this Agreement.

SCHEDULE 2

FORM OF DEED OF ADHERENCE

THIS DEED OF ADHERENCE made on the [●] (**Deed**)

BY:

- (1) **SAI PARENTERAL'S LIMITED**, an unlisted private limited company, incorporated under the (Indian) Companies Act, 1956, having CIN U24231TG2001PLC036043, and having its registered office at Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave, Gachibowli, K.V.Rangareddy, Seri Lingampally, Telangana - 500032, India (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;
- (2) **ANIL KUMAR KARUSALA**, a citizen of India, resident of India, holding a Aadhar number 516910790229 (hereinafter referred to as "**Promoter 1**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **SECOND PART**;
- (3) **VIJITHA GORREPATI**, a citizen of India, resident of India, holding Aadhar number 946139340497 (hereinafter referred to as "**Promoter 2**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **THIRD PART**;
- (4) **ARUNA KARUSALA**, a citizen of India, resident of India, holding Aadhar number 943086516577 (hereinafter referred to as "**Promoter 3**" which expression shall, unless repugnant to the meaning or context thereof, mean and include his successors, legal heirs and permitted assigns) of the **FORTH PART**;
- (5) **AIG DIRECT LLC**, a limited liability company incorporated in the State of Delaware, having its custodian address at 6608 N Western Ave, Ste 466 Nichols Hills, Oklahoma 73114 United States of America (hereinafter referred to as "**Existing Investor**", which expression shall, unless it is repugnant to the subject or context hereof, be deemed to include their respective successors and permitted assigns) of the **FIFTH PART**;
- (6) **PERSONS LISTED IN SCHEDULE 5** (hereinafter collectively referred to as "**Other Investors**", which expression shall, unless it is repugnant to the subject or context hereof, be deemed to include their respective successors and permitted assigns) of the **SIXTH PART**; and;
- (7) **SAMARSH CAPITAL**, a category II Alternative Investment Funds, registered under the Securities Exchange Board of India (Alternative Investment Funds) Regulations, 2012 bearing registration no. IN/AIF2/24-25/1620 and having its office at Office No. 01, 5th Floor, 1 Sobha, 50 St. Marks Road, Bangalore, Karnataka - 560001 (hereinafter referred to as the "**New Investor**", which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns) of the **SEVENTH PART**; and
- (8) [●] (**New Shareholder**)

Promoter 1, Promoter 2, and Promoter 3 are hereinafter collectively referred to as the “**Promoters**” and individually referred to as “**Promoter**”, as the context may require.

The Existing Investor, Other Investors, and the New Investor are hereinafter collectively referred to as “**Investors**” and individually referred to as “**Investor**”, as the context may require.

WHEREAS:

- (A) On 17 June 2025, the Investors, the Company, and the Promoters entered into a shareholders’ agreement to agree upon their inter-se rights and obligations as the Shareholders of the Company (“**Agreement**”).
- (B) The New Shareholder wishes to become a party to the Agreement by this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

In this Deed, except as the context may otherwise require, all words and expressions defined in the Agreement shall have the same meanings when used herein.

2. UNDERTAKING

- 2.1 The New Shareholder confirms that, (a) it has received a copy of the Agreement and has fully understood the terms thereof, and (b) all provisions relating to its rights, duties and obligations of any nature whatsoever under the Agreement are incorporated by reference herein and deemed to be part of this Deed to the same extent as if such provisions had been set forth in their entirety herein.
- 2.2 The New Shareholder hereby undertakes and covenants to the Shareholders to become a party to the Agreement from the date hereof and adhere to and be bound by all the terms of the Agreement, and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Agreement.

3. ENFORCEABILITY

From the date hereof, the Shareholders shall be entitled to enforce the Agreement against the New Shareholder, and the New Shareholder shall, subject to the Agreement, be entitled to all rights and benefits under the Agreement as if the New Shareholder had been an original party to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

The New Shareholder is duly authorised to execute the Agreement and that such execution or compliance with its terms does not, and will not, (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument it has executed or by which it is bound, or (ii) violate any of the terms and provisions of its statutory documents or Applicable Laws.

5. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of India.

