

INDIA NON JUDICIAL
Government of Gujarat



सत्यमेव जयते

Certificate of Stamp Duty



Certificate No. : IN-GJ27863386443580U
Certificate Issued Date : 14-Sep-2022 05:50 PM
Account Reference : IMPACC (AC)/ gj13023611/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1302361185297483890214U
Purchased by : VIRU RETAIL PRIVATE LIMITED
Description of Document : Article 14 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VIRU RETAIL PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : VIRU RETAIL PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 10
(Ten only)

DKG

Dinesh Kumar Giri Dinesh Kumar Giri Dinesh Kumar



PRESENTLY,

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT DATED SEPTEMBER, 25 2022 BY AND AMONG STITCHED TEXTILES LIMITED, JAMNAN CROTHA, WORLD OF VIRU PRIVATE LIMITED THE NEW INVESTORS, THE INDIA FOUNDATION, EXISTING SHAREHOLDERS AND VIRU. PRESENTLY, IT IS UNCLEAR WHETHER THIS STAMP PAPER IS PERTAINING TO THIS SPECIFIC TRANSACTION.

Statutory Alert:

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



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

₹1,100

Certificate No. : IN-GJ27856368957288U

Certificate Issued Date : 14-Sep-2022 05:42 PM

Account Reference : IMPACC (AC)/ gj13023611/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference : SUBIN-GJGJ1302361185292786658236U

Purchased by : VIRU RETAIL PRIVATE LIMITED

Description of Document : Article 14 Bond

Description : AGREEMENT

Consideration Price (Rs.) : 0
(Zero)

First Party : VIRU RETAIL PRIVATE LIMITED

Second Party : Not Applicable

Stamp Duty Paid By : VIRU RETAIL PRIVATE LIMITED

Stamp Duty Amount(Rs.) : 1,100
(One Thousand One Hundred only)



₹1,100

THIS STAMP PAPER FORMS AN INTEGRAL PART OF SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT DATED SEPTEMBER 15, 2022 BY AND AMONG SITTICED TEXTILES LIMITED, TATIN UDIN WORLD OF USPU PRIVATE LIMITED, THE NEW INVESTORS THE INDIA FOUNDATION, EXISTING SHAREHOLDERS AND USPU RETAIL PRIVATE LIMITED.

PRESENTLY, IT IS UNCLEAR WHETHER THIS STAMP PAPER(S) PERTAINS TO THIS SPECIFIC TRANSACTION.

IN-GJ27856368957288U

JD 0012183386

Statutory Alert:

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

SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This share subscription and shareholders' agreement ("**Agreement**") is made on this 15th September, 2022 ("**Effective Date**"),

By and Amongst:

1. **STITCHED TEXTILES LIMITED**, (CIN: U17120GJ2015PLC084962), a public limited company incorporated under the Companies Act, 2013, with its registered office at Barcelona House, Opp Shell Petrol pump, Prahladnagar, Ahmedabad - 380015 through its authorised representative, Mr. Jaimin Gupta, (hereinafter referred to as "**Founder 1**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, successors and permitted assigns);

AND

2. **MR. JAIMIN GUPTA** (PAN No. BHDPG4108C), a Indian citizen and Indian resident, son of Mr. Kailashchand Gupta, residing at A4-1203, Green Acres by Pacifica, Barbeque Nation lane, Prahladnagar, Ahmedabad - 380015 (hereinafter referred to as the "**Founder 2**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include his legal heirs, legal representatives, successors and permitted assigns);

AND

3. **WORLD OF VIRU PRIVATE LIMITED** (CIN: U74994DL2018PTC331967), a private limited company incorporated under the Companies Act, 2013, with its registered office X-12, Basement, Hauz Khas Enclave, New Delhi, 110016 through its authorised representative, Mr. Virender Schwag, (hereinafter referred to as "**Founder 3**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

The Founder 1, Founder 2 and Founder 3 are collectively referred to as the "**Founders**" and individually as "**Founder**".

AND

4. **PERSONS MENTIONED IN PART A OF SCHEDULE 1**, acting through their appointed authorised representative Mr. Mahavir Sharma (hereinafter individually referred to as "**TIA Investor**" / "**New Investor**" and collectively as "**TIA Investors**" / "**New Investors**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, executors, successors and permitted assigns);

AND

5. **TIE INDIA FOUNDATION**, a private limited company incorporated under the laws of India, having its registered office at 11, 3rd floor, A wing, Divyasree Chambers, O' Shaughnessy Road, Langford Town, Bangalore - 560025 (hereinafter referred to as "**TIA Network**", which expression shall include its successors and permitted assigns);

AND

6. **PERSONS HAVING THEIR PLACE OF BUSINESS/RESIDENCE AT THE ADDRESSES MENTIONED IN PART B OF SCHEDULE 1** (hereinafter referred to as “**Existing Shareholders**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs, executors, successors and permitted assigns);

AND

7. **VIRU RETAIL PRIVATE LIMITED**, a company incorporated under the laws of India having its registered office at X-12, Basement, Hauz Khas Enclave, New Delhi, 110016 (hereinafter referred to as the “**Company**” which expression shall include its successors, nominees, agents and permitted assigns).

The Founders, New Investors, Existing Shareholders and the Company are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company is *inter alia* engaged in the business of dealing in athleisure apparels, accessories and equipment (hereinafter “**Business**”).
- B. The Founders have approached the New Investors to seek infusion of investment in the Company.
- C. Accordingly, relying upon the representations and warranties of the Company and the Founders, the New Investors have agreed to invest an aggregate amount of up to **INR 2,33,50,000 (Indian Rupees Two Crores Thirty-three Thousand Fifty Thousand only)**, by way of subscription of Subscription Shares (defined hereinafter) in the Company to provide funds for the growth and expansion of the Company, in the manner more particularly indicated in **SCHEDULE 2** of this Agreement.
- D. The shareholding pattern as of the date of execution of this Agreement is as set out in **SCHEDULE 4**.
- E. Each TIA Investor shall subscribe to such number of Subscription Shares of the Company as is set out in this Agreement.
- F. Existing Shareholders hereby grant their consent and waive their respective pre-emptive rights, if any, in connection with the proposed issuance and allotment of Subscription Shares pursuant to this Agreement.
- G. The Parties hereto are entering into this Agreement in order to set out the rights and obligations in relation to the subscription of Subscription Shares by the New Investors and to grant New Investors with certain rights and privileges in relation to the operation and management of the Company and to set forth and record the terms and conditions agreed by and amongst the Shareholders for the rights and obligations of the Company and the Founders in relation to the management and functioning of the Company and other matters incidental thereto. The Parties agree that this Agreement supersedes any

shareholders' agreements or investment agreement, by whatever name called, executed by the Company prior to the Effective Date.

NOW IT IS HEREBY AGREED AMONGST THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

"Accounting Year / Financial Year" means the period starting April 1 and ending the following March 31;

"Accounts Date" means March 31, 2022;

"Act" means the Companies Act 2013 (to the extent that such enactment is in force and applicable to the context in which such term is used herein), or the Companies Act, 1956 (to the extent that such enactment is in force and applicable to the context in which such term is used herein), and including any amendments thereto and any rules, regulations, notifications and clarifications made thereunder;

"Affiliate" or "Affiliates" of a Party shall mean (a) in the case of any Party other than a natural person, any Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Party; (b) in the case of any Party that is a natural person, any Person who is a Relative of such Party and any Person (other than a natural person) that is Controlled by such Party.

Provided that, without prejudice to the generality of the foregoing, where the Party is a New Investor (where relevant), the term 'Affiliate' shall be deemed to include any fund, collective investment scheme, trust, partnership (including any co-investment partnership), special purpose or other vehicle or any subsidiary or Affiliate (in accordance with (a) above) of any of the foregoing, which is managed and/ or advised by such New Investor's group or investment manager and/or investment advisor or an Affiliate (in accordance with (a) above) of the investment manager and/or investment advisor, or any other fund under the management or advice of such New Investor or any of its Affiliates (in accordance with (a) above) or companies/ entities under the same management as such New Investor (as the case maybe);

"Agreed Form" means in the form previously agreed to between the Founders and the New Investors and initialled for the purposes of identification by or on their behalf;

"Applicable Law(s)" all applicable statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or recognized stock exchange, as may be applicable, of India;

"Articles of Association" or "Articles" means the articles of association of the Company as amended from time to time;

“Associate” means, in relation to any Person, an associated company of that Person or a Person who is connected with that Person;

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

“Board Minutes” means the minutes of a meeting of the Board in the Agreed Form;

“Broad Based Weighted Average Anti-Dilution Formula” means

$$\text{NCP} = \text{OCP} * ((\text{CSO} + \text{CSP}) / (\text{CSO} + \text{CSAP}))$$

Where:

NCP = new conversion price

OCP = old conversion price

CSO = equity stock outstanding

CSP = equity stock purchasable with consideration received by the Company for such New Securities

CSAP = equity stock actually purchased in New Securities;

“Business Day” means a day when banks are open for business in New Delhi and Bangalore;

“Business Plan” shall mean the initial business plan as approved by the New Investors (which includes specific expenditure items for which the Subscription Consideration shall be used), and recording *inter alia* the operating performance, new projects, cash flows, budget, capex and borrowing details, which may be amended/ renewed as agreed between the Parties, subject to the approval by the New Investors and the Board from time to time;

“Cause” shall mean, in relation to any of the Founders, the occurrence of any of the following events:

- (i) the commission by the Founder of an act which constitutes fraud, embezzlement, wilful misconduct, gross negligence, misappropriation of funds, breach of fiduciary duty or other acts of cheating or misrepresentation or a crime, where **‘gross negligence’** means conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to the Company, its property, its shareholders, directors, officers or its employees; and **‘misconduct’** means any unlawful conduct or dereliction of duty by the Founder and which is prejudicial to the rights of the Company, its property, its shareholders, directors, officers or its employees;
- (ii) if Founder 2 is involved in any criminal prosecution or proceedings or investigations as an accused, or in any other capacity or of any conviction for any criminal offence whether in India or outside India;
- (iii) in case of Founder 2 is convicted by any judicial or quasi-judicial authority for any crime including any act which involves dishonesty or moral turpitude or

fraud in the course of his engagement with the Company;

- (iv) the failure by the Founder 2 to perform his duties due to any reason other than death or permanent disability;
- (v) an application for bankruptcy filed by a creditor against the Founder for default in making any payments due, which application has been admitted by the competent governmental/ judicial authority and not dismissed within a period of 120 (one hundred and twenty) days of such admission;
- (vi) a Founder 2 absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of six months, whichever is longer;

"CCPS" means fully paid up compulsorily convertible participating preference shares of face value of INR 10 (Indian Rupees Ten only) and premium of INR 20,240 (Indian Rupees Twenty Thousand Two Hundred and Forty), each issued and allotted to the New Investors having the terms of issuance and conversion as set out in **SCHEDULE 3** of this Agreement;

"Competing Business" shall include any business which directly or indirectly competes with, or is similar to the Business. To clarify, the term 'Competing Business' shall include (a) the business of providing services or products which are similar to those offered/ undertaken by the Company at such point in time; (b) any potential business undertakings proposed to be carried by the Company with respect to which the Founder(s) had actual and/or constructive knowledge; (c) any new line of business undertaking(s)/offerings initiated by the Company as part of its Business, within a period of 2 (two) years from the date when any Founder ceases to be associated with the Company but prior to such leaving Founder setting-up such new business undertaking(s)/offerings

"Completion" means the performance by the Parties of the obligations assumed by them respectively under Clauses 3, 4 and 5, including the amendment to the Articles of Association, as contemplated in Clause 5.1.1 to the satisfaction of each of the New Investors;

"Completion Date" means the date on which Completion occurs, in accordance with Clause 5.1.1 of this Agreement;

"Deed of Adherence" means the deed of adherence in the form provided in **SCHEDULE 6** hereto;

"Disclosure Letter" means the disclosure letter with specific disclosures provided by the Company and the Founders against the Representations, on the Execution Date and in a form as acceptable to the New Investors;

"Due Diligence" means the process of scrutiny, initiated by the New Investors approved and nominated third party(ies), of the Company's financial, technical and legal status as represented by the Founders and the Company, subject to which the New Investors will proceed further with Completion and the cost of which process shall be borne by the Company;

"Director" means a director of the Company, appointed from time to time, and shall include the Investor Director appointed as per Clause 8 of this Agreement;

"Director Agreement" the director agreement executed between the Company and each of the Founder Directors in the Agreed Form;

"Encumbrance" shall mean (a) any mortgage, pledge, non-disposal undertaking, escrow, charge, lien or other security interest securing any obligation of any Person or any other contract having a similar effect; and (b) option, pre-emptive right, adverse claim as to title, possession or use, title retention agreement, conditional sale agreement, co-sale agreement, trust (other title exception of whatsoever nature) or other encumbrance of any kind or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under Applicable Law or contract on the transferability of Securities or the operation of the Business or any power of attorney (by whatever name called) for creation of any of the aforesaid, and the term **"Encumber"** shall be construed accordingly;

"Employment Contract" the employment contract executed between the Company and the relevant Senior Management Personnel.

"Equity Share" means an equity share of the Company having the face value of INR 10 (Indian Rupees Ten only);

"Fair Value" means the value of the Shares as determined in accordance with Applicable Law solely by a qualified independent valuer appointed jointly by the New Investors and Company, whose findings will be final and binding on each of the Parties and the cost for appointment of such independent valuer shall be borne by the Company;

"FEMA" means the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder and shall include any consolidated policy, circular, press note or notification issued by any relevant regulatory authority acting within its jurisdiction in relation to matter specified under the Foreign Exchange Management Act, 1999 and the rules and regulations thereunder;

"Financial Year" means the fiscal year beginning on April 1 of each year and ending on March 31 of the immediately succeeding year;

"Fully Diluted Basis" means that the calculation is to be made assuming that all outstanding Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), share options, warrants, including but not limited to any outstanding commitments to issue Equity Shares at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged;

"Group Company" means any company in which the Company has Management Control and any subsidiaries of such company from time to time;

"Governmental Authority" means any governmental, legislative, executive, judicial or administrative body, municipality or any national state, provincial, local or other authority (including non-governmental), regulatory authority, court, tribunal or arbitral tribunal (including any branch, agency or commission thereof), exercising

powers conferred by Applicable Law in India or any other applicable jurisdiction, and shall include, without limitation, the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same or any governmental, the Securities Exchange Board of India, the Reserve Bank of India and the Foreign Investment Promotion Board;

“Identified Competitor” shall mean Person/Companies as identified and listed in **SCHEDULE 8** hereto by the Company, which list shall be updated from time to time, as discussed with the Board;

“Investment Facilitation Fee” means an amount in terms of the Term Sheet dated February 8, 2021 (excluding any taxes as may be applicable thereon), which shall be due and payable by the Company to TIA Network;

“IPR” means all forms of intellectual property rights including (i) inventions, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, (ii) national and multinational statutory invention registrations, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof) registered or applied for in India and all other nations throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) copyrights (whether or not registered) and registrations and applications for registration thereof in India and all other nations throughout the world, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (iv) computer software (including source code, object code, firmware, operating systems and specifications), (v) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information), (vi) industrial designs (whether or not registered), (vii) databases and data collections, (viii) copies and tangible embodiments of any of the foregoing, in whatever form or medium, (ix) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (x) all rights in all of the foregoing provided by treaties, conventions and common law and (xi) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing;

“Long Stop Date” shall mean 30 (Thirty) days from the date of execution of the Agreement or such other later date as may be mutually agreed by the Company, the Founders and the New Investors;

“Management Control” or **“Control”** (including the terms **“Controlling”** **“Controlled”** by or under common **“Control”** with) means (i) the possession of power to direct and / or cause the direction of the management and policies of a company, partnership or any other bodies corporate by virtue of ownership, contract or otherwise, (ii) the beneficial ownership, directly or indirectly, of more than 50% of the voting securities or voting interest of that company, partnership or other body corporate; (iii) control of the composition of the majority of the board of directors of that Company or to control the policy and management decisions of the Company; each whether through ownership of voting securities, by contract, or otherwise

exercisable by a Person or Persons acting individually or in concert, directly or indirectly;

“Material Adverse Effect” means any event, change, circumstance, effect or other matter, including change in Applicable Law, that has occurred between the date of signing the Agreement and the respective Completion Date, that has or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material and adverse effect on: (i) the business, assets, liabilities, financial condition, operations of the Company; (ii) the ability of any party to perform its respective obligations under this Agreement or to consummate timely the transactions contemplated under this Agreement; (iii) ability of the New Investors to exercise full rights of ownership on Investor Shares and enjoy all benefits associated with Shares; and/ or (iv) the status and validity of any consents / approvals and Governmental authorizations required for the Company to carry on the Business;

“Material Breach” shall, unless expressly waived by the New Investors, mean:

- (i) any act of fraud, gross negligence, wilful misconduct or wilful misrepresentation by the Company and/or the Founders (as the case may be), or
- (ii) material breach by Founders and/or the Company (as the case may be) of Clause 2 (*Representation and Warranties*), Clause 6 (*Lock In*), Clause 7 (*Application of Subscription Monies*), Clause 8 (*Directors*), Clause 9 (*Board Meetings*), Clause 10 (*Reserved Matters*), Clause 11 (*Anti-Dilution*), Clause 13 (*Pre-Emptive Rights*), Clause 14 (*Right of First Refusal and Right of First Transfer*), Clause 15 (*Shareholders Rights – Voting Rights*), Clause 16 (*Co-Sale / Tag Along Rights*), Clause 17 (*Exit Rights*), Clause 21 (*Non Solicit and Non-Compete*); or
- (iii) disassociation of Founder 2 as a shareholder and/or director from Founder 1, for any reason whatsoever;
- (iv) disassociation of Mr. Virender Sehwaag as a shareholder and/or director from Founder 3, for any reason whatsoever; or
- (v) the Company and/or the Founder becoming insolvent or bankrupt or subject to proceedings for liquidation or dissolution; or a petition for bankruptcy/insolvency being filed against the Company and/or the Founder, in connection with any default or failure to their respective debts as they fall due, and such petition not being dismissed, stayed or if admitted, not being stayed or vacated within 30 (thirty) days of such admission or taking advantage of any Applicable Law for the relief of insolvent debtors.

