



सत्यमेव जयते

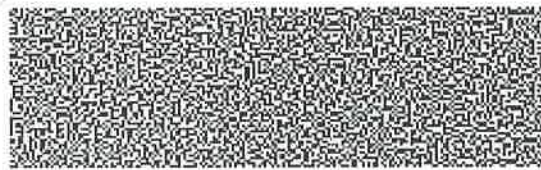
## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No.	: IN-KA95374962074610R
Certificate Issued Date	: 22-Apr-2019 06:08 PM
Account Reference	: NONACC (BK)/ kaidbbk02/ BANGALORE/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAIDBBK0220812224779196R
Purchased by	: IVALUE INFOSOLUTIONS PRIVATE LIMITED
Description of Document	: Article 5(J) Agreement (In any other cases)
Property Description	: INTER-SE SHAREHOLDERS AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IVALUE INFOSOLUTIONS PRIVATE LIMITED
Second Party	: CREATOR IV L P
Stamp Duty Paid By	: IVALUE INFOSOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 400 (Four Hundred only)

कृते आईडीबीआई बैंक लिमिटेड / For IDBI BANK LTD.  
 प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory  
 मिलात रोड, बंगलूर - 560 027 / Milat Road, Bangalore - 560 027



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This stamp paper forms an integral part  
 of the Inter-se agreement dated 30<sup>th</sup> April 2019.

*(Handwritten signatures and initials)*

Stamp Duty Paid

Information: This stamp paper is valid only when used in the presence of the issuing authority. Any use of this stamp paper for any other purpose is void. The issuing authority is the Government of Karnataka. The stamp duty is paid by the purchaser of the stamp paper. The stamp duty is not refundable. The stamp duty is not transferable. The stamp duty is not divisible. The stamp duty is not assignable. The stamp duty is not alienable. The stamp duty is not inheritable. The stamp duty is not transmissible. The stamp duty is not conveyable. The stamp duty is not assignable. The stamp duty is not alienable. The stamp duty is not inheritable. The stamp duty is not transmissible. The stamp duty is not conveyable.

## INTER-SE SHAREHOLDERS' AGREEMENT

This Inter-se Shareholders Agreement (the "**Agreement**") is made on this the 30th day of April, 2019 by and among:

**IVALUE INFOSOLUTIONS PRIVATE LIMITED**, a company registered under the Companies Act, 1956, and having its registered office at No.1140, VGR Essor, 3rd Floor, 6th Main 17th Cross, Sector 7, HSR Layout Bangalore 560 102 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context, include its successors and permitted assigns) of the **FIRST PART**;

AND

**THE PERSONS LISTED IN PART A OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Promoters**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **SECOND PART**;

AND

**THE PERSONS LISTED IN PART B OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Existing Shareholders**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **THIRD PART**;

AND

**THE PERSONS LISTED IN PART C OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Employee Shareholders**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **FOURTH PART**;

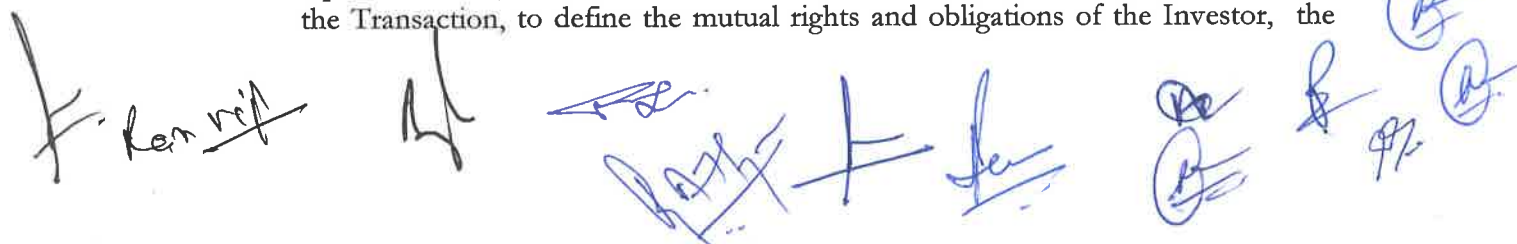
AND

**SUNDARA (MAURITIUS) LIMITED**, (wholly owned by Creador IV L.P. A closed-ended fund registered under the laws of Mauritius in July 2018) established under the laws of Mauritius, and having its registered office at IFS Court, Bank Street, Twenty Eight Cybercity, Ebène 72201, Republic of Mauritius (hereinafter referred to as the "**Investor**", which expression shall, unless it be repugnant to the subject or context, include its successors and permitted assigns) of the **FIFTH PART**.