6. NOTICE

The address and facsimile number of the New Shareholder for the purposes of the Agreement is as follows:

Address: [●]

Facsimile: [●]

Email: [●]

Attention: [●]

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which shall together constitute one and the same deed and any party may enter into this Deed by executing a counterpart.

SCHEDULE 3

RESERVED MATTERS

1. Any amendment to the Charter Documents, or creation of any new subsidiary or joint venture.
2. Commencement of any new line of business, or business in a new city or territory, or adding/removing any key functions or revenue or cost streams to the Business or any material change in the scope and nature of the Business of the Company.
3. Investments in, or acquisition of, other entities or business (or any interests therein) or creation of any joint venture.
4. Any transaction or series of transactions between the Company and any shareholders, director, officer or employee of the Company that is outside the Ordinary Course of Business.
5. Any change in rights accruing to the shares issued by the Company.
6. Other than in relation to Revat Laboratories Private Limited and SP Analytics Private Limited, entering into any business relationship or transaction with a Related Party or an Affiliate.
7. Recruitment of, or any change in terms and conditions of employment of, Promoter and Key Personnel.
8. Any change in the Share Capital or issue of new equity, debt, preferential shares, warrants or rights shares or hybrid instruments to raise capital, or issue of new ESOP scheme or any other equity incentives, declaration and payment of dividends (or amending the dividend policy), including issue of equity or preference share or warrants or any change rights attaching to any class of shares or any other distribution by the Company.
9. Any merger, acquisition, recapitalization, business combination, consolidation, reorganization, or other change of control of Intellectual Property Rights of the Company or any change in ownership of or creation of any encumbrance over Company's assets or property (including its Intellectual Property Rights).
10. Finalization and approval of any new ESOP policy, a change in the size or terms of the ESOP pool and employee option grants or creation of any stock option plan, restricted stock plan or similar incentive or equity plan or effecting any ESOP/incentive pool, allocations or issuances by the Company.
11. Any action for voluntary liquidation, dissolution, winding up, bankruptcy, receivership, insolvency, recapitalization, corporate rehabilitation, reorganization, or making any assignment to, composition or similar arrangement with creditors of the Company.
12. Any issue of guarantee, credit indemnity, security, or financial commitment by the Company and/or any creation of new liabilities as debt or otherwise, except as may be required under the Ordinary Course of Business or as already agreed in the Business Plan (subject to any limitations provided therein).
13. Availing any loan or financial assistance from any person, or any creation of encumbrance/lien against any asset or right of the Company, other than as agreed in the Business Plan.

14. Divestment of any shares or securities or ownership interests held in any entity; sale, exchange, pledge, lease or license or any disposal of any other assets or undertaking of the Company, other than in accordance with the Business Plan or mandate of a committee constituted by the Promoter and the Investor to inter alia supervise divestment of assets.
15. Granting any loan to any person, other than to employees of the Company.
16. Approval of Business Plan, any change to the Business Plan or approving any deviation of 10% (Ten percent) or more from the Business Plan.
17. Entering into or any change in material contracts of the Company (including contracts with lending institutions).
18. Any change in the constitution of the Board or the constitution and delegation of authority to any Board committees (or any changes to such constitution or delegation).
19. Any change in Auditor of the Company.
20. Any change in size or composition of the Board.
21. Appointment of independent Director(s).
22. Changes in accounting policies or principles.
23. Commencing or settling material litigation pertaining to the Company.
24. Sale or licence of material Intellectual Property Rights other than in the Ordinary Course of Business.
25. Enter into an agreement in relation to any of the above.