“Memorandum” means the memorandum of association of the Company;

“New Securities” shall mean the aggregate number of Shares that are issued in a Down Round as defined in Clause 11. 1 below;

“Preference Shares” means the preference shares, if any, of the Company including the CCPS issued from time to time in accordance with the terms of this Agreement;

“Proportionate Basis” means calculation in a proportionate manner based on the inter-se proportion of shareholding amongst such Shareholders (on a Fully Diluted basis);

“Permitted Resignation” shall mean the resignation/discontinuation of any Founder from the Company prior to the exit of the New Investors on account of (i) mutual agreement between the Founders and the New Investors; or in case of Founder 2, owing to (ii) death; or (ii) suffering from a critical illness due to which he/she is physically unable to carry out his/its duties and his/its role as an employee of the Company; or (iii);

“Person” includes –

- (i) an individual (i.e., a natural person),
- (ii) a Hindu undivided family,
- (iii) a company,
- (iv) a firm,
- (v) an association of persons or a body of individuals, whether incorporated or not,
- (vi) a local authority, and
- (vii) every artificial juridical person, not falling within any of the preceding sub-clauses;

“Related Party” means and includes:

- (i) any Relative of the Founder 2;
- (ii) any company in which any of the Founders directly or indirectly holds, whether jointly or severally, more than 10% (ten percent) of the equity share capital of such company or any company of which the Founders are a director;
- (iii) any company which is under the Control or Management Control of any Founders;
- (iv) any company which is under the Control or Management Control of any Relative of Founder 2;
- (v) any holding, Associate or subsidiary company of the Company;
- (vi) any firm in which the Founders are a partner or has Control or ownership interest of more than 10% (ten percent);
- (vii) any company where a Director or a director of any holding or subsidiary of the Company is a director; and
- (viii) subsidiary of a holding company to which it is also a subsidiary;

“Qualified IPO” means a duly completed initial public offering of the Equity Shares of the Company on the National Stock Exchange of India, the Bombay Stock Exchange Limited in India, or any other stock exchange elsewhere in the world, which satisfies the following conditions (i) the value of such offering shall be such amount as approved by New Investors; and (ii) the offer price of the Shares shall be determined at a minimum pre-money valuation acceptable to New Investors;

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

“Senior Management Personnel” or **“Key Employees”** means any designated senior management personnel as may be mutually agreed between the Company and the New Investors from time to time;

“Shares” or **“Securities”** means all classes of shares in the capital of the Company including Subscription Shares, Equity Shares, or other ownership interests of the Company or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Equity Shares, or other ownership interests (whether or not such derivative securities are issued) that are issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such shares and shall be deemed to include all bonus shares issued in respect of such shares and shares issued pursuant to a stock split in respect of such shares;

“Share Capital” shall mean the total paid up share capital of the Company determined on a Fully Diluted Basis;

“Shareholders” means each of the persons who hold Shares in the share capital of the Company;

“Strategic Sale” means a transaction that enables the New Investors to fully dispose of all the Investor Shares (held either directly or indirectly) as contemplated in this Agreement and includes share swap or an amalgamation or merger or sale of Shares or sale of assets of the Company;

“Subscription Shares” or **“Investor Shares”** means 833 (Eight Hundred and Thirty Three) CCPS to be issued and allotted to the TIA Investors in consideration of the Subscription Consideration in accordance with this Agreement;

“Subsidiary” shall mean such companies which may become ‘Subsidiaries’ of the Company within the meaning of the Act;

“TIA Investors Representative” shall mean Mr. Mahavir Sharma, who has been collectively authorised by the TIA Investors, to represent the TIA Investors and who shall have the authority to act on behalf of the TIA Investors for the purposes of and in relation to this Agreement;

“TIA Nominee Director” means a director on the Board as may be nominated by the TIA Investors Representative from time to time who represents the TIA Investors collectively;

“TIA Nominee” means the person nominated by TIA Investors Representative, i.e. the TIA Nominee Director or an Observer, as the case maybe, or such other Person to be

their representative for communication and coordination with the Company as per the terms of this Agreement;

“Transaction Documents” shall mean this Agreement, the Articles, Employment Contract, Director Agreements, and any other agreements that the New Investors and the Founders may mutually agree, in writing, to classify as a Transaction Document;

“Transfer” shall mean any transfer, sale, assignment, pledge, hypothecation, creation of any security interest in or lien on, placing in trust (voting or otherwise), exchange, gift or transfer by operation of Law or in any other way making anything subject to any Encumbrance or disposing of, whether or not voluntarily.

1.2. **Interpretation:**

Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate, unincorporated bodies and associations of persons.

- (i) References to Clauses and Schedules and other provisions are references to clauses, schedules and other provisions of this Agreement.
- (ii) References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.
- (iii) Clause headings shall not affect interpretation.
- (iv) Each of the Representations provided in this Agreement is independent of the other representations in this Agreement.
- (v) References to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment (whether before or after the date of this agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions.
- (vi) This Agreement shall be deemed to be gender neutral.
- (vii) Any reference to the knowledge, information, belief or awareness of the Company and/or the Founders, shall be deemed to mean the knowledge information, belief or awareness of the Founders based on due and careful enquiry.
- (viii) Time is of the essence in the performance of the respective obligations of the Parties. If any time period specified herein is extended, such extended time shall also be of the essence.
- (ix) Obligations imposed on the Company under the Transaction Documents, shall be deemed to be having a corresponding obligation on the Founders to cause the Company to comply with its obligation and that the Founders shall exercise all his powers (including voting powers and powers as director on the Board) and take all necessary steps and do or cause to be done all acts, deeds and things,

commissions or omissions as required to ensure compliance of all obligations of the Company under the Transaction Documents.

2. REPRESENTATIONS AND WARRANTIES

- 2.1. The Company and the Founders hereby jointly and severally represent and warrant to and undertake to the New Investors, as more specifically stated in **SCHEDULE 5 ("Representations")**, which Representations shall be subject to the Disclosure Letter. Each of the Company representations is made as on (and is true and accurate as on) the date of this Agreement and shall be true and accurate as on the Completion Date and all information contained or referred to in the foregoing does not omit or fail to explain anything that renders any of that information incomplete or misleading except as disclosed in the Disclosure Letter.
- 2.2. The Company and the Founders hereby jointly and severally acknowledge and confirm that the New Investors have entered into this Agreement in reliance of the Company representations as set forth in **SCHEDULE 5**. All the representations and warranties contained herein shall be deemed to have been relied upon by the New Investors, notwithstanding any investigation, due diligence or inspection made by or on behalf of the New Investors and shall not in any manner be affected, diluted, limited or qualified in any respect by any such investigations, due diligence or inspection.
- 2.3. The Company and the Founders undertake that they shall, at all times during the term of this Agreement:
- (i) not dilute their shareholding in the Company other than with the prior written consent of the TIA Nominee;
 - (ii) be in compliance with the terms of this Agreement, Charter Documents and all other Applicable Laws in all jurisdictions in which it carries on the Business;
 - (iii) not carry out any activity which is illegal or fraudulent and shall at all times comply with Applicable Laws;
 - (iv) not invest the Investment Amount in real estate, gold or securities of other companies other than that held by the Company and the Subsidiary as stock-in-trade in the ordinary course of Business;
 - (v) That the Founders will ensure that the Company will not take any secured / unsecured loan or issue any debentures between the Effective Date and the Completion Date; and
 - (vi) The Company shall not repay any secured or unsecured loan out of the Investment Amount.
- 2.4. **TIA Investors' Representative**
In respect of all matters under this Agreement, where a decision has to be taken or any approvals are to be accorded or any voting rights are to be exercised by the TIA Investors, the TIA Investors jointly and severally represent and warrant that all such decisions and approvals shall be given by the TIA Investors acting together, through the TIA Investors' Representative. Investors' Representative shall communicate to the Company and the Founders on behalf of all TIA Investors in respect of all investment

related matters, decisions and approvals for the purpose of this Agreement. The Company and the Founders shall have the right to rely on the decisions and approvals communicated by TIA Investors' Representative as being the decision/approval of each of the respective TIA Investors. On completion (or written waiver) of all the Conditions Precedent as set out in Clause 4 of this Agreement, the New Investors shall subscribe to the Subscription Shares of the Company in the manner set out in Clause 3 of this Agreement.

3. SUBSCRIPTION

- 3.1 Subject to the terms and conditions of this Agreement and completion of the Conditions Precedent and relying on the representations, warranties and the other covenants and undertakings of the Founders and/or the Company, the New Investors have agreed to invest approximately **INR 1,68,75,000 (Indian Rupees Once Crore Sixty-eight Lakhs Seventy Five Thousand only)** ("**Subscription Consideration**") in the Company, towards subscription of Subscription Shares and the Company hereby agrees to issue and allot to the New Investors, in consideration of the Subscription Consideration, the Subscription Shares, free and clear from all Encumbrances and together with all rights, title, interest and benefits appertaining thereto. It is hereby agreed between the Parties that the pre-money valuation of the Company for the subscription of Subscription Shares by the New Investors is INR 22,50,00,000 (Rupees Twenty-two Crores and Fifty Lakhs only).
- 3.2 Each CCPS shall carry a cumulative coupon rate of 0.001%.
- 3.3 The capitalisation table in Part A & B of **SCHEDULE 4**, sets out the respective percentage shareholding of all the Shareholders of the Company (on a Fully Diluted Basis) as on the Effective Date and the Completion Date respectively.

4. CONDITIONS PRECEDENT TO COMPLETION

4.1 CONDITIONS PRECEDENT TO COMPLETION:

- 4.1.1 The obligation of the New Investors to subscribe to the Subscription Shares in terms of Clause 5.1 is conditional upon fulfilment of each of the following conditions prior to the Completion Date ("**Conditions Precedent**") to the satisfaction of the New Investors unless specifically waived, in whole or in part, in writing by the New Investors and the issuance of a notice ("**CP Fulfilment Notice**") by the Company and the Founders as per clauses 4.1.2, 4.1.3 and 4.1.4:
- (i) Satisfactory completion of the legal, financial and business Due Diligence to the satisfaction of the New Investors.
 - (ii) The Company shall have executed (a) Employment Contracts with each of the Key Employees, if any; and (b) Director Agreements with Mr. Virender Sehwaag and Founder 2, in the Agreed Form.
 - (iii) The Company shall carry out necessary steps to maintain the registers/ records and furnish returns, as may be prescribed under the applicable labor legislations.
 - (iv) The Company shall cause its Directors to submit duly filled-up Form MBP -1 with the Company in accordance with the Act.

- (v) The Company shall cause Mr. Virendra Sehwaag to submit duly filled-up Form DIR-8 with the Company in accordance with the Act.
- (vi) The Company shall make fresh application(s) to intimate the relevant authority(ies) in relation to commencement of its business operations under the Delhi Shops and Establishments Act, 1954; and the Gujarat Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2019, for all the premises/ offices of the Company, as applicable.
- (vii) The Company shall obtain DPIIT registration in order to be a 'registered start-up' in accordance with the Act.
- (viii) The Company shall execute an agreement with Stitched Textiles Private Limited recording the terms of occupation and use of the said premises for carrying out the Business operations.
- (ix) The Company shall obtain a fresh declaration from its Shareholders/Directors, as specified under the Companies (Acceptance of Deposit) Rules, 2014, in connection with the loan extended by each of them to the Company.
- (x) Hold relevant meetings of the Board and Shareholders and procure approval by way of resolutions for: (a) the execution, delivery, and performance by the Company of this Agreement; (b) issuance and allotment of the Subscription Shares to the New Investors, subject to the terms and conditions as specified in the Transaction Documents.
- (xi) Represent and confirm in writing to the New Investors that the Founders shall not veto or in any way object to or obstruct the issuance and allotment of Subscription Shares to the New Investors and to the subsequent conversion thereof in accordance with the Transaction Documents.
- (xii) The Company shall submit the signed and updated statutory registers as required under the Act.
- (xiii) The Company shall issue duly signed and stamped share certificates to its Shareholders as on the Effective Date.
- (xiv) The Company shall issue a written declaration letter stating that the existing loans taken by the Company shall not be repaid until the TIA Investors cease to hold any Securities in the Company.
- (xv) Ensure and confirm in writing to the New Investors that no Material Adverse Effect or material change has occurred either in the financial stability or the Business of the Company, nor has the Company been affected by fluctuation in market trends in a manner which might result in diminution of prospects or deterioration of net worth of the Company.
- (xvi) Increase and/or re-classify the authorized share capital of the Company to accommodate the issue and allotment of Subscription Shares to the New Investors and provide to the New Investors: (i) certified true copy of the resolution passed by the Shareholders for the increase and re-classification of the authorized share capital of the Company and (ii) a copy of the Form SH-7

(together with all the attachments) and other relevant forms filed with the ROC for the increase and re-classification of the authorized share capital of the Company.

- (xvii) The Company shall have obtained all approvals, consents, waivers, necessary for consummation of the transactions contemplated by the Transaction Documents, including waiver by all the Existing Shareholders of the Company, to the extent applicable, of any anti-dilution rights, rights of first refusal, pre-emptive rights and all similar rights in connection with the issue of the Subscription Shares to the New Investors.
- (xviii) The Parties to the Agreement shall have prior to the Completion, approved the Agreed Form of the draft amended Articles of Association of the Company incorporating the provisions of this Agreement.
- (xix) The Company shall have completed the process/ formalities prescribed under the Act for private placement of Subscription Shares including having taken the following steps:
 - a) The Company shall pass special resolution for allotment of Subscription Shares on preferential basis and file Form MGT-14 in connection thereto.
 - b) The Company shall have recorded the name of the New Investors prior to the issue of the letters of offer for the subscription of Subscription Shares to the New Investors in the manner prescribed under the Act;
 - c) The Company shall have obtained a valuation certificate from a Registered Valuer as defined in the Act or a SEBI registered merchant banker setting out the fair value of the Subscription Shares in the manner prescribed under the Act; and
 - d) The Company shall have issued the letters of offer along with application forms to subscribe to the Subscription Shares (in formats prescribed under the Act and in the manner stipulated therein) to the New Investors.
- (xx) The Company and the Founders shall provide for an undertaking to be given by the Company and the Founders that the representations and warranties shall stand true and correct as on the Completion Date.
- (xxi) The Company shall create an employee stock option ("ESOP") pool of 10% (Ten percent) of the Share Capital and have formulated and adopted an employee stock option policy as on Completion Date.
- (xxii) The Company shall apply for Angel Tax Exemption with DPIIT and shall provide the New Investors a copy of the application so filed by the Company.
- (xxiii) The Company shall share a declaration pertaining to any interest payable (if any) for period prior to the Effective Date.
- (xxiv) The Company shall provide a declaration to the New Investors that there are no salary dues for period prior to the Effective Date.

- (xxv) The Company shall re-structure the present shareholding pattern of the Company reflecting as on prior to the Effective Date in order to *inter alia* ensure that Founder 2 is one of the shareholders and promoters of the Company.
 - (xxvi) The Company shall repay the loan availed from Mr. Gulshan Kapoor.
 - (xxvii) The Company shall clarify the discrepancies between the amount recorded in books and those as per agreement executed between Company and other third parties.
 - (xxviii) The Company shall share details of expenses not recorded in books and an undertaking from the Founders that they shall not to recover such expenditure from the Company.
 - (xxix) The Company shall record Goods and Service Tax (GST) liability for the Franchisee fees earned.
 - (xxx) The Company shall file Form BEN1 and BEN 2.
 - (xxxi) The Company shall undertake payment of relevant stamp duty on issue of shares.
 - (xxxii) The Company shall levy GST on Franchise Fees.
 - (xxxiii) The Company shall comply with the provisions of tax deducted at source (TDS) u/s 195 of the Income Tax Act, 1961.
 - (xxxiv) The Company shall pay tax deducted at source (TDS) default amounting to INR 1,290 and provide challans of the same to the New Investors.
 - (xxxv) The Company shall provide the following share transfer documents: board resolution, Form- SH-4 for shares transferred to Mr. Manoj Kumar and Mr. Gulshan Kapoor by Stitched Textile Private Limited, along with payment of adequate stamp duty.
 - (xxxvi) The Company shall provide a duly signed copy of the letter of intent executed with Mr. Harshit Gupta.
- 4.1.2 The Company and the Founders undertake that they shall fulfil the Conditions Precedent on or before the Long Stop Date and upon fulfilment of the last of the Conditions Precedent (other than those Conditions Precedent previously waived by the New Investors), the Company and the Founders shall confirm the fulfilment of the Conditions Precedent in writing by issuing the CP Fulfilment Notice (along with documents evidencing fulfilment of each of the Conditions Precedent) to the New Investors.
- 4.1.3 If the New Investors are not satisfied that the Conditions Precedent have been fulfilled, then within 5 (five) Business Days from the date of receipt of the CP Fulfilment Notice, they may issue a notice to the Founders and the Company ("**Unsatisfied CP Notice**") detailing the various Conditions Precedent which in its opinion have not been fulfilled and which are not being waived by the New Investors. Upon the receipt of the

Unsatisfied CP Notice, the Company and the Founders shall fulfil, to the satisfaction of the New Investors, the relevant Conditions Precedent listed in the Unsatisfied CP Notice, prior to the Long Stop Date. If the New Investors are satisfied with the fulfilment of all the Conditions Precedent, they shall intimate such satisfaction to the Company and the Founders in writing ("**Investor CP Confirmation**") within 5 (five) Business Days of the Company and Founders informing the New Investors in writing of the fulfilment of the Conditions Precedent or the Conditions Precedent specified in the Unsatisfied CP Notice, as the case may be.