The Company, the Promoters, the Existing Shareholders, the Employee Shareholders and the Investor shall hereinafter each be referred to individually as a "**Party**" and collectively as the "**Parties**", as the context may require.

### WHEREAS:

- A. The Parties have entered into an Investment and Share Purchase Agreement on April 26, 2019 (the "**IA**") in order to record, *inter alia*, the terms and conditions of the Transaction, to define the mutual rights and obligations of the Investor, the

The bottom of the page contains several handwritten signatures in blue ink. From left to right, there are approximately eight distinct signatures, some of which are circled or have initials. These signatures represent the parties to the agreement, including the Company, Promoters, Existing Shareholders, Employee Shareholders, and the Investor.

Promoters, the Existing Shareholders and the Employee Shareholders and set out the terms and conditions governing their relationship as holders of Securities of the Company, *inter se* as well as with the Company, including in relation to the transfer of Securities and the management of the Company.

- B. In order to the further protect the rights and privileges of the Investor, the Promoters, the Existing Shareholders and the Employee Shareholders, the Parties have agreed to enter into this Agreement to record their mutual understanding in relation to certain matters pertaining to adherence, transfer of Securities and sharing of certain economic benefits that may arise and accrue to the Parties from the operations of the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) any capitalized terms which have been used but not defined in this Agreement shall have the meaning set out in the IA; and (iii) the following terms shall have the following meanings assigned to them herein below:

**“Bad Leaver Event”** shall mean termination for Cause in accordance with Clause 8.5 of their respective Employment Agreements. On occurrence of a Bad Leaver Event with respect to an Employee Shareholder, only such Employee Shareholder shall be deemed to be a “Bad Leaver”;

**“Bad Leaver Price”** means 9x the audited profit after tax of the most recently concluded financial year;

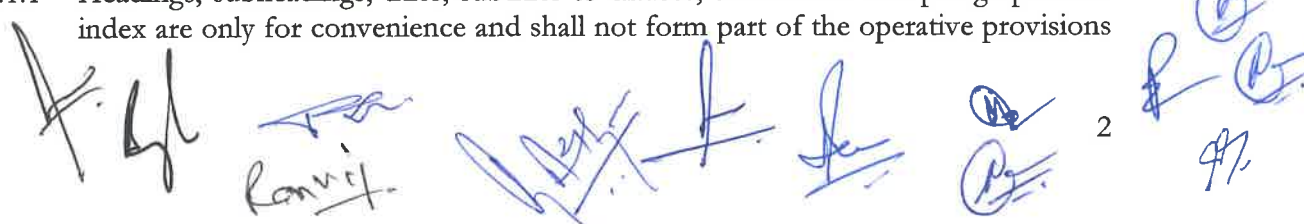
**“Good Leaver Event”** shall mean occurrence of any of the following events: (i) voluntary resignation by an Employee Shareholder, unless otherwise decided by the Promoters to be a Bad Leaver Event; (ii) dismissal of an Employee Shareholder from employment other than due to occurrence of a Bad Leaver Event; or (iii) termination of their respective Employment Agreement(s) in accordance with Clause 8.4 of such Employment Agreement. On occurrence of a Good Leaver Event with respect to an Employee Shareholder, only such Employee Shareholder shall be deemed to be a “Good Leaver”.

**“Good Leaver Price”** means 11x the audited profit after tax of the most recently concluded financial year; and

**“Upside Sharing Amount”** means an amount equivalent to 50% (Fifty Percent) of the incremental proceeds received by the Investor over and above the Threshold Exit Price.