SCHEDULE 4
SHAREHOLDING PATTERN

PART A – SHAREHOLDING PATTERN ON THE EXECUTION DATE

S.No.	Name of Shareholder	Equity Shares	Seed CCPS	ESOP Pool	Total Number of Securities	Shareholding (in percentage)
A1	Promoters					
1	Anil Kumar Karusala	16,58,597	-	-	16,58,597	6.23
2	Aruna Karusala	52,68,010	-	-	52,68,010	19.79
3	Vijitha Gorrepati	1,41,28,394	-	-	1,41,28,394	53.08
	Sub Total (A1)	2,10,55,001	-	-	2,10,55,001	79.10
A2	Promoter Group					
1	T Visalakshi	1,20,000			1,20,000	0.45
2	Vijaya Sagar Galla Chowdary	11,110			11,110	0.04
3	Neeraj Kasam	20,000			20,000	0.08
4	Sujitha Ravoori	60,000			60,000	0.23
	Sub Total (A2)	2,11,110			2,11,110	0.79
	Sub Total (A1) + (A2)	2,12,66,111	-	-	2,12,66,111	79.89
C	Other Shareholders					
1	Other public Category Shareholders	53,51,849	-	-	53,51,849	20.11
	Sub Total (C)	53,51,849	-	-	53,51,849	20.11
D	ESOP Pool					
	Nil	-	-	-	-	
	Sub Total (D)	-	-	-	-	
	Grand Total (A) + (B) + (C) + (D)	2,66,17,960	-	-	2,66,17,960	100.00

PART B – SHAREHOLDING PATTERN ON THE CLOSING DATE

S.No.	Name of Shareholder	Equity Shares	Seed CCPS	ESOP Pool	Total Number of Securities	Shareholding (in percentage)
A1	Promoters					
1	Anil Kumar Karusala	16,58,597	-	-	16,58,597	5.43
2	Aruna Karusala	52,68,010	-	-	52,68,010	17.26
3	Vijitha Gorrepati	1,41,28,394	-	-	1,41,28,394	46.29
	Sub Total [A1]	2,10,55,001	-	-	2,10,55,001	68.98
A2	Promoter Group					
1	T Visalakshi	1,20,000			1,20,000	0.39
2	Vijaya Sagar Galla Chowdary	11,110			11,110	0.04
3	Neeraj Kasam	20,000			20,000	0.07
4	Sujitha Ravoori	60,000			60,000	0.20
	Sub Total (A2)	2,11,110			2,11,110	0.69
	Sub Total (A1) + (A2)	2,12,66,111	-	-	2,12,66,111	69.67
B	Investors					
1	AIG Direct LLC	9,37,500	-	-	9,37,500	3.07
2	Samarsh Capital - Cat II AIF	-	15,23,437	-	15,23,437	4.99
3	Indur Thakurdas Jaisinghani	3,90,625	-	-	3,90,625	1.28
4	Girdhari Thakurdas Jaisinghani	1,95,312	-	-	1,95,312	0.64
5	Reina Ramesh Jaisinghani	6,25,000	-	-	6,25,000	2.05
6	Nikhil Ramesh Jaisinghani	2,34,375	-	-	2,34,375	0.77



S.No.	Name of Shareholder	Equity Shares	Seed CCPS	ESOP Pool	Total Number of Securities	Shareholding (in percentage)
	Sub Total (B)	23,82,812	15,23,437	-	39,06,249	12.80
C	Other Shareholders					
1	Other public Category Shareholders	53,51,849	-	-	53,51,849	17.53
	Sub Total (C)	53,51,849	-	-	53,51,849	17.53
D	ESOP Pool					
	Nil	-	-	-	-	-
	Sub Total (D)	-	-	-	-	-
	Grand Total (A) + (B) + (C) + (D)	2,90,00,772	15,23,437	-	3,05,24,209	100.00

**SCHEDULE 5
OTHER INVESTORS**



S. No.	Name of Other Investor	Amount Invested	Equity Shares Held	Address and Email Id
1.	Mr. Indur Thakurdas Jaisinghnai	Rs. 5,00,00,000/- (Rupees Five Crores)	3,90,625	Address: 4th floor, 401, Kalpak Optimus, Turner Road, Bandra (West), Mumbai - 400 050 Email Id: itj@polycab.com
2.	Mr. Girdhari Thakurdas Jaisinghani	Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs)	1,95,312	Address: 4th floor, 401, Kalpak Optimus, Turner Road, Bandra (West), Mumbai - 400 050 Email Id: gtj@polycab.com
3.	Mrs. Reina Ramesh Jaisinghani	Rs. 8,00,00,000/- (Rupees Eight Crores)	6,25,000	Address: 4th floor, 401, Kalpak Optimus, Turner Road, Bandra (West), Mumbai - 400 050 Email Id: rj@polycab.com
4.	Mr. Nikhil Ramesh Jaisinghani	Rs. 3,00,00,000/- (Rupees Three Crores)	2,34,375	Address: 4th floor, 401, Kalpak Optimus, Turner Road, Bandra (West), Mumbai - 400 050 Email Id: nj@polycab.com

SIGNATURE PAGE

IN WITNESS HEREOF, the below mentioned Party has hereunto set its hand on the day month and year first hereinabove mentioned.