- 4.1.4 Notwithstanding anything to the contrary contained in this Agreement, if any of the Conditions Precedent is not fulfilled (or waived in writing by the New Investor, at its sole discretion) on or prior to the Long Stop Date, then the New Investors shall not be under any obligation to subscribe to the Subscription Shares and shall be entitled to forthwith terminate this Agreement by issuing a written notice to the Company and the Founders. In the event of such termination, no Party shall have any rights, obligations or claims against the other.

5. COMPLETION AND CONDITIONS SUBSEQUENT TO COMPLETION

5.1. COMPLETION:

On satisfaction of all the Conditions Precedent set out in Clause 4.1 (other than conditions that have been waived by the New Investors in writing and conditions that by their nature can only be satisfied on the Completion Date), the Company and the Founders shall, within 2 (Two) Business Days of such fulfilment, certify such satisfaction in the form and manner acceptable to the New Investors.

- 5.1.1 Subject to completion of Condition Precedents, the Completion shall take place within 7 (seven) days of satisfaction of the Conditions Precedent in respect of the New Investors or as mutually agreed between the Parties hereto ("**Completion Date**"). On the Completion Date, the following events shall be executed in the manner set out herein and shall be deemed to have been executed simultaneously:

- (i) The persons subscribing to the Subscription Shares shall immediately submit the completed application forms to the Company;
- (ii) Such persons subscribing to the Subscription Shares shall remit the funds, in accordance with the terms of this Agreement, towards subscription to the Subscription Shares simultaneously with the submission of the completed application forms;
- (iii) The Board of the Company shall pass resolutions to: (a) allot the Subscription Shares to the persons subscribing to the Subscription Shares immediately upon receipt of the Subscription Consideration and completed application forms; (b) approve the amended Articles of Association; (c) appoint the TIA Nominee, in the capacity of TIA Director and/or an Observer, as the case may be; and (d) convene an extra ordinary general meeting for adopting the amended Articles of Association;
- (iv) The Shareholders of the Company shall pass a resolution to (a) adopt the amended Articles of Association in Agreed Form; and (b) appoint the TIA Nominee in the capacity of TIA Nominee Director and/or an Observer, as the case may be,

provided the Company has received a consent (in Form DIR 2) and declaration in writing (in Form DIR 8) from the TIA Nominee Director confirming that he/ she is not restrained/ disqualified/ removed of, for being appointed as a director of the Company under the provisions of the Act, such appointment to take effect on Completion;

- (v) The Company shall deliver to the New Investors duly certified letters of allotment in relation to the Subscription Shares, and ensure that the details of the New Investors are entered in the records of the Company (including in the register of members) as the registered and beneficial owner of the relevant Subscription Shares; and
- (vi) The Company shall obtain suitable Directors' Liability Insurance coverage, at the Company's cost, covering the Directors and officers nominated or designated by the New Investors.
- (vii) The Company shall finalise and adopt the plan for MIS Reports in such form and manner acceptable to the New Investors.

5.2. CONDITIONS SUBSEQUENT TO COMPLETION:

- (i) Within 15 (fifteen) Business Days of Completion Date or within such extended period as agreed, the Company shall:
 - (a) deliver to each New Investor, share certificates evidencing valid title to the relevant Subscription Shares so issued;
 - (b) furnish to the New Investors certified true copies of the (A) register of members reflecting the New Investors as holders of the Subscription Shares; (B) the board resolution issuing and allotting the Subscription Shares to the New Investors;
 - (c) file Form MGT 14 (along with any other prescribed forms, all as applicable as prescribed) in respect of the adoption of the Restated Articles with the ROC;
 - (d) file Form PAS 3 (together with all the attachments) in prescribed form for the allotment of the Subscription Shares with the ROC; and
 - (e) provide the New Investors with certified true, correct and complete scanned copies of the aforementioned forms (together with all their respective attachments), along with certified true, correct and complete copies of the receipts from the ROC evidencing payment by the Company of all fees and charges associated with the filing of the aforementioned forms;
- (ii) Within 30 (thirty) Business Days from the receipt of such portion of the Subscription Consideration from non-resident New Investors, if any, the Company shall file, with the RBI and the relevant authorized dealer bank, all documents required to be filed in accordance with the applicable Law, and shall forthwith thereafter furnish copies of the same (along with the acknowledgment of delivery to the authorised dealer bank, RBI or the other

concerned authority) to such non-resident New Investors. The Company shall, upon receipt, forthwith intimate to such non-resident new investors in writing the acknowledgment of filing of the Single Master Form once received from the RBI in respect of the remittance of their respective portion of the Subscription Consideration and issuance of respective Subscription Shares to such non-resident New Investors. The non-resident new investors shall cooperate with the Company and procure such documentation as may be required of them, to enable the Company to file the Single Master Form with the RBI.

- (iii) The Company shall upload/publish a comprehensive privacy policy on its website in accordance with the Applicable Laws.
- (iv) The Company shall execute written contracts with the relevant third parties in relation to its job work arrangements. Such written contracts shall contain comprehensive provisions would enable the Company to ensure that its liabilities, if any, arising out of such arrangements are adequately limited.
- (v) Founder 1 shall transfer all its Equity Shares to Founder 2 within a period of 2 (two) months from the Closing Date and as such complete with all the secretarial compliances under the Act in connection with such proposed share transfer.
- (vi) The Company shall record non-refundable deposit as income and obtain appropriate GST opinion in this regard.

6.

A. LOCK IN

- i) Subject to the other provisions of this Agreement, it is hereby clarified that (i) 10% of the total Securities held by the Founders shall stand released/vested as on the Completion Date; and (ii) 90% of the Securities held by the Founders shall be locked-in ("**Restricted Securities**") and shall stand released/vested quarterly in equal instalments over a period of 4 (Four) years from the Completion Date ("**Released Securities**").
- ii) If any Founder decides to leave or disassociates itself/himself from the Company, as the case may be, ("**Leaving Founder**") at any time for any reason (except in case of Permitted Resignation), then
 - (a) all the Securities of the Leaving Founder shall, at the discretion of the New Investors, be placed into an ESOP trust/pool and such Securities shall be treated in the manner as may deem fit to the Board and the New Investors; and
 - (b) In case of Founder 2, the Leaving Founder will also immediately resign as the Director of the Company if he is holding the Board position of the Company. In case the Leaving Founder is Founder 3, then Mr. Virender Sehwaag will resign from the Board of the Company. In such an event, the New Investors (acting jointly) shall nominate a Director to the Board in place of such Leaving Founder.

- iii) Provided that in the event that one of the Founders leaves in case of Permitted Resignation, then
 - (a) Restricted Securities shall, at the discretion of the New Investors, be placed into an ESOP trust/pool and such Restricted Securities shall be treated in the manner as may deem fit to the Board and the New Investors; and
 - (b) the Released Securities of the Leaving Founder shall be offered to the New Investors at fair market value. If the New Investors decline to purchase these offered Securities, such Securities may be offered by the Leaving Founder or his legal heir (in case of Founder 2) or its Affiliates (in case of Founder 3), to the New Investors at fair market value and in case the New Investors decline to purchase these offered securities, such Securities may be offered to third party (not being an Identified Competitor), on the same terms that these were offered to the New Investors. It is clarified that the Released Securities held by Leaving Founder shall continue to be subject to the terms of this Agreement including Clause 14.2 (*Right of First Refusal*) and Clause 16 (*Co-Sale/Tag Along Rights*) of this Agreement.
- iv) If a Leaving Founder fails, refuses or is otherwise unable to comply with its obligations in this Clause 6A (ii) and Clause 6A (iii) above, the Company shall have the authority and be obliged to designate a Person to execute and perform the necessary transfer on behalf of such Leaving Founder. The Company may receive and hold the purchase consideration in trust for the Leaving Founder and cause the New Investors and/or ESOP trust/pool, as the case maybe, to be registered as the holder of the Locked Shares being sold by the relevant Leaving Founder. The receipt by the Company of the purchase consideration shall be a good discharge to the New Investors and/or ESOP trust/pool.

6.

B. TRANSFER OF SHARES BY FOUNDERS

- i) Subject to Clause 6A (i) above, the Founders shall have the right to Transfer not more than 10% (Ten per cent) of their individual shareholding in the Company as on the Closing Date, without requiring any consent, subject to compliance Clause 14.2 (*Right of First Refusal*) and Clause 16 (*Co-Sale/Tag Along Rights*) of this Agreement.
- ii) Notwithstanding anything to the contrary in this Agreement, it is hereby clarified that the Founders shall not sell their respective Shares to an Identified Competitor for as long as the New Investors hold any Securities in the Company.

7. APPLICATION OF SUBSCRIPTION MONIES

- 7.1 Subject to Applicable Law, the Company and Founders covenant and undertake to the New Investors that the subscription monies for the Subscription Shares shall be applied by the Company solely for the purpose of operating the Business of the Company and will not under any circumstances be used to repurchase the Shares from Existing Shareholders or their personal guarantee or for repayment of any loans from the Founders or any third parties or for any other purpose without specific prior

written approval from the New Investors.

8. DIRECTORS

- 8.1 The Company shall be managed by the Board who shall have powers to do all acts and take all actions that the Company is authorized to do, subject to those matters that are statutorily required under the Act to be approved by the Shareholders, and which shall be referred for approval by the Shareholders.
- 8.2 The Board of the Company will comprise of at least 2 (two) Directors to be appointed by Founders namely, (i) Mr. Virender Sehwaag; (ii) Mr. Jaimin Gupta ("**Founder Directors**"). The New Investors shall have the option at its discretion to appoint one (1) Director each by their representatives (hereinafter referred as "**TIA Nominee Director**" and/or "**Investor Director**").
- 8.3 A Investor Director shall not be required to hold any qualification shares, as long as the New Investors hold any Share in the Company. New Investors shall also have the right to collectively appoint its representative in a non-voting observer capacity to attend all meetings of the Board and all committees thereof (whether in person, telephonic or otherwise) (referred to as "**Board Observer**"). The Company shall provide the Board Observer, concurrently with the Investor Director, and in the same manner, notice of such meeting and a copy of all materials as provided to the Investor Director with respect to such board meeting. The Board Observer shall be subject to customary confidentiality obligations, as applicable to directors of a company under Applicable Laws. In the event, TIA Nominee Director is not appointed by TIA Investors, then no resolution passed at a meeting of the Board with respect to any Reserved Matter shall be valid, unless it has received the written consent of the TIA Nominee at least 7 Business Days before the meeting of the Board/committees of the Board.
- 8.4 The reasonable costs, with the prior approval of the Company, incurred by Board Observer and/or Investor Director in attending a meeting of the Board or committee thereof or a general meeting of Shareholders (including the costs of travel and attendance) shall be borne by the Company. For the avoidance of doubt, the Company acknowledges that the Board Observer designated pursuant to this Clause shall be acting in a passive observer capacity only and no Board Observer shall be deemed to have the power or authority to cast votes in any manner.
- 8.5 Subject to the provisions of the Act and Clause 8.2 contained herein the New Investors shall have the right to collectively appoint an alternate director to act on behalf and in absence of an Investor Director ("**Original Director**") and such appointment shall be made for a period of not more than three months. Any such new appointment/determination and removal shall be with the consent of and by notice in writing to the Company signed by the Shareholder that appointed the Original Director and it shall take effect from the time of receipt of such notice by the Company.
- 8.6 The Board may constitute 1 (one) or more committees of Directors provided that such committees shall always consist of the Investor Director. Any committee so constituted shall, in the exercise of any powers delegated to it by the Board, conform to any regulations imposed on it by the Board and Applicable Law and all such committees

shall report to the Board. The provisions of Clause 8 shall apply *mutatis mutandis* to the proceedings of all such committees.

- 8.7 If any Party(s) desires that any of the Directors nominated by it should cease to be a Director of the Company, the other Parties shall cause its nominated Directors to exercise the voting rights held by them in the Company in such manner so as to ensure the removal/acceptance of resignation of such Director as soon as may be practicable and appoint the persons nominated by such Party in place of the Director so removed/replaced.
- 8.8 The Company shall indemnify the TIA Nominee Director on its Board, if any, nominated by the New Investors against liability for any decisions, acts, etc. of the Company to the fullest extent permitted by law.
- 8.9 The Parties acknowledge and confirm that the Investor Directors are not in charge of the day-to-day management of the Company. It is hereby expressly clarified and agreed between the Parties that, in no event shall the TIA Nominee Director and/or any representative of the New Investors, at any time be deemed to be an 'officer' or 'officer who is in default' under the provisions of the Act or under any other applicable law or 'occupier' of any premises of the Company. Further, the Founders and the Company undertake to ensure that the other Founder Directors (excluding the TIA Nominee Director) or suitable persons are nominated as 'officers in default' and for the purpose of statutory compliances, occupiers and/or employers as the case may be in order to ensure that the TIA Nominee Director does not incur any liability. The Company shall when filing appropriate forms required under applicable Law, not include the details of the Investor Director and Board Observer as officers of the Company. The Founder Directors are responsible for the management and good governance of the Company including compliance with all applicable corporate governance norms prescribed under the Act. The presence of the Investor Director on the Board does not limit the duties of the Founder Directors as prescribed by the Act and applicable regulations.
- 8.10 The Company shall and the Founders shall, jointly and severally, cause the Company to obtain suitable Investor Director's liability insurance coverage, at the Company's cost, covering the Investor Director and officers nominated or designated by the New Investors. The Directors' liability insurance coverage shall cover such risks and other terms and conditions and in amounts to be discussed with and agreed to by the New Investors. Such Directors' liability insurance should remain in force till such time the Investor Director or Board Observer remains on the Board of the Company.
- 8.11 If the Investor Director is required to retire by rotation under any Applicable Law, the Shareholders shall ensure that such retiring Investor Director is re-appointed at the general meeting of the Shareholders in which such Investor Director is required to retire and further, the Parties agree and undertake to vote in order to ensure such re-appointment.
- 8.12 The Directors will not be liable to retire from directorship by rotation or otherwise.
- 8.13 All decisions or resolutions by the Director(s) shall be made in a meeting of the Board in accordance with Clause 9 and the Articles of Association of the Company or

whenever permitted by the Act by circulation in accordance with the Articles of Association of the Company, subject to the provisions of this Agreement.

- 8.14 The Investor Director shall be a non-executive Director and shall not be responsible or liable for any actions of the Company. The Investor Director and/or Board Observer shall be entitled to reimbursement of reasonable costs including, but not limited to, cost of air travel, accommodation, conveyance and any other cost incurred by them in connection with the attendance of meetings, up to a maximum of INR 100,000 for every Financial Year.

9. BOARD MEETINGS

- 9.1 The Board shall meet at such intervals and on such dates as may be agreed by the Shareholders from time to time such that not more than one hundred and twenty (120) days shall intervene between two consecutive Board meetings. The Board may also conduct meetings by video conferencing or through other audio-visual means in accordance with Applicable Laws.
- 9.2 Subject to Clause 8.1 and 8.2, the quorum for a meeting of the Board will be two (2) Directors, of which at least one must be the TIA Nominee Director, unless waived in writing by such TIA Nominee Director, and at least 1 (One) Founder Director ("**Board Quorum**"). A notice of 7 (Seven) days shall be given for any meeting of the Board. In the event a meeting of the Board needs to be convened at a shorter notice, a waiver shall be obtained from each of the Directors.
- 9.3 If Board Quorum is not present within half an hour of the scheduled time of the meeting, the meeting shall automatically stand adjourned to the 7th (Seventh) day from the date of the non-quorate meeting. If such day is not a Business Day, the meeting shall be held on the next Business Day ("**First Adjourned Meeting**"). The First Adjourned Meeting shall be held at the same location and time as the original non-quorate meeting. In the absence of the TIA Nominee Director at the First Adjourned Meeting, any 2 (Two) Directors present shall constitute the quorum for such meeting. Provided that (a) no business or items which was not a part of the agenda of the original non-quorate meeting shall be dealt with at the First Adjourned Meeting; and (b) no business concerning any of the matters listed in Clause 10.1 (*Reserved Matters*) shall be approved or resolved upon, unless TIA Nominee's consent is obtained in accordance with Clause 10.1 (*Reserved Matters*).
- 9.4 All Board meetings shall be held in the city where the registered office of the Company is located or such other place as may be agreed to in writing by all the Directors. Any sitting fees, etc. will be at the option of the Company but all expenses related to travel etc. for the Board meeting and expenses incurred by the Investor Director in relation to the business of the Company, would be subject to clause 8.14. The Board may appoint the Chairperson of the Board. The Chairperson will not have a casting vote, i.e., an additional vote in order to break a deadlock, if any or for the determination of a majority vote.
- 9.5 The Board shall have a right to fill in any casual vacancy caused in the office of the Directors, by reason of his resignation, death, removal or otherwise. However, the Board shall appoint only such person as is notified in writing by the Party appointing/nominating the original Director whose office has become vacant. All

nominations for the replacement Director made by the respective Party shall be in writing and shall take effect upon receipt at the registered office of the Company.

- 9.6 At any meeting of the Board, each Director may exercise one (1) vote. Except as may be required by the Act, all decisions at meetings of the Board shall be taken by a simple majority. Provided that in case of any matter stated at Clause 10.1 herein below, the affirmative vote, in writing (including an email), of the TIA Nominee Director or TIA Nominee, as the case may be, shall be required at least 7 working days before any such matter is placed before the Board for approval.