### 1.2 Interpretation.

- 1.1.1 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs and index are only for convenience and shall not form part of the operative provisions



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of this Agreement or the annexures hereto, and shall be ignored for the purpose of interpretation;

1.1.2 Unless the context of this Agreement otherwise requires:

- (i) Words using the singular or plural number also include the plural or singular number, respectively; and
- (ii) Words of any gender are deemed to include the other gender;

1.1.3 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;

1.1.4 The terms “Recital”, “Clause”, “Annexures”, “Paragraphs”, “Preamble” and “Schedule” refer to the specified recital, clause, annexure, paragraph, preamble and schedule, respectively, of this Agreement, all of which form part of this Agreement;

1.1.5 Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date of this Agreement, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

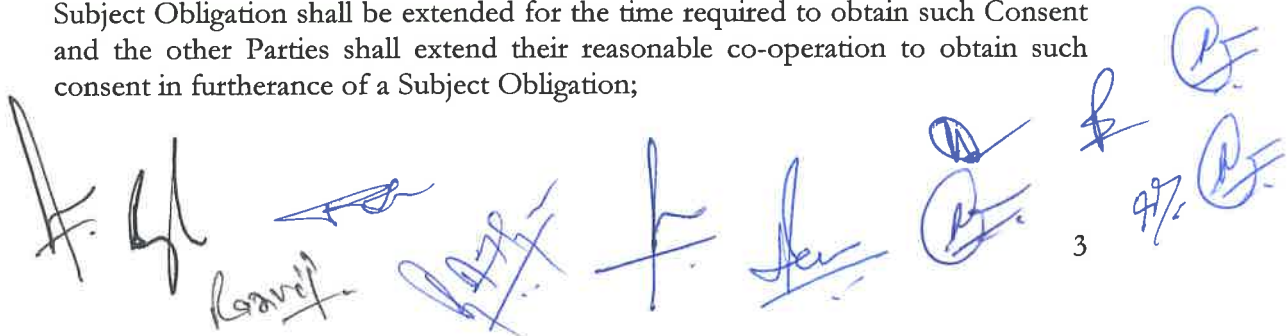
1.1.6 Reference to the word “include” shall be construed without limitation;

1.1.7 Unless otherwise specified, when any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

1.1.8 Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

1.1.9 Any requirement to (a) obtain the consent or approval of any Party, and/or (b) for any of the Parties to mutually agree to any matter, under this Agreement shall, unless otherwise agreed by the Parties in writing, refer to the prior written consent or approval of such Party, and the prior written agreement of the Parties, respectively;

1.1.10 Where any obligation of a Party under this Agreement (“**Subject Obligation**”) requires consent (including from any Governmental Authority) in order for the Subject Obligation to be performed validly, then the Subject Obligation shall be deemed to include, unless otherwise required under applicable Law to be obtained by the other Party, the obligation to apply for, obtain, maintain and comply with the terms of, all such consents and the time provided for the completion of the Subject Obligation shall be extended for the time required to obtain such Consent and the other Parties shall extend their reasonable co-operation to obtain such consent in furtherance of a Subject Obligation;



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- 1.1.11 No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- 1.1.12 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.
- 1.1.13 Any reference to "writing" shall include printing, typing, lithography, electronic mails, transmissions by facsimile and other means of reproducing words in visible form, but excluding text messaging or instant messaging via mobiles or smart phone applications;
- 1.1.14 All references to days, weeks, months and years under this Agreement shall mean days, weeks, months and years as per the Gregorian calendar; and

## **2. AGREEMENT FOR ADHERENCE AND SHARE PURCHASE OPTION**

- 2.1. The Employee Shareholders agree and acknowledge that the Investor is entitled to the following in accordance with the IA:

- (a) A right of first refusal and a tag along right in accordance with Clause 17.3;
- (b) An exit by way of a Third Party Sale in accordance with Clause 19;
- (c) A right to exercise the Buy Back Option in accordance with Clause 20;
- (d) The Drag Along Right in accordance with Clause 21; and
- (e) The Liquidation Preference in accordance with Clause 22.

- 2.2. The Employee Shareholders agree and undertake that to give effect to the rights of the Investor set out in Clause 2.1, the Employee Shareholders shall: (i) at all times ensure compliance with all the obligations, undertakings covenants and the commercial intent envisaged under the IA; (ii) not interfere or impede in the efforts of the Promoters, the Existing Shareholders and the Investor in fulfilling their obligations under Clause 17.3, Clause 18, Clause 19, Clause 20, Clause 21 and Clause 22 of the IA; (iv) not offer any Securities held by them in any buy-back offer until such time as all the Investor Securities are bought back; and (v) adhere to the provisions of Clause 22 of the IA and not prove in competition with the Investor, with respect to the proceeds arising in a Liquidation Event