<p>Signed by and on behalf of SAI PARENTERAL'S LIMITED</p> 	<p><u>ANIL KUMAR KARUSALA</u></p> <p>Name: MANAGING DIRECTOR Title:</p>
<p>In the presence of:</p>  <p>ANMOL R. GANTOO</p>	<p>Name: ANMOL GANTOO Address: MUMBAI</p>

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Signed by ANIL KUMAR KARUSALA 	<u>ANIL KUMAR KARUSALA</u> Name: Title:
In the presence of: 	Name: ANMOL. R. GANJOO Address: MUMBAI

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<p>Signed by VIJITHA GORREPATI</p> <p><i>Vijitha G</i></p>	<p>Name: <i>Vijitha Gorrepati</i></p> <p>Title:</p>
<p>In the presence of:</p> <p><i>Swathi</i></p>	<p>Name: <i>Swathi Aggarwal</i></p> <p>Address: <i>c/o Sai Parenterals Limited</i></p>

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<p>Signed by ARUNA KARUSALA</p> <p><i>K. Aruna</i></p>	<p>Name: <i>Aruna Karusala</i></p> <p>Title:</p>
<p>In the presence of:</p> <p><i>[Signature]</i></p>	<p>Name: <i>Sanjay Kandham</i></p> <p>Address: <i>10 Sai Parenterals Ltd.</i></p>

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Signed by and on behalf of AIG Direct LLC

Lisa Hejl



Name: Lisa Marie Hejl

Title: Vice President

In the presence of:

Name:

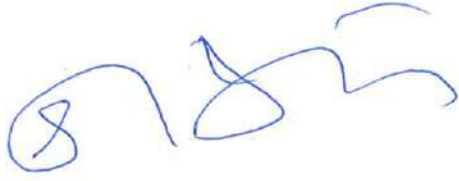
Address:

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<p>Signed by MR. INDUR THAKURDAS JAISINGHANI</p> <p>✓</p> <p><i>Virar</i></p>	<p><u>INDUR T. JAISINGHANI</u></p> <p>Name:</p> <p>Title: <u>INDIVIDUAL</u></p>
<p>In the presence of:</p> <p><i>Vishal</i></p>	<p>Name: <u>VISHAL PARMAR</u></p> <p>Address: <u>VIRAR</u></p>

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Signed by MR. GIRDHARI THAKURDAS
JAISINGHANI



GIRDHARI T. JAISINGHANI

Name:

Title: INDIVIDUAL

In the presence of:



Name: JITENDRA MANGHANI

Address: THANE

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Signed by MRS. REINA RAMESH
JAISINGHANI



REINA R. JAISINGHANI

Name:

Title: **INDIVIDUAL**

In the presence of:



Name: **ABHAY CHIKANE**

Address: **THANE**

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Signed by MR. NIKHIL RAMESH
JAISINGHANI

NIKHIL
RAMESH
JAISINGHANI

Digitally signed by NIKHIL RAMESH
JAISINGHANI
DN: c=IN, o=Personal, title=2199,
2.5.4.20=8116cdb14ba8d7092b685ac
4465661ab84de762110cfa5c8fd2e84d
483f2c6fc, postalCode=400050,
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581cbf0969fbd56616bbec88216307a
bc672cf3cc125f, cn=NIKHIL RAMESH
JAISINGHANI
Date: 2025.06.23 14:43:24 +05'30'

Nikhil R. Jaisinghani

Name:

Title: INDIVIDUAL

In the presence of:

Latika

Name: Latika Mundhe

Address: MUMBAI

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Signed by and on behalf of **SAMARSH
CAPITAL - FUND I**



Name: Sandeep Shetty
Title: CIO

In the presence of:



Name: Armo C. R. Ganjoo
Address: MUMBAI

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