10. RESERVED MATTERS

- 10.1 Notwithstanding anything contained in this Agreement, no resolution passed at a meeting of the Board or Shareholders with respect to any of the matters set out in **SCHEDULE 7** hereto shall be valid if such resolution is in respect to the same, unless it has received the written consent of either of TIA Nominee Director or TIA Nominee for and/or on behalf of the TIA Investors at least 7 (Seven) Business Days before the meeting of the Board/committees of the Board; and if any such matter requires the approval of the Shareholders, unless the New Investors have voted in favour of the relevant resolution or New Investors have expressly waived the requirement for their consent.
- 10.2 The Parties agree that the principles set out in this Clause 10 are fundamental to the governance of the Company and each Party undertakes not to commit any act or omission that would violate this Clause 10. If any provision of this Agreement conflicts with the provisions of this Clause 10, the provisions of this Clause 10 shall prevail and be given effect.

11. ANTI-DILUTION

- 11.1 The Company shall not, and the Founders shall procure that the Company shall not issue any shares below the New Investors' price of acquisition per Share ("**Acquisition Price**"), except with the prior written consent of each of the New Investors. If the Company carries out an allotment of shares to any Person other than the New Investors at a price that is less than the Acquisition Price ("**Down Round**"), the Founders shall ensure that the Company shall, allot to the relevant New Investors such additional number of additional Shares in a manner as determined in accordance with the Broad Based Weighted Average Anti-Dilution Formula at face value, subject to Applicable Law or the conversion ratio for the New Investor Shares held by the relevant New Investors shall be adjusted in accordance with the Broad Based Weighted Average Anti-Dilution Formula.
- 11.2 Notwithstanding anything contained above, neither the Company nor the Founders shall, at any time, enter into any agreements in respect of the Company or their respective shareholding therein on terms and conditions more favourable, to any incoming investors, at a price equal or less than the Acquisition Price, except with the prior written consent of the New Investors. In case the Company or the Founders enter into such agreement(s), then they will provide such additional rights to the New Investors as well.

- 11.3 The provisions of this Clause, shall not apply to (i) any further issue of securities by the Company to the employees and Directors who are natural persons, of the Company pursuant to ESOP; (ii) the issuance of securities in relation to the Company's other partnering arrangements approved by the Board; (iii) pursuant to stock split or similar re-organisation; (iv) pursuant to securities issued or issuable upon conversion of the Subscription Shares; or (v) pursuant to an IPO.

12. INFORMATION RIGHTS

- 12.1 So long as the New Investor holds any Shares in the Company, the Company agrees to deliver the following documents and information to the New Investors, from time to time and in the form as may be required by them:

- (i) Unaudited annual financial statements within 30 (thirty) Business Days of completion of the financial year (30 April). The financial statements should be accompanied by a report from the chief executive officer of the Company and a discussion of key issues and variances to the budget;
- (ii) Audited annual financial statements within 90 (ninety) Business Days of completion of the financial year (31 March). The financial statements should be accompanied by a report from the chief executive officer of the Company and a discussion of key issues and variances to the budget;
- (iii) Unaudited quarterly financial statements within 30 Business Days of the end of the relevant quarter. The financial statements should be accompanied by a report from the chief executive officer of the Company and a discussion of key issues and variances to the budget;
- (iv) Within 30 Business Days from the end of each quarter, a brief quarterly reports/operations update including a narrative describing the Company's progress during the prior quarter;
- (v) Annual Business Plan no later than 30 (thirty) Business Days prior to the beginning of each financial year;
- (vi) Certified copies of the executed Board Minutes, Shareholder meetings and audit committee meeting within 7 (seven) Business Days of the relevant meeting;
- (vii) Certified copy of the monthly MIS report within 15 Business Days after end of each month;
- (viii) Certified copy of the quarterly MIS report within 30 Business Days after end of each quarter;
- (ix) Litigation or investigations or proceedings which have or may reasonably be expected to have a Material Adverse Effect; or any criminal investigations or proceedings against the Company, Founders; or their respective Affiliates or any employee of the Company, as soon as practicable and in any event within 7 (seven) days from the date on which the Company becomes aware of such matter, and such notification shall specify the steps that the Company proposes to take in response to the same;

- (x) Copies of all reports, presentations, models and information prepared by the Company for its lenders, auditors and/or any Governmental Authorities as and when presented to the lenders, auditors and/or any Governmental Authorities, within 7 (seven) Business Days from the date of presenting to the lenders, auditors and/or any Governmental Authorities;
 - (xi) Annual and quarterly legal and secretarial compliance report prepared by an advisor appointed by the New Investors, within 60 (sixty) Business Days from end of each financial year of the Company or within 30 (thirty) Business Days from end of each fiscal quarter, as the case may be;
 - (xii) Such other information regarding the condition or operations, financial or otherwise, of the Company as the New Investors may from time to time reasonably request; and
- 12.2 So long as the New Investors hold any Shares in the Company on Fully Diluted Basis, the New Investors through the TIA Nominee including their accountants, legal counsels, or any other authorized representative of its choice, shall be entitled to, at all times during normal business hours, upon prior written notice of 3 (three) Business Days, to visit and inspect the Company's premises and properties, to examine and take copies of its books of accounts and records and to discuss the affairs, finances, accounts, budget and operations of the Company, as well as conduct internal audit or due diligence as the TIA Nominee may, in its sole discretion deem fit. Any costs in relation to the exercise of such inspection and visitation rights shall be borne by the Company. The New Investors shall have the right to participate in conference calls with the senior management team of the Company and obtain such information from the Company as the New Investors may deem necessary, from time to time.
- 13. PRE-EMPTIVE RIGHTS**
- 13.1 The New Investors ("**Pre-emptive Holder(s)**") shall have pro-rata pre-emptive rights (on an as if converted basis) of any future issuances of equity and / or preferred securities by the Company (other than issuances pursuant to the Company's ESOP) (hereinafter the "**Subsequent Issuance**"). The Company and the Founders shall notify the Pre-emptive Holders by issuing a written notice ("**Subsequent Issuance Notice**") which notice shall contain the description of the offer, the reasons for such new fund raise, nature of the new equity and / preferred securities that is proposed to be issued, the number of new equity and / preferred securities proposed to be issued, the price at which such new equity and / preferred securities are proposed to be issued, total quantum of the proposed fund raise, the proposed closing date for the issuance, and the general terms upon which the Company proposes to issue the new equity and / preferred securities. The Pre-emptive Holders shall notify their respective written acceptance to subscribe to the Subsequent Issuance, either in whole or in part, within 45 (forty-five) Business Days of receipt of the Subsequent Issuance Notice.
- 13.2 If one or more Pre-emptive Holders choose to not participate in any Subsequent Issuance to the limits of their entitlement, the remaining Pre-emptive Holders shall have the right to subscribe to such Shares in proportion to their shareholding in the Company (on an as if converted basis).
- 13.3 It is agreed between the Parties that the New Investors shall be entitled to alter their pro rata entitlement under clause 13.2 amongst themselves.

13.4 The New Investors shall be entitled to assign their respective entitlement in whole or in part it's right to subscribe to the Subsequent Issuance to their respective Affiliates, provided that at the time of issuance of such Subsequent Issuance, such Affiliate shall have executed a Deed of Adherence. The holding of the relevant Affiliate subscribing to the Subsequent Issuance shall be considered to be part of the New Investors' holding for the purposes of this Agreement.

13.5 The provisions of this Clause, shall not apply to (i) any further issue of securities by the Company to the employees and Directors who are natural persons, of the Company pursuant to ESOP; (ii) the issuance of securities in relation to the Company's other partnering arrangements approved by the Board; (iii) pursuant to stock split or similar re-organisation; (iv) pursuant to securities issued or issuable upon conversion of the Subscription Shares; or (v) pursuant to an IPO.

14. INVESTORS RIGHTS

14.1. The Investor Shares shall be free of all Encumbrances and there will be no restriction on the right of the New Investors to sell, pledge or transfer these Shares in any manner whatsoever, except that the New Investors cannot sell or otherwise transfer Investor Shares or the beneficial interest in the same, to any Competitor or any directors, associates, or Persons acting in tandem with such Competitor.

14.2. Right of First Refusal

14.2.1. In the event the Founders and/or other Shareholders (except for New Investors) ("**Selling Shareholders**") receive a firm offer from any Person ("**Proposed Transferee**") for purchase of all or part of their Shares held by such Selling Shareholder ("**Sale Shares**"), then subject to Clause 6.1 of this Agreement, such Selling Shareholder hereby unconditionally and irrevocably grants to the New Investors, a right to purchase the Sale Shares at the same price and on the same terms and conditions as those offered by the Proposed Transferee ("**Right of First Refusal**"). Such Selling Shareholder shall give a written notice ("**Transfer Notice**") to the New Investors specifying:

- (i) the identity of the Proposed Transferee;
- (ii) copy of the binding unconditional arms' length written offer for purchase of the Sale Shares received by the Selling Shareholder from the Proposed Transferee, setting out inter alia the price per Share offered by the Proposed Transferee, and the other terms of Transfer ("**Transfer Terms**"); and
- (iii) the number of Sale Shares proposed to be Transferred.

14.2.2. Within 30 (thirty) Business Days from the date of receipt of the Transfer Notice ("**Exercise Period**"), each of the New Investors may exercise its Right of First Refusal and offer to acquire all or its pro rata portion of the Sale Shares on the Transfer Terms, by means of a written notice to the Selling Shareholder ("**ROFR Notice**").

14.2.3. If the New Investors provide the ROFR Notice to the Selling Shareholder in accordance with Clause 14.2.2, the Selling Shareholder shall Transfer to the New Investors the number of Sale Shares agreed to be purchased by the New Investors (together with all legal and beneficial interest therein and free from all Encumbrances), on the Transfer

Terms on or before the date which is 30 (thirty) Business Days after the date of receipt by the Selling Shareholder of the ROFR Notice. Provided however that, in case all the New Investors choose to exercise the Right of First Refusal to purchase all the Sale Shares, then the Sale Shares shall be acquired by the New Investors in proportion to their inter se shareholding in the Company.

14.2.4. If the New Investors do not issue the ROFR Notice within the Exercise Period, the Selling Shareholder may sell all or the remaining Sale Shares (as the case may be), subject to Clause 16 of this Agreement, sell all or the remaining Sale Shares (as the case may be) to the Proposed Transferee (not being an Identified Competitor) on the Transfer Terms, within 60 (sixty) Business Days of expiry of the Exercise Period.

14.2.5. If the Selling Shareholder fails to complete the proposed transfer of the Sale Shares or the remaining Sale Shares (as the case may be) to the Proposed Transferee on the Transfer Terms, within 60 (sixty) Business Days of expiry of the Exercise Period, the provisions of this Clause 14.2 shall apply again, and the Selling Shareholder shall not be entitled to transfer any of its Shares (including the Sale Shares) to the Proposed Transferee or any other Person, without first complying with the provisions of this Clause 14.2.

14.2.6. Such Right of First Refusal will terminate upon a Qualified IPO.

14.3. **Inter-Se Right of First Offer of TIA Investors**

14.3.1. If any TIA Investor proposes to transfer any Shares, then such TIA Investor ("**Selling TIA Investor**") shall make an offer for sale to the other TIA Investors by way of a written notice ("**TIA Offer Notice**") specifying: (i) the total number and class of Shares proposed to be offered for sale ("**TIA ROFO Shares**"); and (ii) the period for which such offer shall be available, which period shall not be less 15 (Fifteen) Business Days from the date of the TIA Offer Notice ("**TIA Offer Period**"). Upon receipt of the TIA Offer Notice, each of the TIA Investors shall, within the TIA Offer Period, communicate through a written notice whether:

- (i) he / she is willing / agreeing to purchase / acquire all the TIA ROFO Shares ("**ROFO Acceptance Notice**") specifying: (i) the price at which the relevant TIA Investor(s) offers to exercise his / her right of first offer and acquire from Selling TIA Investor all TIA ROFO Shares ("**ROFO Price**"); and (ii) the terms and conditions of the proposed transfer ("**ROFO Terms**"), on which the relevant TIA Investor(s) is willing to purchase TIA ROFO Shares; or
- (ii) he / she is not willing to acquire TIA ROFO Shares ("**ROFO Rejection Notice**").

14.3.2. In case the ROFO Acceptance Notice is issued by the TIA Investor(s), then Selling TIA Investor shall, within a period of 15 (Fifteen) Business Days of receipt of ROFO Acceptance Notice, respond to the relevant TIA Investor through a written notice whether:

- (i) it is willing to sell and transfer all TIA ROFO Shares at the ROFO Price and on the ROFO Terms ("**Investor Acceptance Notice**"); or

- (ii) it is not willing to sell, and transfer TIA ROFO Shares at the ROFO Price and on the ROFO Terms ("**TIA Rejection Notice**").

14.3.3. In case an ROFO Acceptance Notice is issued by Selling TIA Investor to the relevant TIA Investor(s) ("**Transferee TIA Investor(s)**"), Selling TIA Investor shall be obligated to sell and transfer TIA ROFO Shares to the Transferee TIA Investor(s) at no less than the ROFO Price on a pro-rata basis based on their *inter-se* shareholding in the Company. Such transfer shall, unless otherwise agreed between Selling TIA Investor and the Transferee TIA Investor(s), take within 15 (fifteen) Business Days from the date of ROFO Acceptance Notice.

14.3.4. If Transferee TIA Investor(s) fails to complete the share purchase within 15 (fifteen) Business Days from the date of ROFO Acceptance Notice or if the TIA Investor(s) fails to respond to TIA Offer Notice within TIA Offer Period, such TIA Investor shall be deemed to have provided a ROFO Rejection Notice.

14.3.5. In case a ROFO Rejection Notice is issued / deemed to be issued by the TIA Investor(s) or an TIA Rejection Notice is issued by Selling TIA Investor, Selling TIA Investor shall be free to transfer TIA ROFO Shares to any third Person ("**Third Party Transferee**"), at a price equal to or higher than the ROFO Price and at the terms and conditions same as those set out in the ROFO Terms or that are more favourable to Selling TIA Investor, within 90 (Ninety) days of the date of ROFO Rejection Notice or such other reasonably extended period as may be mutually agreed with the TIA Investor(s).

15. SHAREHOLDER RIGHTS - VOTING RIGHTS

15.1. All meetings of the Shareholders shall be held in accordance with the Act and the Articles of Association of the Company. The Chairperson of the meeting shall be either Founder Director present at the general meeting. At any shareholders' meeting where a Founder Director is not present; the members will elect any of the members present to act as the Chairperson. The Chairperson of the general meeting shall not have a second and/or casting vote. The quorum for a meeting of the Shareholders shall include the at least 1 (one) nominee of each of the New Investors and 1 (one) Founder at the beginning of, and throughout, the meeting ("**Shareholders' Quorum**").

15.2 If a valid Shareholders' Quorum is not present, within half an hour of the scheduled time of the meeting, for a meeting of the Shareholders, the meeting shall automatically stand adjourned to the same day of the following week. If such a day is not a Business Day, the meeting shall be held on the next Business Day. The adjourned meeting shall be held at the same venue and at the same time as the original non-quorate Shareholders' meeting. If at such adjourned meeting also, no Shareholders' Quorum is present, then the Shareholders present at such adjourned meeting (not being less than the number required under the Act) shall be deemed to constitute a valid quorum and the Company may proceed to discuss and decide on the matters on the agenda and any decisions so taken shall be binding on all the Shareholders. Provided that (a) no business or items which was not a part of the agenda of the original non-quorate meeting shall be dealt with at such adjourned meeting; and (b) no business concerning any of the matters listed in Clause 10.1 Reserved Matters shall be approved except as specified in Clause 10.1 (*Reserved Matters*).

- 15.3 At least 21 (twenty-one) days' prior written notice of every annual general meeting or extraordinary general meeting of Shareholders shall be given to all the Shareholders of the Company. Any such general meeting of the Shareholders (whether annual or extraordinary) may be called by giving shorter notice with the written consent of such Shareholders as provided by the Act, but always including the prior written consent of the New Investors. The notice shall specify the place, date and time of the meeting. Every notice convening a meeting of the Shareholders shall set forth in full and sufficient detail the business to be transacted thereat, and no business shall be transacted at such meeting unless the same has been stated in the notice convening the meeting. The draft resolutions to be considered at the Shareholders' meetings must be furnished to all the Shareholders at least 10 (ten) days prior to the date of the proposed Shareholders' meeting. In case the resolution is with respect to the matters stated in clause 10.1 then the same will get circulated, by the Company, after being approved in the manner specified in Clause 10.1 (*Reserved Matters*).
- 15.4 In case there are any matters that are set out in Clause 10.1, that need the approval of the Shareholders, the matters before being taken to the Shareholders would need to be approved in the manner specified in Clause 10.1 (*Reserved Matters*).
- 15.5 Subject to any additional requirements imposed by the Act and notwithstanding anything contained in this Agreement, during the term of the Agreement, the Shareholders (including the Founders and Existing Shareholders) agree that neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, without the written consent or written approval in the manner specified in Clause 10.1 (*Reserved Matters*), pass any resolution in relation to any item provided in clause 10.1.1 above at a Shareholders' Meeting.
- 15.6 Subject to Applicable Laws, Preference Shares shall carry the same voting rights as are attached to Equity Shares of the Company on a Fully Diluted basis. In the event that (a) the Company is converted from a private company to a public company; or (b) the voting rights of the Shares held by the New Investors are treated as unenforceable under Applicable Laws, until the earlier of the conversion of Preference Shares into Equity Shares, the Founders shall vote in accordance with the instructions of New Investors at a General Meeting or provide proxies without instructions, to the New Investors for the purposes of a General Meeting, equal to the percentage of Equity Shares in the Company that the New Investors would hold if they were to elect to convert the Preference Shares held by them into Equity Shares in accordance with the terms hereof.
- 15.7 Subject to Clause 10.1, at a duly called shareholders' meeting, all decisions shall be approved if passed with the majorities required under Applicable Law.