- 2.3. Each of the Promoters, the Existing Shareholders (except for Jim Bric Consulting (OPC) Private Limited and Eric Anklesaria) and the Employee Shareholders and their respective Permitted Transferees, shall exercise their voting rights jointly, in such manner, so as to ensure compliance with all the obligations, undertakings covenants and the commercial intent envisaged under the IA. It is hereby clarified that upon the Transfer of the Securities held by the Promoters to their respective Permitted Transferee in accordance with the terms of the IA, each of the

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2.4. Unless otherwise provided for in this Agreement, it is agreed that the rights available to all the Promoters, the Existing Shareholders (except for Jim Bric Consulting (OPC) Private Limited and Eric Anklesaria) and the Employee Shareholders under the IA, shall be exercised jointly as a single block and not by each such Shareholder, separately. In the event of a disagreement, the Promoters, the Existing Shareholders (except for Jim Bric Consulting (OPC) Private Limited and Eric Anklesaria) and the Employee Shareholders shall discuss the subject matter of disagreement, arrive at an understanding and exercise all rights available to them under the IA jointly as a single block and not separately by each of them.

2.5.1. Upon the occurrence of either a Good Leaver Event or a Bad Leaver Event, the Good Leaver or the Bad Leaver (as the case may be) (the “**Offeror**”) shall immediately offer all Securities held by them (the “**Offered Securities**”) to the Promoters and the other Employee Shareholders by delivering a written offer (the “**Offer**”) to the Promoters and the other Employee Shareholders. The Promoters and the other Employee Shareholders may at their sole discretion choose to purchase all or any of the Offered Securities at either the Good Leaver Price or the Bad Leaver Price (as the case may be).

2.5.3. Once the Promoters and the other Employee Shareholders have received an Offer, the Promoters and the other Employee Shareholders shall have the right to:

- (i) purchase any or all of the Offered Securities and may send a written notice to the Offeror within the Acceptance Period accepting the Offer (an **“Acceptance Notice”**);
- (ii) send a written notice to the Offeror within the Acceptance Period, declining the Offer; or
- (iii) neither send an Acceptance Notice nor reply to the Offer within the Acceptance Period, in which case the Promoters and the other Employee Shareholders shall be deemed not to have accepted the Offer.

2.5.5. Subject to the Investor holding less than 50% (Fifty Percent) of the Securities of the Company, on a Fully Diluted Basis (post the transaction contemplated in this

Kenneth H. F. ~~Page~~ F. Lee 5 97

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## 5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party hereby represents, warrants and undertakes to the other Parties as follows:

- (a) they have the right, power, authority and capacity necessary to enter into and perform their obligations under this Agreement and each other agreement and/or documents executed or contemplated to be executed by any of them to consummate the transactions contemplated hereby and thereby.
- (b) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate actions.
- (c) the execution and delivery of this Agreement does not: (i) conflict with or result in a violation, contravention or breach of any of the terms, conditions or provisions of the constitutional documents of any of them, or (ii) violate or result in a breach under any agreement, Law, or (iii) require Consent.
- (d) to their knowledge, no suit, action, investigation, inquiry or other proceeding by any authority or legal or administrative proceeding is pending or has been threatened against any of them which may affect the validity or enforceability of this Agreement or the transactions contemplated hereby or the ability of any of them to consummate this Agreement or the transactions contemplated hereby.
- (e) this Agreement and the IA constitutes, and when executed will constitute, valid and binding obligations of the Parties, which are enforceable against them in accordance with their terms.

## 6. MISCELLANEOUS

6.1. Incorporated Provisions.

The following provisions of the IA are deemed to be incorporated in this Agreement and shall apply to the understanding set out in this Agreement: (i) Clause 24 (*Dispute Resolution*); (ii) Clause 25 (*Confidentiality and Non-Disclosure*); (iii) Clause 27 (*Notices*); and (iv) Clause 30 (*Miscellaneous, to the extent applicable*).

6.2. The Company shall amend the articles of association of the Company to incorporate substantially, the provisions of this Agreement (as applicable) and in a form and manner acceptable to the Parties, to be duly adopted by the Company at the First Closing Date.