16. CO-SALE/TAG ALONG RIGHTS

- 16.1 Subject to the lock-in provisions in Clause 6 and Clause 14.2, in the event the Founders and/or the Existing Shareholders, as the case may be, are desirous of selling the Sale Shares to the Proposed Transferee, each of the New Investors ("**Tag Right Holders**"), in proportion their shareholding in the Company (on a Fully Diluted basis), will have a right (but not the obligation) to sell their Shares on the Transfer Terms to the Proposed Transferee. The tag along right shall be on a Proportionate Basis between the

Tag Right Holders exercising the right and the Founders and/or the Existing Shareholders, as the case may be, so long as the total number of shares transferred by the Founders and/or the Existing Shareholders does not result in a change of Control of the Company. The right specified in this Clause 16.1 shall be exercisable by the Tag Right Holders within a period of 30 (Thirty) days of receipt a written notice from the Founders regarding such proposed sale ("**Tag Along Notice**"). Such Tag Along Notice choosing to exercise the Tag Along Right shall be irrevocable and shall also specify the terms and conditions on which the Founders and/or the Existing Shareholders, as the case may be, propose to sell their shares. Should the Tag Right Holders fail to exercise their right under this Clause 16.1 within the aforementioned period of 30 (Thirty) days', then such right shall be deemed to have lapsed with regard to the proposed sale by the Founders and/or the Existing Shareholders and the Founders and/or the Existing Shareholders, as the case may be, shall be entitled to sell such Sale Shares to the Proposed Transferee (not being an Identified Competitor). Where the Tag Holders have elected to exercise their Tag-Along Right and the Prospective Purchaser fails to purchase the Tag Securities of such Tag Holders, the Founder and/or the Existing Shareholders shall not Transfer any of the Offer Securities to the Prospective Purchaser. The transfer of Shares pursuant to the exercise of the tag-along right by the Tag Right Holders in accordance with the preceding portion of this Clause shall be such that the Shares to be sold by the Tag Right Holders and the Founders shall be sold simultaneously. If the Sale Shares proposed to be transferred by the Founders and/or the Existing Shareholders results in a change of Control of the Company, the Tag Right Holders shall have the first option to sell all their Shares to the Proposed Transferee.

16.2 It is hereby clarified that the Tag Right Holders will not be required to make any warranties other than in relation to: (i) title to their respective Shares that they holds in any sale under the Tag-Along Right, (ii) their existence under existing laws of its jurisdiction, (iii) the enforceability of the sale of the Shares held by them under the Tag-Along Right and authority to execute relevant agreements in relation to such transfer.

16.3 It is clarified that the Tag Along Right set forth in this Clause 16 is not exercisable 'one time only' but rather shall apply in each case of a proposed Transfer of Securities by any of the Founder(s) and/or the Existing Shareholders, as the case may be, subject to the terms of this Agreement.

17. EXIT RIGHTS

17.1 On or prior to the expiry of 5 (five) years from the Completion Date ("**Exit Date**"), the Company and the Founders shall take best efforts to offer the New Investors ("**Exiting Shareholders**"), with an exit through one or more of the following routes or a combination thereof, as may be chosen by the New Investors, in accordance with the manner set out in this Clause 17.1 ("**Exit Event**"):

- (i) Qualified IPO; or
- (ii) Strategic Sale,

at a price per Share: (a) equivalent to the Fair Value; (b) which is acceptable to the New Investors, whichever is higher ("**Exit Price**"); or

- (iii) Future funding round as detailed in Clause 17.7 below; or
 - (iv) Buy-Back of Shares.
- 17.2 The Company shall retain the services of reputable investment banks and underwriters, as may be acceptable to the New Investors for the purposes of providing Exit for the New Investors on or prior to the Exit Period. Exit shall be provided in the manner as specified under Clause 17.1 above.
- 17.3 Without prejudice to other terms and conditions set out in this Agreement, should the Company fail to provide an Exit within the Exit Period, New Investors shall be entitled to exercise its Drag Along Right (Clause 17.9). Notwithstanding anything set out herein, it is being clarified that New Investors shall be entitled to initiate or demand an Exit, once Company and/or the Founders have failed to provide an Exit within Exit Period.
- 17.4 The New Investors shall within 30 (thirty) days from the expiry of Exit Date issue notice to the Company demanding Exit from the Company through the modes specified in Clause 17.1 above ("**Exit Demand Notice**"). Upon receipt of the Exit Demand Notice, the Company shall and the Founders shall cause the Company to take all steps and efforts to offer the New Investors Exit through the modes specified above to the satisfaction of the New Investors in accordance with provisions of Law in force and as specified in this Agreement.
- 17.5 **Qualified IPO:** The Company shall make best efforts to provide an exit to the Exiting Shareholders by way of completing a Qualified IPO on or prior to the Exit Date. Any public offer shall include or be subject to the following terms:
- (i) Cost of the public offer including in relation to any offer for sale will be borne by the Company.
 - (ii) The Exiting Shareholders will have the right but not the obligation to offer, in an offer for sale, all or any of their Shares in priority to the Founders.
 - (iii) The Founders shall not offer any Shares held by them for sale without consent of the New Investors, except as may be required by Applicable Law (a) as a condition for obtaining listing on any stock exchange; or (b) to ensure that minimum public holding requirements are satisfied.
 - (iv) The public offer will be underwritten at least to the extent required under Applicable Law.
 - (v) The shareholding of the Exiting Shareholders shall not be subject to any lock-in unless specified under Applicable Law.
 - (vi) All advisors/consultants to the public offer including the book running lead managers, underwriters, bankers, counsel and transfer agents shall be appointed by the Board subject to affirmative consent of the New Investors.
 - (vii) The Founders and the Company shall undertake and do all things necessary to give effect to such rights of the Exiting Shareholders under this Clause.

- (viii) The Exiting Shareholders shall also be entitled to such registration rights, as applicable in various jurisdictions (other than India), to the best interests of the New Investors (including demand and piggyback registration rights).
- (ix) If the Shares held by the New Investors are converted into Equity Shares pursuant to a proposed public offer and the Company fails to complete such public offer or if the Shares of the Company are not listed on recognized stock exchange due to any reason whatsoever within 6 (Six) months from such conversion, the Parties agree that all the rights available to the Exiting Shareholders owing to their shareholding in the Company prior to such conversion, under this Agreement shall continue to be available to the Exiting Shareholders. The Parties undertake to support any decisions and actions required by the Exiting Shareholders to give effect to the provisions herein contained including by exercise of their voting and other rights. The decisions and actions that the New Investors may require, without limitation, include:
 - (a) entry into any contractual arrangements for the purposes of ensuring that the rights attached to the Shares held by the New Investors post such conversion are the same as those attached to the Preference Shares immediately prior to the conversion;
 - (b) alteration of the Articles to include all of the rights attached to Preference Shares that were so attached immediately prior to the conversion referred to above; and
 - (c) all such other measures as shall be necessary to restore the rights enjoyed by the New Investors prior to conversion of the Preference Shares into Equity Shares.

17.6 **Strategic Sale:** The Company and the Founders shall use their best efforts to provide an exit to the Exiting Shareholders by undertaking a Strategic Sale on such terms and conditions approved by the New Investors. Strategic Sale shall be subject to the following conditions:

- (i) The Founders and the Company shall deliver a notice to the Exiting Shareholders (the “**Strategic Sale Notice**”) setting out (a) the exact nature of the transaction proposed; (b) identity of the purchaser; (c) time required to complete the Strategic Sale; and (d) price and such other material terms of the Strategic Sale as the Exiting Shareholders might request.
- (ii) The Exiting Shareholders shall not be required to provide any representations, warranties or indemnities for such Transfer, except those relating to title to their respective Shares and their respective legal standing. All the necessary representations, warranties and indemnities in relation to the operations and management of the Company shall be provided by the Founders.
- (iii) In the event the terms and conditions of the proposed Strategic Sale as mentioned in the Strategic Sale Notice are not acceptable to the Exiting Shareholders, they may at their sole discretion reject the same by way of a written notice to the Company and Founders. It is clarified herein that all the Exiting Shareholders shall receive the same price per Share in a Strategic Sale.

The Founders shall hereby acknowledge and agree that in the event the purchaser intends to acquire additional Shares over and above the Shares to the Exiting Shareholders to consummate the Strategic Sale, the Founders shall offer and sell such number of Shares held by the Founders as may be required by the purchaser.

- (iv) The costs and expenses of the Strategic Sale (including stamp duties and all taxes other than taxes on net income of the recipient) shall be borne by the Company.

17.7 **Right of sell during future round of investment / funding:** The Founders shall make efforts to arrange for an exit of the Exiting Shareholders through acquisition of their respective Shares by a third party or where the Company decides to raise subsequent rounds of funding, the Exiting Shareholders at their sole discretion, may decide to sell their Shares to such third party at a mutually agreed price, subject to the existing Tag Along Rights.

17.8 **Buy Back**

17.8.1. If after a period of the Exit Date, the Founders have not been able to provide an exit for the Exiting Shareholders in the manner specified in Clause 17.1 to Clause 17.7 above, the Exiting Shareholders, through a written notice ("**Buy Back Notice**"), may offer the Shares held by the Exiting Shareholders to the Company or the Founders or the Existing Shareholders other than the Exiting Shareholders to provide them an exit by buying back such Shares at: (i) a Fair Value; or (ii) a price equivalent to the subscription price per Investor Share, whichever is higher ("**Buy Back Price**").

17.8.2. The Buy Back Notice issued by the Exiting Shareholders shall prescribe the number of Shares then held by the relevant Exiting Shareholders and the number of shares which needs to be bought back by the Company ("**Buy Back Shares**"). Upon the receipt of the Buy Back Notice, the Company shall, and the Founders shall take best efforts to ensure that the Company takes all reasonable steps as may be necessary to ensure that the Exiting Shareholders are able to effectively exercise the rights contained herein, including conversion of the Buy Back Shares into Equity Shares. Such steps may include (i) obtaining statutory approvals in relation to the Company, if required; (ii) completing the required corporate actions; and, (iii) taking such other measures as the New Investors may reasonably request.

17.8.3. The Company will be bound to communicate their response within 60 (Sixty) days of receipt of the Buy Back Notice and complete such buy back subject to the mutual agreement between the Exiting Investor, Founders, and the Company.

17.8.4. In the event the Company does not have sufficient profits, reserves or retained earnings or is otherwise unable for any reason to buy back all of the Buy Back Shares at the Fair Value in the manner detailed in this Clause 17.8, the Company shall make best efforts to buy back the maximum number of Buy Back Shares from the New Investors, at the Buy-Back Price being allowed under the Applicable Law. Alternatively, the Exiting Shareholders can either (i) avail the buy-back rights for the remaining Buy Back Shares soon upon the Company being allowed under the Applicable Law to undertake such buy-back at the Buy Back Price; or (ii) exercise their rights under Clause 17.9 (*Drag Along Right and Trade Sale*).

- 17.8.5. The Parties agree and acknowledge that the New Investors shall have the right to first exercise its buy-back rights by requiring the Company to purchase the Buy Back Shares at the Buy Back Price, and if a complete exit is not provided to the Exiting Investors, then against the Founders. The Founders shall not offer any Shares held by them in any buy-back offer by the Company until such time as all the Buy Back Shares held by the Exiting Shareholders are bought back by the Company.

Provided that, if the terms of the buyback are not acceptable to any of the Exiting Shareholders, such Exiting Shareholders shall be entitled to elect not to participate in the buyback process under this Clause 17.8. It is however clarified that such New Investors, upon such election, shall continue to be entitled to their remaining rights under Clause 17 in the manner provided therein.

- 17.9 **Drag Along & Trade Sale:** In the event that no exit has been provided to the New Investors by the Exit Date in the manner as specified in 17.1 to Clause 17.8 above and / or the Company has not bought back the Buy Back Shares as offered to them by the New Investors under 17.8. above, the New Investors will have the unilateral right to sell their Shares to any third party (including an Identified Competitor). If after the expiry of 6 (Six) months from the Exit Date, such third party requires additional Shares in the Company, then the New Investors ("**Dragging Shareholder**") shall have the right to drag along and require the Founders and the Existing Shareholders ("**Dragged Shareholders**"), to either: (a) sell all or part of their respective Shares ("**Drag Along Shares**") along with the Shares of the Dragging Shareholder to a third party, including an Identified Competitor ("**New Buyer**"), at the same price being received by the Dragging Shareholder ("**Drag Along Sale**"); or (b) merge or consolidate the Company with any other entity; or (c) sell all or substantially all of the assets of the Company to a third party in order to provide an exit ("**Trade Sale**") as set out below.

- 17.6.1 **Procedure:** The New Investors shall mutually determine the nature and terms of the Trade Sale transaction and process for completion of the same. The New Investors shall be entitled to participate in the Trade Sale in preference to all the Shareholders. All Dragged Shareholders shall be bound to participate in such Trade Sale and shall take all necessary and desirable actions for consummation of the Trade Sale, including appointing the New Investors or any other Person indicated by the New Investors, as their attorney-in-fact. If the Trade Sale is a sale of the business of the Company, following such Trade Sale, the Company shall distribute the available surplus, subject to the liquidation preference available in respect to the New Investors as contained in Clause 18 below, after meeting all outstanding statutory liabilities as per Applicable Law. It is however made clear that the price and terms of the Drag Along Shares will be the same as that for the Investors Shares and the Drag Along Sale shall be subject to the provisions of liquidation preference as contained in this Agreement.

- 17.6.2 **Co-operation.** The Company and the Dragged Shareholders shall take all necessary and desirable actions in connection with the consummation of the Drag Along Sale, including (i) timely execution and delivery of such agreements and instruments as required by the Dragging Shareholder and the New Buyer, (ii) performance of other actions reasonably required by the Dragging Shareholder and the New Buyer, (iii) providing information as may be requested by the Dragging Shareholder and / or the New Buyer and (iv) providing such representations, warranties and indemnities as may reasonably be required by the Dragging Shareholder and the New Buyer.

- 17.10 Notwithstanding any of the above, in case the Founders are able to provide a partial exit opportunity, then the New Investors will have the first right to participate, in proportion to their shareholding in the Company (on a Fully Diluted basis).

18. LIQUIDATION PREFERENCE

- 18.1 On occurrence of a Liquidation Event, the total proceeds from the Liquidation Event (less any amounts required by law to be paid or set aside for the payment of creditors of the Company, if applicable, only in the case of liquidation, dissolution or winding down), the New Investors are entitled to a liquidation preference on a *pari passu* basis and shall have a preference over any the Existing Shareholders, the Founders and any other shareholders of the Company. The New Investors shall be entitled to receive, prior to and in preference to any distribution of the proceeds of the Liquidation Event (in any manner including through declaration and payment of dividend) to any other Shareholders such amount ("**Liquidation Preference Amount**") that shall be higher of the following:

(i) an amount equal to 100% (One Hundred Percent) of the amounts invested by the New Investors from time to time towards subscription of the Securities held by it, plus any accrued or declared but unpaid dividends on the Securities held by it;

(ii) such amount of the distributable proceeds calculated on a pro rata basis, based on its shareholding in the Company on a Fully Diluted Basis, plus any accrued or declared but unpaid dividends on the Securities held by them.

- 18.2 Thereafter, the remaining Distributable Proceeds (after deduction of the Liquidity Preference Amount) shall be distributed *pro rata* among the remaining Shareholders, based on each Shareholder's *inter se* shareholding in the Company on a Fully Diluted Basis.

- 18.3 In case the amount from the Liquidation Event is lower than the Liquidation Preference Amount as mentioned above, the entire liquidation proceeds shall be distributed between the New Investors, in proportion to the amount invested by them in the Company.

- 18.4 The liquidation preference shall be due upon a liquidation event. A "Liquidation Event" shall mean liquidation, dissolution or winding up of the Company, a merger, acquisition, change of Control, consolidation, or other transactions or series of transactions in which the Company's Shareholders prior to such transaction or transactions will not retain a majority of the voting power of the surviving entity, or a sale, lease, license or other transfer of all or a substantial amount of the Company's assets (including sale pursuant to exercise of Drag Along Right).

- 18.5 In the event the any Founder resigns / leaves the Company, as the case may be, before giving exit to Investors, then the New Investors can *suo moto* accelerate their exit right as provided in Clause 17 (including exercise of drag along rights by exercising the drag rights against the resigning Founder and/or his legal heirs and/or its Affiliates (in case of Founder 3, as applicable), of this Agreement and shall be entitled to receive the Liquidation Preference Amount in accordance with Clause 18.1 of this Agreement.

19. PARTIES BOUND AND OTHER AGREEMENTS

- 19.1 The Shareholders shall exercise their powers in relation to the Company to procure that the Company fully and promptly observes, performs and complies with its obligations under this Agreement, the Articles and any contract of service or contract for services, which it may have with any of the Shareholders from time to time.
- 19.2 Each Shareholder undertakes with each of the other Parties hereto that whilst he remains a party to this Agreement he will not (except as expressly provided for in this Agreement) agree to exercise any of the voting rights in respect of any of the shares in the Company held by him in accordance with the directions, or subject to the consent of, any other person (including another Shareholder) in any manner inconsistent with the terms hereof.
- 19.3 The Company undertakes with each of the other Parties to be bound by and comply with the terms and conditions of this Agreement insofar as the same relate to the Company and to act in all respects as contemplated by this Agreement.
- 19.4 The Parties agree that notwithstanding anything contained in this Agreement, in the event Mr. Jaimin Gupta and/or Mr. Virender Sehwal is in breach of the Director Agreement executed with the Company, such breach shall be deemed to be a breach of this Agreement.
- 19.5 The New Investors and their respective Affiliates invest in numerous companies, some of which may compete with the Company. The Company and the Founders confirm that they will not have any objection to the New Investors or any of their respective Affiliates investing in the equity, entering into a joint venture, or collaborating with any company/entity in the same or allied field (as the Business) in India or elsewhere, subject to compliance by the New Investors of their confidentiality obligations as detailed in Clause 22. Further, neither any of the New Investors nor any of their respective Affiliates shall be liable for any claim arising out of, or based upon any action taken by any of their officers or representatives in assisting any such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company.
- 19.6 The Company and Founders shall, take all reasonable steps to cause the Company to:
- (i) act in compliance with Applicable Law;
 - (ii) not be in breach of any of its obligations under any of the applicable licences, registrations, permits and orders from Governmental Authorities;
 - (iii) comply with all obligations under agreements and contracts to which the Company is a party and to which its Assets, operations are subject;
 - (iv) maintain adequate property and business insurance;
 - (v) preserve, protect, and maintain its corporate existence; its rights, franchises, and privileges and all properties necessary or useful to the proper conduct of its Business;
 - (vi) not enter into or be a party to any transactions with any Related Party except on an arms' length basis and in compliance with the provisions of Act; and

- (vii) not license, assign, convey, Encumber or otherwise make available to any third party, its IPR except in accordance with this Agreement.

20. NON-SOLICIT AND NON-COMPETE

20.1 **Role of the Founders:** The Founders shall undertake that during their association with the Company:

- (i) Founder 2 during working hours, devote his professional time and attention to his duties under this Agreement and his Director Agreement;
- (ii) The Founders shall comply with all reasonable requests, and regulations made by the Board (or by anyone authorized by the Board) and shall give to the Board such explanations, information and assistance as the Board may reasonably require;
- (iii) Founders shall ensure that all opportunities for new projects and businesses relating to the Business that are developed or sourced by, or offered to the Founders, shall be referred exclusively to the Company;
- (iv) The Founders shall not be involved or concerned in any Competing Business, unless such Founder has received a prior written approval from the New Investors, which approval shall not be unreasonably withheld; and
- (v) ensure that the Key Employees use their best efforts to develop the business of the Company and interests of the Company and devote their whole time and attention to the business of the Company.

20.2 Till such time as the TIA Investors cease to be shareholders of the Company, the Founders shall not, directly or indirectly through third parties (or any of their Affiliates), except on behalf of the Company:

- (i) set up, solicit business on behalf of, render any services to, engage in, guarantee any obligations of, extend credit to, or have any ownership interests or other affiliation in, any business or other endeavour, (whether directly or indirectly), which is engaged in the business of a similar nature as the Business or competitive with the Company;
- (ii) hold directly or indirectly securities, assume management, directorship, or lead responsibility in any company engaged in the business of a similar nature as the Business or competitive with the Company without obtaining the prior written approval of the TIA Investors;
- (iii) solicit, render services to or for, or accept from, anyone who is a client, customer, or a supplier of the Company (whether present or future), any Business of the type performed by the Company, or persuade or attempt in any manner to persuade any client, customer, or supplier of the Company to cease to do business or to reduce the amount of business which any such client, customer, or supplier has customarily done or is reasonably expected to do with the Company, whether or not the relationship between the Company and such client, customer, or supplier as the case may be, was originally established, in whole or in part, through the Founder's efforts;
- (iv) interfere or seek to interfere or take such steps as may interfere with the continuance of the business between the Company or by any subsidiary (or the

terms relating to such distribution) with the distributors of the Company or any subsidiary; and

- (v) employ as an employee or retain as a consultant any Person (including individual, firm, corporation or other form of entity) who is then or at any time during the 1 (one) year period prior to the date of the purported solicitation was, an employee of or exclusive consultant to the Company, or persuade or attempt to persuade any employee of, or exclusive consultant to, the Company, to leave the employment of the Company or to become employed as an employee or retained as a consultant by any other Person.

20.3 The Parties acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and goodwill of the Company. However, if the restrictions under Clause 20.1 are found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in Clause 20.1 valid and effective. Each of the restraints and agreements contained in this Clause 20 (collectively, the “**Protective Covenants**”) are separate, distinct, and severable. Notwithstanding the limitation of this provision by any Applicable Law for the time being in force, the Founders undertake to at all times observe and be bound by the spirit of Clause 20.1. Provided however, upon revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which the restrictions contained in Clause 20.1 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.

20.4 The existence of any claim, demand, action or cause of action of the Founders against any party or the Company, whether predicated in this Agreement or otherwise, shall not constitute a defence against the enforcement by the New Investor of each Protective Covenant specified in this Clause.

20.5 The Founders hereby undertake and agree to cause all the Key Employees to enter into employment contracts containing standard stipulations/ restrictions similar to the Protective Covenants hereunder.

20.6 Subject to Applicable Law, the duration of the Protective Covenants shall be extended during any period in which the Founder(s) are in violation of any of such Protective Covenants, and all such restrictions shall automatically be extended by the period of the Founders’ violation of any such restrictions. The Founders expressly waive any right to assert inadequacy of consideration as a defence to enforcement of the covenants set forth in this Clause 20.

21. **CONFIDENTIALITY**

21.1 All Confidential Information disclosed by any Party (or its Affiliates, directors, officers, employees, advisors or representatives) shall be kept strictly confidential and shall not be disclosed to any Person except to the extent that such disclosure is necessary in connection with the performance of this Agreement.

- 21.2 Each of the Parties further agree that they shall not use, nor permit their respective Affiliates to use, any Confidential Information for any purpose whatsoever except in the manner expressly provided or contemplated in this Agreement. Each Party shall take adequate security and precautionary measures to effect compliance with this Clause by their respective directors, officers, employees, advisors, agents and Affiliates who are given access to any such Confidential Information.
- 21.3 The Parties agree that they shall not use, nor reproduce for use in any way, any Confidential Information of the other Party except in furtherance of the relationship and purpose set forth herein. The Parties agree to protect the Confidential Information in the same manner as they protect their own proprietary and confidential information of similar importance but at all times using at least a reasonable degree of care.
- 21.4 The receiving Party agrees that all Confidential Information of the disclosing Party shall remain the property of the disclosing Party, and that the disclosing Party may use such Confidential Information for any purpose without any obligation to the receiving Party. Nothing contained herein shall be construed as granting or implying any Transfer of rights (including license rights) to the receiving Party in such Confidential Information, or any patents or other intellectual property protecting or relating to such Confidential Information. The receiving Party shall immediately notify the disclosing Party of any known or suspected breaches of this Agreement and shall give the disclosing Party full co-operation in any search or scrutiny.
- 21.5 The New Investors shall have the right to prepare an information memorandum (without requiring the consent of the Founders or the Company) and disclose the same to third parties for purposes of selling any Securities held by the New Investors to prospective purchasers in each case only where such Persons or entities are under appropriate non-disclosure obligations
- 21.6 **Exceptions:** The receiving Party may disclose Confidential Information:
- (a) to the extent to which it is required to be disclosed pursuant to the Applicable Law to a Governmental Authority, or pursuant to any legal requirement of any country which has jurisdiction over the receiving Party, provided that prior to making such disclosures, a copy of the same shall be given to the disclosing Party;
 - (b) to the extent to which it is specifically permitted by the disclosing Party in writing;
 - (c) to the extent that the Confidential Information is publicly available and not by way of a breach of an obligation to keep such information confidential;
 - (d) to its representatives, but only to the extent necessary and subject to such Affiliates, employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause 21.6;
 - (e) acquired independently by a Party from a third party source not obligated to the Party disclosing Confidential Information to keep such information confidential;
 - (f) already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Person disclosing such Confidential Information;

- (g) disclosure of information in relation to the Company including the Company's name as a portfolio company, with its logo and brief description of Business, on the New Investor (or any of Affiliates) websites and marketing materials; and
- (h) in connection with the performance of obligations or the exercise of rights (including remedies) under this Agreement.

21.7 The form, content and timing of any press release or disclosure of any of the TIA Investor's investment into the Company and affairs of the Company whether by the TIA Investor, the Company or the Founders shall be made only after the Effective Date in a form acceptable to such TIA Investor.

22. ESOP

22.1 The Company shall put in place and implement an ESOP consistent with Applicable Laws, including the grant of stock options. The ESOP would be developed and approved and implemented by the Board, and will be subject to the affirmative vote right as provided for in Clause 10.1.

22.2 On the Effective Date of this Agreement the Company shall reserve out of the un-issued share capital of the Company an ESOP pool amounting to 10% (Ten percent) of the Share Capital of the Company as on Completion Date.

22.3 The Founders agrees that the ESOP implemented as per Clause 22 will in no possible way change the shareholding of the New Investors in the Company i.e., there will be no dilution of the New Investors shareholding from their stake in the Company as on the date of creation of ESOP. The valuation of ESOP shall be decided on suitable benchmarks by the Board of the Company.

23. INDEMNIFICATION

23.1. The Company and the Founders, jointly and severally, (each an "**Indemnifying Party**") hereby indemnify and keep indemnified, defend and hold harmless the New Investors and/or their respective principals, officers, employees, representatives, including TIA Nominee Director (collectively "**Indemnified Parties**" and each, an "**Indemnified Party**") from and against any and all claims, costs, interests, penalties, losses, liabilities, deficiencies, expenses (including fees and disbursements of attorneys and accountants and third party claims made against the Company and any legal and enforcement costs and expenses incurred by the Indemnified Parties) (collectively "**Losses**") arising out of ("**Indemnifiable Events**"):

- (i) breach or inaccuracy or misrepresentation of any Company Representations, except as disclosed in this Agreement and the Disclosure Letter;
- (ii) breach or non-performance by the Company and the Founders of any of their representations, warranties, covenants, undertakings or obligations under any of the Transaction Documents;
- (iii) breach or non-performance by the Company and the Founders of their obligations under any Applicable Law;

- (iv) any matter, event or issue pertaining to the period prior to the Completion Date;
- (v) any fraud pertaining to the period prior to the Completion Date, and any fraud committed by the Company and Founders during the period following the Completion Date;
- (vi) any incorrect statement in any opinion or certification provided to the New Investors pursuant to the Transaction Documents pertaining to the investment by the New Investors;
- (vii) any Person alleging infringement of any Intellectual Property Rights or any other proprietary rights by the Company or the Founders by virtue of ownership, license, permission or otherwise, pertaining to the period prior to the Completion Date or thereafter;
- (viii) any notices, complaints, litigations, suits, actions or proceedings filed or initiated against the Company, or against the New Investors on account of its shareholding in the Company.
- (ix) commits any Material Breach of their obligations under this Agreement and fails to remedy such breach and not cured as provided under Clause 25;

Provided however, in the event a Loss is suffered by the Company arising out of an Indemnifiable Event, the New Investors shall the first proceed against the Company and if the Claim remains then to be indemnified by the Founders for such Losses suffered by the New Investors as a result of an Indemnifiable Event to the extent of the Shareholding of the Founders in the Company. In the event that the New Investors make the Claim, the New Investors shall make a claim as provided above to the extent of the Investment Amount, requiring that the New Investors be indemnified for the Losses suffered by it as a result of the Indemnifiable Event.

- 23.2. Gross Up: Any indemnification payment under Clause 23.1 shall be made without any deductions or withholding of any kind. In case any withholding or deduction is required (including any withholding Taxes under Applicable Law), the payment amount shall be grossed up such that the indemnification claim is realized in full.
- 23.3. Indemnity by Company: As the New Investors will be Shareholders in the Company, and therefore the Company will be partly owned by the New Investors, the liability of the Company in relation to indemnification under Clause 23.1 shall be grossed up by an amount ("**Increased Loss**") such that the share of New Investors in the payment of the Increased Loss will be equal to the Loss. The Increased Loss will be calculated such that the Increased Loss multiplied by the percentage of shareholding of all Shareholders other than the relevant Indemnified Party shall be equal to the Loss. For example, if the percentage of shares held by New Investor on a Fully Diluted Basis is 10% (Ten per cent) of the share capital of the Company and the Loss is for INR 100 (Rupees One Hundred), the Increased Loss claimed by New Investor from the Company shall be INR 111.11 (Rupees One Hundred and Eleven and Paise Eleven). The Parties also acknowledge that any Loss suffered by the Company or any diminution of value of the Company as a result of any indemnification claim pursuant to Clause 23.1 shall be deemed to be a Loss suffered by the New Investor as per its pro rata shareholding on a Fully Diluted Basis at the time of the Loss. The Founders shall

not be entitled to make a claim against the Company in respect of any claim for indemnification under this Agreement.

24. THE ARTICLES OF ASSOCIATION

Subject to the provisions of the Act, if, during the continuance of this Agreement, there shall be any conflict between the provisions of this Agreement and the provisions of the Articles of Association then, during such period, the provisions of this Agreement shall prevail (as between the Shareholders) over the Articles of Association and, in the event of such conflict, the Shareholders shall procure at the request of any of the Shareholders such modification to the Articles of Association as shall be necessary to cure such conflict.

25. BREACH

25.1 In the event of occurrence of Material Breach, the New Investors shall give the Company and the Founders a written notice of such a breach. If the Company and/or the Founders are unable to cure the breach within a period of 30 (thirty) Business Days' from the date of notice of breach, without prejudice to any other rights that the New Investors may have under this Agreement or under Applicable Laws or in equity, the New Investors shall be entitled to buy the Founders' shareholding in the Company, where Released Securities will be purchased at a discounted rate of 50% (fifty percent) of the Pre-Money Valuation of the Securities in this round and Restricted Securities will be purchased at par value.

25.2 Notwithstanding anything to the contrary contained herein, upon occurrence of a Material Breach, the New Investors shall be entitled to accelerate and forthwith exercise the rights mentioned under Clause 17 (*Exit Rights*) including without limitation to exercise their drag along rights as set out in Clause 17.9.

25.3 Without prejudice to the above, the New Investors shall have also have the right to seek all other remedies under this Agreement and Applicable Laws including the right to seek specific performance and in the event that such specific performance is not enforceable or available under any provision of law, seek damages on account of the breach committed by the Founders.

26. INJUNCTIVE RELIEF

The Shareholders and the Company agree that in the event that any Party breaches or threatens to breach any of the understandings or agreements set forth herein, then any Party shall be entitled to seek a temporary or permanent injunction, or other equitable relief, in order to prevent such harm or its continuation from a competent Court in New Delhi, subject to the provisions of the arbitration clause contained in Clause 28.

27. NOTICES

Unless otherwise provided herein, all notices or other communications to be given shall be made in writing, and by letter (hand delivered), or email (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; or, in the case of email, when the same is issued to the appropriate email address of the recipient. Any notice provided for in this Agreement shall be in writing and shall be first transmitted by email transmission, and then confirmed by

postage, prepaid registered post with acknowledgement due at the respective addresses set out below:

In the case of the Company:
Address : X-12, Basement, Hauz Khas Enclave,
New Delhi, 110016
Attention : Mr.Jaimin Gupta
Email : viruretail@gmail.com

In the case of Founder 1:
Address : Barcelona House, Opp Shell Petrol Pump,
Prahladnagar, Ahmedabad – 380015
Attention : Mr.Jaimin Gupta
Email : jaimin@vsshop.in

In the case
of Founder 2:

Address : Barcelona House, Opp Shell Petrol
Pump, Prahladnagar, Ahmedabad –
380015
Email : jaimin@vsshop.in

In the case of Founder 3:
Address : office X-12, Basement, Hauz Khas
Enclave, New Delhi, 110016
Attention : Mr. Virender Sehwaag
Email : sehwaag12@gmail.com

In the case of New Investors: *Please refer to details in Part A of Schedule 1 hereto;*

In the case of Existing Shareholders: *Please refer to details in Part B of Schedule 1 hereto;*

28. **GOVERNING LAW & DISPUTE RESOLUTION**

- 28.1 This Agreement and its performance shall be governed by and construed in all respects, in accordance with the laws of India.
- 28.2 Jurisdiction of courts: Subject to the provisions of Clause 28.4 below, the courts of New Delhi shall have exclusive jurisdiction over any matters that are ancillary to the maintenance, prosecution, and support of the arbitration proceedings mandated hereby, and the Parties hereby submit to the jurisdiction of the said courts for such matters.
- 28.3 Negotiations: Notwithstanding anything contained in this Agreement to the contrary, the Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement by way of each appointing one nominee

/ representative who shall discuss in good faith to resolve the difference (“**Negotiation**”). In case the Negotiation does not settle the dispute within 30 (Thirty) Business Days, it shall be referred to arbitration in accordance with Clause 28.4 below.

28.4 Arbitration:

28.4.1 All disputes that have not been satisfactorily resolved under Clause 28.3 above shall be referred to arbitration before a sole arbitrator to be jointly appointed by the Parties. In the event the Parties are unable to agree on a sole arbitrator within 15 (Fifteen) Business Days following the 30 (Thirty) Business Days period specified in Clause 28.3 above, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

28.4.2 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, which rules are deemed to be incorporated in this Agreement by reference in this Clause 28.

28.4.3 The seat of arbitration and the venue for conducting/holding of the arbitration proceedings shall be Bangalore. The arbitration proceedings shall be conducted in the English language. The decision of the arbitrator shall be final and binding upon the Parties.

28.4.4 When any dispute is referred to arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

28.5 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.

29. **GENERAL**

29.1 The Parties hereby agree that Investors shall only be financial investors and shall not be a promoter or members of the promoter group. The Company shall not under any circumstances declare, publish or disclose any of the New Investors in any document related to a public offering, accounts or any public disclosures as “Promoter” or part of the “promoter group” of the Company. Accordingly, New Investors shall not be required to subject their investment for any lock in period as promoter or members of the promoter group under Applicable Laws.

29.2 This Agreement supersedes any previous agreement or understanding between the Parties in relation to the matters dealt with in this Agreement, represents (together with the documents referred to in this Agreement) the entire agreement between the Parties hereto in relation to such matters and may not be varied except by a written instrument signed by all the Parties.

29.3 The failure by any of the Parties at any time to require performance by any of the other Parties or to claim a breach of any term of this Agreement shall not be deemed to be a waiver of any right under this Agreement and no waiver of any provision hereof shall be effective unless made in writing by the Person or Persons granting the waiver.

- 29.4 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.
- 29.5 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties and none of them shall have any authority to bind the others in any way.
- 29.6 Subject to Applicable Laws, no formal or informal public announcement or press release which makes reference to the New Investors and/or the terms and conditions of this Agreement or any of the matters referred to herein, shall be made or issued by any Party without the prior written approval of the Founders and the New Investors, as the case may be.
- 29.7 **Assignment:** This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, successors and assigns, except that no Party may assign any rights under this Agreement, and no party may delegate any performance of its obligations under this Agreement except that the New Investor may at any time delegate the performance of its rights and obligations under this Agreement to any Affiliate of the New Investor.
- 29.8 **Other Investments in future by the New Investors / their Affiliates.** The Founders and the Company agree that he / it shall, at all times and for so long as the New Investors are Shareholders in the Company, subject to the terms of this Agreement, have no objection to an Investor and / or any of their affiliated funds investing in any manner at any time, now or in the future, in any other entity or venture in India, or elsewhere, in the same field of business activity, whether present or future. The Company and the Founders, jointly and severally, expressly declare that any such other future investment by a New Investor and / or any of their respective affiliated funds shall not be deemed or treated by them as being in conflict with (a) the provisions of this Agreement, (b) the investment being made by such New Investor under or pursuant to the provisions hereof, and / or (c) the position of the Company and the Founders hereunder. Consequently, neither the New Investors nor any of their affiliated funds shall be liable, under any circumstance, for any claim arising out of, or based upon any action taken by any of its officers or representatives in assisting any such company engaged in a competing business with the Company or otherwise, irrespective of whether such action has a detrimental effect on the Company or not.
- 29.9 **More Favourable Rights-** Notwithstanding anything contained in this Agreement, the Founders and the Company undertake that all the rights granted to TIA Investors under the current round of investment shall continue to be made available to them in the future rounds of investment as mutually agreed between the Founders, TIA Investors and the incoming investor.
- 29.10 The Founders and the Company further undertake that the Company shall not issue Shares or enter into any agreement with any Person offering terms which are more favourable than those granted to the TIA Investors. In the event TIA Investor permits any such issuance or entering into of any such agreement, on terms more favourable than those provided to the TIA Investors, then all such better terms shall immediately and without any further act become applicable to the TIA Investors who shall be entitled to enjoy such additional rights, hereunder.

30. Termination and Survival

30.1 This Agreement and all the rights and obligations of the Parties under this Agreement shall terminate upon the occurrence of the following:

- (i) **Termination by Mutual Consent.** The Agreement shall continue in full force and effect until terminated in writing by the Parties by mutual consent.
- (ii) **Automatic Termination.** Subject to the provisions of Clause 31.2 (*Survival*), all the rights and obligations of any Shareholder under this Agreement shall automatically terminate upon such Person ceasing to be a Shareholder in accordance with the terms of this Agreement, provided any provisions hereof which are explicitly stated to survive such termination shall continue to survive in respect of such Person.
- (iii) **Termination on Public Offer.** This Agreement and all the rights and obligations of the Parties under this Agreement shall terminate at the time of filing any draft red herring prospectus of the Company in relation to a public offer.

30.2 **Survival.** The provisions of Clause 1 (*Definitions and Interpretation*), Clause 2 (*Representation and Warranties*), Clause 20 (*Non-Solicit and Non-Compete*), Clause 21 (*Confidentiality*) and Clause 23 (*Indemnification*), shall survive the termination of this Agreement subject to Applicable Law.

31. COSTS & EXPENSES

The Company and the Founders acknowledge, agree, confirm and undertake to forthwith pay Investment Facilitation Fee to TIA Network in accordance with the terms of this Agreement. All the costs and expenses in relation to financial or legal due diligence and applicable stamp duty on this Agreement as well as all the costs and expenses in relation to the drafting and execution of this Agreement (including the fees of the legal consultants and advisers) shall be borne by the Company. Additionally, the Company shall bear the costs of quarterly audit by the auditor duly appointed by the TIA Investors post investment by TIA Investors in the Company.

32. COUNTERPARTS

This Agreement has been signed in counterparts as necessary, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in 'portable document format' or email transmission of a signature page executed by DocuSign by any Party or any other format shall be sufficient to bind the parties to the terms and conditions of this Agreement and exchange of originals is not mandatory for the effectiveness of this Agreement.

[Signature pages to follow]

SCHEDULE 1

PART A

DETAILS OF TIA INVESTORS SUBSCRIBING TO SUBSCRIPTION SHARES

Sr. No.	Name of TIA Investor	Address & Email Id	Number of Subscription Shares to be Allotted
1.	Ramesh K Mirakhur	Address: T13/904 Blueridge Township, Hinjewadi Phase I, Pune, Maharashtra, India. Email id: ramesh.mirakhur.us@gmail.com	40
2.	Ashish Sharma	Address: 1424B The Magnolias, DLF Golf Links, DLF5, Gurgaon, Haryana, India. Email id: ashish.sharma1600@gmail.com	50
3.	Pulkit Gupta	Address: Ideal concepts pvt Ltd, no.9, community Centre, East of Kailash, New Delhi-110065 Email id: pulkit.gupta@idealconcepts.co.in	25
4.	Shankar Narayan Ram	Address: 11241 Wallingsford Rd, Los Alamitos, CA 90720, USA Email id: sram53@gmail.com	37
5.	Vatsal Ghiya	Address: 2020 Fairway Vista Drive,Louisville, KY, USA Email id: vatsalghiya@gmail.com	100
6.	Chetan Parikh	Address: 18420 Bridgemore Ln, Bridgemore Estates, Louisville, Kentucky, USA. Email id: chetanparikh@gmail.com	100
7.	Sanjay Babur	Address: Villa P19, Camino 3, Ponderosa, The Villa, PO Box 33913, Dubai, United Arab Emirates.	25

		Email id: sanjaybabur@gmail.com	
8.	Girish Kamath	Address: Villa 29, Prestige Silver Oak, ECC Road, Whitefield, Bangalore 560066, Karnataka, India. Email id: girishkamath@gmail.com	25
9.	Ashish Agarwal	Address: Jaikara, #265, 7th Cross, 28th Main, Sector 1, HSR Layout, Bangalore, Karnataka. Email id: ashishagarwal21@gmail.com	15
10.	Sudhir Kulkarni	Address: 3966 Churchill Drive, Pleasanton, California, United States of America. Email id: kulkarni.sudhir@gmail.com	50
11.	Mahavir Sharma	Address: 15 Govind Bari, Brhampuri, Jaipur, Rajasthan, India. Email id: oscarexports@gmail.com	373

PART B

NAME AND ADDRESSES OF EXISTING SHAREHOLDERS

Name of Existing Shareholders	Address
Gulshan Lal Kapoor	Address: 2/3, Jasmine Street, Vatka City, Bohna Road, Gurgaon, Haryana - 122018 Email Id: mohit@kapoormail.com
Manoj Kumar	Address: C-701 Phase 3, Lake Lucerne, Lake Homes, off A S Marg, Mumbai - 400076 Email Id: manojjikumarr@gmail.com
Amritanshu Gupta	Address: L-2/ 206, Ashiana Aangan, Alwar Bypass Road, Bhiwadi, Rajasthan - 301019 Email Id: amritanshoe@gmail.com

SCHEDULE 2

INVESTMENT TO BE MADE ON COMPLETION DATE BY TIA INVESTORS

Name of TIA Investor	Investment Amount (INR)	Subscription Shares
Ramesh K Mirakhur	8,03,571	40
Ashish Sharma	10,04,464	50
Pulkit Gupta	5,02,232	25
Shankar Narayan Ram	7,43,304	37
Vatsal Ghiya	20,08,929	100
Chetan Parikh	20,08,929	100
Sanjay Babur	5,02,232	25
Girish Kamath	5,02,232	25
Ashish Agarwal	3,01,339	15
Sudhir Kulkarni	10,04,464	50
Mahavir Sharma	74,93,304	373
Total	1,68,75,000	840

SCHEDULE 3

TERMS AND CONDITIONS OF SUBSCRIPTION SHARES

1. Dividend. Subject to Applicable Law, the holders of Subscription Shares shall be entitled, to receive a cumulative dividend rate of 0.001% (zero-point zero zero one percent) on face value per annum and in priority to holders of all other Shares. In addition, the Subscription Shares shall be entitled to the entire dividend as declared on an as if converted basis.
2. Voting Rights. The holders of Subscription Shares shall be entitled to voting rights proportionate to the equity shareholding in the Company, on a Fully Diluted Basis, and the Founders shall do all such acts and deeds as may be necessary to give effect to the said provision.
3. Ranking. The Subscription Shares shall rank senior to all other instruments (other than the other Preference Shares) that are outstanding and/or which may be issued by the Company from time to time in all respects including but not limited to voting rights, dividends, bonus, stock splits and liquidation.
4. Each Subscription Share shall automatically be converted on the 20th anniversary from the date of issuance of such Subscription Shares or at the time of a Qualified IPO, or at the discretion of the holders of Subscription Shares into such number of fully paid Equity Shares as is determined pursuant to this Schedule.
5. The number of equity shares issuable pursuant to the conversion of any Subscription Shares shall be that number obtained by multiplying the number of Subscription Shares by the Subscription Conversion Ratio which currently is 1 (One) (the “**Subscription Conversion Ratio**”) and subject to the adjustment set forth in Paragraph 6 below at the time in effect for such Subscription Shares.
6. No fractional shares shall be issued upon conversion of the Subscription Shares, and the number of equity shares to be issued shall be rounded to the nearest whole share (provided that such rounding shall take place only after considering all of the Subscription Shares then being converted by the holders of Subscription Shares).
7. The Subscription Conversion Ratio shall be subject to an adjustment on the happening of a proportionate anti-dilution protection as specified in Clause 11 of the Agreement for issue of new Shares by the Company at a price below relevant subscription price, rights issue, stock splits, stock dividends etc. (hereinafter referred to as the “**Subscription Adjustment**”).
8. The Subscription Adjustments envisaged under Paragraph 7 shall not be applicable in the case of issue of Shares under ESOPs.
9. Upon the occurrence of the Subscription Adjustment of the Subscription Conversion Ratio, the Company, at its expense, shall promptly compute such Subscription Adjustment in accordance with the terms hereof and prepare and furnish to the relevant holders of Subscription Shares a certificate setting forth the details of the Subscription Adjustment. If the New Investors do not agree with the computation of the Subscription Adjustment, the Parties shall resolve the same in accordance with the dispute resolution clause of the Agreement.

10. The Company shall at all times reserve and keep available out of its authorized but unissued share capital, solely for the purpose of effecting the conversion of the Subscription Shares, such number of its Equity Shares as shall from time to time be sufficient to effect the conversion of all issued and outstanding Subscription Shares; and if at any time the number of authorized but unissued equity shares shall not be sufficient to effect the conversion of all then outstanding Subscription Shares, in addition to such other remedies as shall be available to the New Investors, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued equity share capital to such number of Shares as shall be sufficient for such purposes.
11. The Company and the Founders shall at all times in good faith assist in the carrying out of all the provisions of this Schedule and in taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Subscription Shares.
12. Before the holders are able to convert the Subscription Shares into Equity Shares pursuant to this Schedule, they shall, if held in physical form, surrender the certificate or certificates therefor (if issued), duly endorsed, at the office of the Company or, if held in dematerialized form, transfer such Subscription Shares from its depository to the depository of the Company, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and whether or not such Equity Shares are to be issued in physical form (or dematerialized form provided all the other Equity Shares of the Company are also held in the dematerialized form.) If the Equity Shares are to be issued in dematerialized form, the holder shall also provide standard information required to allow the Company to issue such shares in dematerialized form. Any conversion (in the case of a conversion at such holder's option) shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate representing the Subscription Shares to be converted, and the Person or Persons entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Equity Shares as of such date.
13. The Company shall, as soon as practicable after conversion of Subscription Shares shall issue and deliver to the relevant holders of Subscription Shares either (a) a duly stamped certificate or certificates for the number of Equity Shares to such holders entitled as aforesaid or (b) in the event that the relevant holders have so requested in the above-referenced notice or otherwise in writing to the Company and has provided all required information to the Company, evidence that such Equity Shares have been deposited in the dematerialized account of the relevant holders.
14. If applicable, the Company will pay any and all stamp duty or similar costs and expenses that may be payable in respect of any issue or delivery of Equity Shares to the holders of Subscription Shares on conversion of any of the Subscription Shares.
15. Liquidation Preference. The holders of Subscription Shares shall be entitled to such Liquidation Preference Amount as set forth in Clause 18 of this Agreement.

SCHEDULE 4

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

Name of Shareholders	Equity Shares	% holding
Founders		
Stitched Textiles Limited	3,400	30.4%
World of Viru Private Limited	5,000	44.6%
Jaimin Gupta	100	0.9%
Existing Shareholders		
Gulshan Lal Kapoor	900	8.0%
Manoj Kumar	500	4.5%
Amritanshu Gupta	100	0.9%
ESOP Pool	1,200	10.7%
Total	11,200	100.00%

SHAREHOLDING PATTERN AS ON COMPLETION DATE

Name of Shareholders	Equity Shares	% holding
Founders		
Stitched Textiles Limited	3,400	28.20%
Jaimin Gupta	100	0.8%
World of Viru Private Limited	5,000	41.5%
Existing Shareholders		
Gulshan Lal Kapoor	900	7.5%
Manoj Kumar	500	4.2%
Amritanshu Gupta	100	0.8%
TIA Investors		
Ramesh K Mirakhur	40	0.3%
Ashish Sharma	50	0.4%
Pulkit Gupta	25	0.2%
Shankar Narayan Ram	37	0.3%

Vatsal Ghiya	100	0.8%
Chetan Parikh	100	0.8%
Sanjay Babur	25	0.2%
Girish Kamath	25	0.2%
Ashish Agarwal	15	0.1%
Sudhir Kulkarni	50	0.4%
Mahavir Sharma	373	3.1%
ESOP Pool	1200	10.0%
Total	12,040	100.00%

SCHEDULE 5

REPRESENTATIONS & WARRANTIES BY COMPANY AND FOUNDERS

- a) That the Company is a body corporates legally constituted and validly existing under the laws of India and operating in lawful business as per Applicable Law;
- b) That the Founders have full authority to execute this Agreement, and perform their obligations under this Agreement. Except as provided in this Agreement, the execution and performance of this Agreement by the Founders and completion of the transaction envisaged in this Agreement, are not currently prohibited or limited by and will not in future, result in breach of or a default under, provision of any agreements or any instrument binding on the Founders, or the Company or by Applicable Law;
- c) That this Agreement has been validly executed by the Company and each of the Founders, and constitutes a valid agreement binding on the Company and its Founders, enforceable in accordance with the laws of India;
- d) That the Company, prior to the date of the representation, has had all permits, approvals, licenses, registrations, consents and other authorizations required under the Applicable Laws to carry out its Business and to enter into this Agreement and are valid and subsisting till date and the Company assure that the said approvals and other authorizations shall continue to be valid for the term of this Agreement;
- e) The Company and the Founders hereby confirm that there exist no circumstances which will or, to the best of their knowledge, may cause any Material Adverse Effect and that it has no notice of any action or investigation or other proceedings of any nature whatsoever, by any Governmental Authority / statutory regulator or any other Person which would restrain, prohibit or otherwise challenge the transactions under this Agreement or would, in their opinion, be likely to have a Material Adverse Effect;
- f) That the copies of the Memorandum and Articles of the Company delivered to the New Investors are true and complete copies, and the Company and the Subsidiary, if any, have complied with all the provisions of its Memorandum and Articles, and in particular, have not entered into any ultra vires transaction. All legal and procedural requirements concerning the Act and the charter documents have been duly complied with in all respects;
- g) That the New Investor Shares to be issued under this Agreement have been, or will prior to Completion as per clause 5 of this Agreement, be duly authorized by all necessary corporate action and all necessary consents, approvals, orders, authorizations, or registrations required to be obtained by the Company for such issue have been or shall be obtained prior to Completion or will be in full force and effect on or before the Completion, and when paid for and issued in accordance with the terms hereof;
- h) That subject to the permissions, approvals and consents to be procured prior to Completion in relation to the performance of the obligations of the Company

under this Agreement (which are specifically set out as a Condition Precedent), the New Investor Shares shall be validly issued and free of Encumbrances and each of the New Investors shall be entitled (save and except on account of its own acts, deeds and things) as sole legal and beneficial owner to all rights accorded to a holder of such shares in the Company;

- i) That the Company have maintained all the statutory registers and books prescribed under the Act, and the minute books of the Company and the Subsidiary, if any, have been properly and accurately maintained and written up to date in all respects and contains full and accurate records of all resolutions passed by the directors and the shareholders of the Company and the Subsidiary. All such documents are in the possession of the Company and the Subsidiary, as the case may be;
- j) That the Board of Directors of the Company are duly elected and validly appointed as per the provisions of the Act and the charter documents, and none of the directors are disqualified to continue as directors under any provisions of the Act and/or any other statutory legislation, as may be applicable;
- k) That the Company are in compliance with the Applicable Law and their charter documents for validly conducting its board meetings and passing of resolutions (including by circulation), and have duly reflected the proceedings of the meetings in the respective minutes;
- l) That the Company have timely made all statutory filings for the all financial years and filed all returns with respect to taxes required to be filed by it, under all Applicable Laws. All such returns were at the time filed and as of the date hereof complete and correct in all material respects. Further, the Company has not received any notice of any tax disputes or other liabilities of taxes in respect of which a claim has been made or notice has been issued against the Company;
- m) That the Company is not subject to any winding up or placing into receivership or administration order or action;
- n) That the Company has executed employment agreements with all its employees. The Company is not bound by or subject to any contract, commitment or arrangement with any labour union. There is no strike or other labour dispute involving the Company pending or threatened. There is no litigation pending or threatened against any employee of the Company in relation to any employment contract, confidentiality agreement, or non-compete agreement which would materially adversely affect the ability of such employee to be employed by the Company. The Company is not a party to nor bound by any currently effective employment contract (other than contracts that can be terminated on an at-will basis), deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. The Company has paid all statutory contributions when due and payable and no sum is due and outstanding by the Company towards the same. The Company is in compliance with the terms and conditions of all registrations, licenses, permissions and approvals required by the applicable employment laws;

- o) That neither the Company nor the Founders, have been engaged in any professional prosecution, litigation, arbitration proceedings or administrative or governmental investigation or challenge as plaintiff, defendant, accused or in any other capacity (barring personal civil matters), nor have been convicted for any criminal offence whether in India or outside India. Further, neither the Company nor the Founders have received any information or notice regarding any impending litigation, arbitration proceedings, and administrative or governmental investigation (barring personal civil matters);
- p) That the Company own, possess and have the exclusive right to use all IPR, free of Encumbrances and with appropriate legal protection, and each of the agreements, licenses, or other contracts that confer on the Company the rights to use the IPR as aforesaid are valid and in full force, and have not been terminated, revoked, or rescinded in whole or in part. Further, that all IPR relating to all products, tools and services developed, sold or marketed by the Company and/or the Subsidiary, if any, do not, to the best of the knowledge of the Company or the Founders, infringe any third party's intellectual property rights;
- q) That the Founders shall, from the date of completion of the Due Diligence until the Completion cause the Company to carry on their businesses with reasonable diligence, and business prudence and shall not materially alienate, transfer, charge, mortgage, encumber or otherwise deal with any of their assets (including assets owned and used) or any part thereof without the prior consent of the New Investors. Further, the Founders shall, from the date of completion of the Due Diligence till Completion, inform New Investors of any changes in the Business of the Company and/or the Subsidiary of a material nature impacting either the valuation of the Company and/or the Subsidiary or the ownership structure of the Company and/or the Subsidiary, without the prior written consent of the Investor Directors;
- r) That the audited financials of the Company for the year ended March 2021 as provided to the New Investors' representative(s) for Due Diligence are complete and correct and fairly represent the financial position of the Company and the results of operations on the applicable basis for the period covered thereby. Such accounts have been prepared in accordance with generally acceptable accounting principles as applicable to the Company, and consistently applied throughout the periods involved and prior periods and are true and accurate in all respects and accordingly give a true and fair view of the state of affairs, financial position and results of the Company;
- s) That the un-audited management accounts of the Company as provided to the New Investors' representative(s) for Due Diligence are true and accurate as on the Accounts Date and there has been no further material change since the Accounts Date. The accounts are complete and correct and fairly represent the financial position of the Company, on the Accounts Date and the results of operations on the applicable basis for the period covered thereby. Such accounts have been prepared in accordance with generally acceptable accounting principles as applicable to the Company and consistently applied throughout the periods involved and prior periods and are true and accurate in all respects and accordingly give a true and fair view of the state of affairs, financial position and results of the Company, as and up to the Accounts Date;

- t) That the Founders warrant that their ability to discharge their obligations and duties under this Agreement are not, and will not, in any manner, be constrained or diminished by their nominee Directors on the Board of the Company;
- u) The Founders agree that they will ensure that the Company adhere to and abide by the terms of this Agreement;
- v) All information/documents given by the Founders and the Company, their representatives, advisers and accountants to the New Investors, their representatives, advisers and accountants was when given and are, correct, complete and accurate. There are no facts or circumstances which have not been fully and fairly disclosed in writing to New Investors, their representatives, advisers and accountants and if disclosed, might reasonably have been expected to affect the decision of the New Investors to enter into this Agreement;
- w) The Company and the Founders agree, confirm and warrant that the Founders and Existing Shareholders do not hold any other Shares in the Company and/or the Subsidiary legally and/or beneficially other than those specifically indicated in **SCHEDULE 4** of this Agreement, and such Shares held by the Founders and Existing Shareholders are free of Encumbrances. The Company and the Founders also confirm and warrant that other than the Shares and the Shareholders as listed in **SCHEDULE 4** hereto, there are no other Shares in issue or any other legal or beneficial shareholder of the Company or any promise which has been made to any other person for issue of Shares or transfer of the Shares held by the Founders and Existing Shareholders as applicable, has been duly completed by the Company and/or the Subsidiary as per Applicable Law, prior to the Effective Date;
- x) The Founders hereby represent and warrant that all IPR relating to all products, tools and services developed, sold or marketed by the Company are registered or applied for registration in the name of the Company, as the case may be, and that the Founders and any employee of the Company have no interest of any kind in the same;
- y) That the properties and assets of the Company and the Subsidiary, whether tangible or intangible are free of liens or Encumbrances of any nature whatsoever;
- z) That the Company and the Subsidiary do not carry on any business in which 100% (one hundred per cent) Foreign Direct Investment is not permitted under the Automatic Route under FEMA;
- aa) That the Founder 2 is not a director in any other entities except Stitched Textiles Limited and he hereby agrees to devote all his reasonable time as may be required in connection with the Business of the Company;
- bb) That all the contracts entered into by the Company and the Subsidiary are valid and subsisting and there has been no default, event or circumstance by the Company, (a) which could result in the termination of these contracts and/or

purchase orders; or (b) which could entitle the other party to terminate such contract and/or purchase orders;

- cc) That no notice has been received by the Company from any Governmental Authority / statutory regulator for any claim in any form that has been asserted by anyone which could adversely affect the rights or functioning of the Company and/or the Subsidiary;
- dd) That the Company have not been a party to any agreement, arrangement or practice which (i) in whole or in part contravenes or is invalidated by any restrictive trade practices, fair trading, consumer protection or similar laws or regulations under the relevant jurisdiction or in respect of which any filing, registration or notification is required pursuant to such laws or regulations (whether or not the same has in fact been made), (ii) any tax sharing, indemnity or allocation agreement; (iii) imposes non-compete or non-solicit obligations on the Company;
- ee) Nothing herein shall (i) require any TIA Investor to make any payment that it reasonably believes will constitute a violation of the anti-corruption laws or (ii) prohibit any TIA Investor, in its sole discretion, from reporting any actual or possible violation of the anti-corruption Laws to law enforcement officials;
- ff) The operations of the Company are, and have at all times been, conducted in compliance with all Applicable Laws relating to anti-money laundering, financial record-keeping and financial reporting (collectively "**Money Laundering Laws**") and no investigation, action, suit or proceedings by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to Money Laundering Laws is pending and, to the best of the Company's knowledge, no such actions, suits or proceedings are threatened or likely;
- gg) The Company has not received any allegation or conducted any internal investigation related to a violation or a potential violation of the anti-corruption laws, nor does the Company have any information that would lead to a reasonable person to believe that there is a high likelihood that any Person has made any payment in violation of any anti-corruption law on behalf of, or for the benefit of the Company;
- hh) That all the agreements and instruments executed by the Company are duly stamped and registered in accordance with the Applicable Law;
- ii) That the Company are not in material violation of any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is a party or by which it is bound;
- jj) That no employee, officer, director or shareholder of the Company nor any Related Party of the Company or the Founders is indebted to the Company nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them;

- kk) That there are no transactions, agreements, arrangements or other forms of relationships between the Company and (i) the Founders; (ii) any of the Company's Directors; (iii) any of the Key Employees; or (iv) any Related Party (iv) the Subsidiary, if any, which are on terms less favourable to the Company than an arm's length transaction;
- ll) That the Company has sufficient authorized share capital in order to issue Subscription Shares to the New Investors;
- mm) That the Company have no loan, secured or unsecured, outstanding in the books of Company and the Subsidiary as on date;
- nn) That the Company have not promised or granted ESOPs to any employees of the Company;
- oo) The Company have complied with the applicable provisions of the Act for issuing the share certificates to the Shareholders of the Company;
- pp) The Founders hereby represent and warrant to the New Investors that all taxes, government dues, statutory fees and statutory liabilities and penalties arising out of non-compliances or defaults in compliance with statutory obligations relating to the period prior to the date of this Agreement, including any professional and incidental expenses payable in this regard have been duly paid or adequately provisioned for in the books of accounts of the Company, or will be the personal liability of the Founders, if not yet paid. It is further clarified that by no means shall the amount to be invested by the New Investors under this Agreement be used for paying the amounts referred to in this clause;
- qq) No representation, warranty or statement in this Agreement, or in any Schedule, statement or certificate furnished to the TIA Investors pursuant to this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made herein, in light of the circumstances under which they were made, not misleading. The Company and the Founders are neither aware nor have knowledge of any fact or circumstance relating to the affairs of the Company which has not been disclosed to the TIA Investors which if disclosed would have influenced the decision of the TIA Investors to enter into this Agreement.

SCHEDULE 6

DEED OF ADHERENCE

THIS DEED OF ADHERENCE (“**Deed**”) is dated the [●] day of [●] 20[●] and made **BETWEEN**

- (1) [●] (the “**New Shareholder**”); AND
- (2) [●] (the “**Transferor**”);

IN FAVOUR OF:

- (A) **Viru Retail Private Limited**, a company incorporated under the laws of India having its registered office at X-12, Basement, Hauz Khas Enclave, New Delhi, 110016 (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its liquidators, successors, administrators and permitted assigns);

AND

- (B) [●] [*Insert name and details of each continuing party*]; (collectively the “**Continuing Parties**”).

THIS DEED IS SUPPLEMENTAL to the shareholders’ agreement (“**Shareholders’ Agreement**”) executed on [*insert date*], between, *inter alia*, the Transferor, the Company and the Continuing Parties.

BACKGROUND:

- (A) [Pursuant to an [●] agreement, the Transferor has transferred its [●] Securities to the New Shareholder.] **OR** [The New Shareholder has become entitled to a transfer of [●] Securities from the Transferor.]
- (B) It is a term of the Shareholders’ Agreement that no Transfer of Securities shall be effected unless the transferee shall have first entered into a deed of adherence in the form of this Deed.

NOW THEREFORE THIS DEED OF ADHERENCE WITNESSETH AS FOLLOWS:

In consideration of the Transferor having transferred its [*insert description of the Securities transferred*] to the New Shareholder and in consideration of having agreed to such transfer:

- 1. The New Shareholder hereby confirms to the Transferor, the Company and the Continuing Parties that a copy of the Shareholders’ Agreement and the Articles of Association of the Company have been made available to it and hereby undertakes to the Continuing Parties to observe, perform and be bound by all the terms which are applicable to the Transferor and the New Shareholder shall be deemed, with effect from the date on which the New Shareholder is registered as a member of the Company, to be a Party to the Shareholders’ Agreement and to be bound by all the terms thereof as they applied to the Transferor and as if the New Shareholder had executed the Shareholders’ Agreement instead of the Transferor.

2. The New Shareholder hereby covenants to the Company and the Continuing Parties that it shall do nothing that derogates from, or obstructs the application and operation of, the provisions of the Shareholders' Agreement or the Articles of Association. Further, and in addition to the above, the New Shareholder covenants that it shall facilitate and aid the application of the Shareholders' Agreement to itself.
3. The New Shareholder represents and warrants to the Transferor, the Company and the Continuing Parties that:
 - (a) [It is a corporate entity has been duly incorporated and organized, and validly exists, under the laws of the jurisdiction of its incorporation.] **OR** [He/she (1) has full legal capacity to (A) own his assets and carry on his/her business as it is being conducted and (B) enter into this Deed and the Transaction Documents, fully understands the content of this Deed and each Transaction Document; and (2) has obtained legal advice with respect to such Deed and the Transaction Documents prior to the execution thereof.]
 - (b) It has the legal right and full corporate power and authority, and has been duly authorised by all necessary corporate action on the part of its board of directors and/or shareholders, as the case may be, to execute, deliver and perform the Deed and the Transaction Documents to which it is a party.
 - (c) The execution of this Deed, and the performance or the conditions and obligations there under constitute legally valid and binding obligations of the New Shareholder, enforceable against it in accordance with the terms contained therein.
 - (d) No authorisation is required in connection with the execution, delivery and performance by it of this Deed and the Transaction Documents.
 - (e) The execution, delivery and performance by it of this Deed and the Transaction Documents do not and will not:
 - (i) constitute a breach or constitute a default under its constitutional documents where it is a corporate entity;
 - (ii) result in a breach of, or constitute a default under, any agreement, instrument, arrangement or understanding to which it is a party or by which it is bound; or
 - (iii) result in a violation or breach of or default under any Applicable Law or of any order, judgement or decree of any governmental authority to which it is a party or by which it is bound.
4. Capitalized terms not defined herein shall have the meaning ascribed to them in the Shareholders' Agreement.
5. Service of notice on the New Shareholder at the address specified herein below shall constitute compliance with the provisions of Clause [●] of the Shareholders' Agreement.

[insert notice details]

6. This Deed of Adherence shall be governed in all respects by the laws of India. The provisions of Clause 28 (*Governing Law and Dispute Resolution*) of the Shareholders’ Agreement are incorporated herein by reference and shall apply to this Deed *mutatis mutandis*.

By:	By:
Title:	Title:
For the New Shareholder	For the Transferor
_____	_____

SCHEDULE 7 LIST OF AFFIRMATIVE VOTE MATTERS

- (a) Alteration of any provisions of the Memorandum and Articles;
- (b) Any merger, sale/licensing/transfer of any assets/IPR or other corporate reorganization or acquisition;
- (c) Repurchase, redemption, buy back or otherwise acquisition of any shares of the Company's issued share capital, except for the repurchase of shares issued pursuant to the Company's ESOP;
- (d) Declaration or payment any dividend or making other distributions on any class of share capital of the Company;
- (e) Reclassification of any component of the share capital of the Company;
- (f) Incurring or issue of indebtedness over and above INR 10,00,000;
- (g) Guarantee third party indebtedness;
- (h) Acquisition of any equity interest in any entity, or acquisition of material assets of any entity or person;
- (i) Permit any subsidiary to issue shares;
- (j) Approval of the Company's annual business plan, operating plan and budget;
- (k) Appointment of statutory auditor for the Company;
- (l) Creation of any new class of shares or securities;
- (m) Allocation, lock in, increase, decrease or change in the ESOP pool;
- (n) Liquidation, dissolution or winding-up the operations of the Company, or sale of assets of the Company;
- (o) Make any material change in the nature of the Company's Business or enter into any new line of business;
- (p) Issue of additional / new shares of any nature;
- (q) Enter into any Related Party transaction with persons or entities;
- (r) Merger, consolidation, or substantial sale of all the Company's assets/undertaking or any other transaction whereby a majority interest of the Company's voting power is acquired by a person or affiliated group, other than the TIA Investors;
- (s) Any strategic/financial/other alliance with a third party which results in investments by the Company or offer certain exclusive rights to such third party;

- (t) Any investment in non-fixed income bearing securities including deployment of redemption reserves, excluding short-term (only in the case of fixed income securities) and working capital investments;
- (u) Change in the name of the Company;
- (v) Appointment of persons to any senior management position, including those being offered options under the ESOP and / or appointment of any related party on the full time or part time role of the Company;
- (w) Any amendment to the ESOP;
- (x) Any calls on Equity Shares of the Company, including calls on the unpaid amounts of partly paid-up Shares unless agreed in writing amongst the Parties;
- (y) Institution of or defending any legal proceedings by or against the Company;
- (z) Any change in the Board structure including but not limited to expansion of Board, appointment of any new Director (including independent director);
- (aa) Any appointment, engagement, termination of Key Employees and/or any employees drawing an annual remuneration higher than INR 40,00,000 (Indian Rupees Forty Lakhs only) including any matter relating to any significant change in the roles and responsibilities which shall include (a) any change in compensation to be paid to such Key Employees (including Founder Directors), (b) change in other terms of employment of Key Employees (including those employees of the Company who are offered ESOPs equivalent to not less than 1% of the share capital of the Company);
- (bb) Increase in the remuneration of the Founder, except for those which get approved in the annual business plan; and
- (cc) Capital expenditure or investment decisions by the Company in excess of the amount forecast in the business plan, agreed between the Parties, aggregating to more than INR 10,00,000.

SCHEDULE 8
LIST OF IDENTIFIED COMPETITORS

- 1. HRX Brand - Myntra

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

For **Stitched Textiles Limited** as **FOUNDER 1**

Signed and delivered by
Name:
Designation:

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

Signed and delivered by

Mr Jaimin Gupta as FOUNDER 2

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

World of Viru Private Limited as FOUNDER 3

Signed and delivered by
Name:
Designation:

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

NEW INVESTORS

Sr. No.	Name of the New Investors	Signature
1.	Ramesh K Mirakhur	
2.	Ashish Sharma	
3.	Pulkit Gupta	
4.	Shankar Narayan Ram	
5.	Vatsal Ghiya	
6.	Chetan Parikh	
7.	Sanjay Babur	
8.	Girish Kamath	
9.	Ashish Agarwal	
10.	Sudhir Kulkarni	
11.	Mahavir Sharma	

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

For **TIE INDIA FOUNDATION**

Signed and delivered by
Name:
Designation:

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

EXISTING SHAREHOLDERS

Sr. No.	Name of the Existing Shareholder	Signature
1.	Gulshan Lal Kapoor	
2.	Manoj Kumar	
3.	Amritanshu Gupta	

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed the Agreement, all the original copies hereto, on the Effective Date written therein.

For **VIRU RETAIL PRIVATE LIMITED**

Signed and delivered by
Name:
Designation:

This Signature Page forms an integral part of the Share Subscription and Shareholders' Agreement dated September 15, 2022 by and among Stitched Textiles Limited, Jaimin Gupta, World of Viru Private Limited, the New Investors, TiE India Foundation, Existing Shareholders and Viru Retail Private Limited.