6.3. If any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired. The Parties hereto shall then use all reasonable endeavours to replace the invalid or unenforceable

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provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

- 6.4. Neither Party shall be entitled to assign this Agreement or any part of this Agreement without the prior approval in writing of the other Party. Such approval shall not be unreasonably withheld.
- 6.5. The Parties have executed this Agreement of their own free will and without relying upon any statements made by the other Parties or any of its representatives, agents, of such Parties.
- 6.6. If there is any conflict or inconsistency between the terms set out in the body of this Agreement and the terms set out in the IA, the terms as set out in the IA, shall take precedence.

***[Signature Pages and Schedule Follow]***

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## SCHEDULE I

### PART A - PROMOTERS

Sl. No.	Name	Address
1.	Sunil Kumar Pillai	A010, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
2.	Krishna Raj Sharma	B307, Fern Saroj Apt 7th Cross, 7th Main, LB Shastri Nagar, Bangalore 560 017
3.	Srinivasan Sriram	No.4045 Shobha Jasmine Green Glen Layout, Belandur, Bangalore 560 103

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### PART B - EXISTING SHAREHOLDERS


Sl. No.	Name	Address
1.	Jimbric Consulting (OPC) Private Limited	# 515/B, R.P Masani Road, 3rd Floor, Ratan Mansion, Mumbai 400 019
2.	Eric Jimmy Anklesaria	# 515/B, R.P Masani Road, 3rd Floor, Ratan Mansion, Mumbai 400 019
3.	Hilda Sunil Pillai	A010, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035



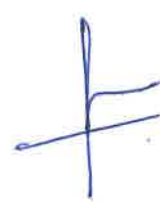








### PART C - EMPLOYEE SHAREHOLDERS

Sl. No.	Name	Address
1.	Sunil Kumar Pillai	A010, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
2.	Krishna Raj Sharma	B307, Fern Saroj Apt 7th Cross, 7th Main, LB Shastri Nagar, Bangalore 560 017
3.	Srinivasan Sriram	No.4045 Shobha Jasmine Green Glen Layout, Belandur, Bangalore 560 103
4.	Venkatesh R	Rama Padma Nilayam, #525, 14th Cross, ISRO Layout Bangalore 560 078
5.	Subodh Anchan	C/104 N G Complex, Off Military Road Marol, Andheri East Near Ashok Nagar, Mumbai 400 072
6.	Roy Abraham Yohannan	B-004, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
7.	Brijesh Shrivastava	#5, Nav Anjali CHS Plot No-47, Sector 01, Kopar Khairane Navi Mumbai 400 703
8.	Nagabushana Reddy L	310/S1, SV Virupaksha 7th Main, 14th Cross, HSR Layout, Sector 6 , Bangalore 560 102
9.	RanVijay Pratap Singh	704, Block 2, Express Garden, Vaibhav Khand, Indirapuram, Shipra Sun City, Ghaziabad 201 014
10.	Ravindra Kumar Sankhla	A-1 / 15, Sector -11, Rohini, Delhi 110 085
11.	iUnite Technologies Private Limited	#20, 1st Cross, Annapoorneshwari Temple, New Bank Colony, Konankunte, Doddakallasandra, Bengaluru 560 062

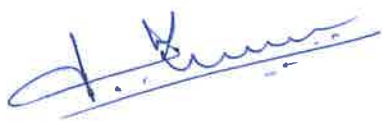
IN WITNESS WHEREOF, the Parties have entered into the Agreement on the Effective Date.


<b>IVALUE INFOSOLUTIONS PRIVATE LIMITED</b>	Witness:
Signature:	Signature:
	
Name: SUNIL KUMAR PILLAI	Name:
Title: DIRECTOR	Date:
Date: 30-04-2019	Address:

<b>IUNITE TECHNOLOGIES PRIVATE LIMITED</b>	Witness:
Signature:	Signature:
	
Name: KRISHNA RAJ SHARMA	Name:
Title: DIRECTOR	Date:
Date: 30-04-2019	Address:



SUNIL KUMAR PILLAI	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: Ittina Anai A201, Kempapura Village, Bellandur Lake, Bangalore South, Yemalur, Yemalur Bengaluru 560037	Address:

KRISHNA RAJ SHARMA	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: B307, Fern Saroj Apt 7th Cross, 7th Main, LB Shastri Nagar, Bangalore 560017	Address:







  








SRIRAM S	Witness:
Signature:	Signature:
	
	Name:
Date:	Date:
Address: No.4045 Shobha Jasmine Green Glen Layout,Belandur, Bangalore 560103	Address:

VENKATESH R	Witness:
Signature:	Signature:
	
	Name:
Date:	Date:
Address: Rama Padma Nilayam,#525,14th Cross,ISRO Layout Bangalore-78	Address:











HILDA SUNIL PILLAI	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: Ittina Anai A201,Kempapura Village,Bellandur Lake,Bangalore South,Yemalur,Yemalur Bengaluru Karnataka – 560037	Address:







  







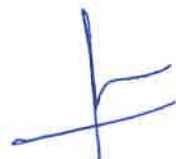














NAGABUSHANA REDDY L	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address : 310/S1,SV Virupaksha 7th Main, 14th Cross, HSR Layout,Sector 6 ,Bangalore 560102	Address:

ROY ABHRAHAM	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: B-004, Commune Street, Near St Stephens Marthoma Church, Siddhapura Rd,1st Cross,Thomas Layout, Chikkakanalli, Bangalore	Address:



<b>Mr. Subodh Anchan</b>	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: C /104 NG Complex. Off military road. Marol. Andheri east. Mumbai 400072	Address:

<b>Mr. Brijesh Shrivastava</b>	Witness:
Signature:	Signature:
	Name:
Date:	Date:
Address: #5,Nav Anjali CHS Plot No-47,Sector 01,Kopar Khairane Navi Mumbai 400703	Address:















<b>Mr. RanVijay Pratap Singh</b>	Witness:
Signature:	Signature:
	
	Name:
Date:	Date:
Address: 704,Block 2,Express Garden,Vaibhav Khand,Indirapuram, Shipra Sun City,Ghaziabad,UP 201014	Address:

<b>Mr. Ravindra Kumar Sankhla</b>	Witness:
Signature:	Signature:
	
	Name:
Date:	Date:
Address: A-1 / 15, Sector -11, Rohini, Delhi - 110085	Address:



















सत्यमेव जयते

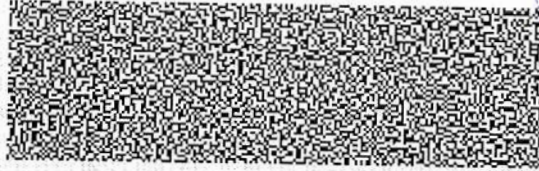
INDIA NON JUDICIAL

**Government of Karnataka**

Rs. 500

**e-Stamp**

Certificate No. : IN-KA07023845509286W  
Certificate Issued Date : 05-Sep-2024 10:57 AM  
Account Reference : NONACC (FI)/ kacrsf108/ KORAMANGALA1/ KA-JY  
Unique Doc. Reference : SUBIN-KAKACRSFL0863940415442196W  
Purchased by : IVALUE INFOSOLUTIONS LIMITED  
Description of Document : Article 5(J) Agreement (in any other cases)  
Property Description : INTER-SE AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : IVALUE INFOSOLUTIONS LIMITED  
Second Party : SUNDARA MAURITIUS LIMITED AND OTHERS  
Stamp Duty Paid By : IVALUE INFOSOLUTIONS LIMITED  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



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This stamp paper forms an integral part of the First Amendment Agreement dated 5 September 2024 to the Inter-se Shareholders' Agreement dated 30 September 2019 executed by and amongst IValue Infosolutions Private Limited, Sundara (Mauritius) Limited, Promoters, Existing Shareholders and Employee Shareholders

**Statutory Alert:**

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





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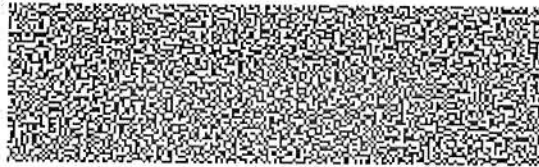
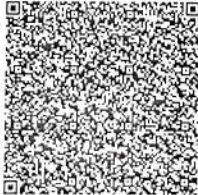
INDIA NON JUDICIAL

**Government of Karnataka**

Rs. 500

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Certificate No. : IN-KA07024666972709W  
Certificate Issued Date : 05-Sep-2024 10:57 AM  
Account Reference : NONACC (FI)/ kacrsf08/ KORAMANGALA1/ KA-JY  
Unique Doc. Reference : SUBIN-KAKACRSFL0863939274982195W  
Purchased by : IVALUE INFOSOLUTIONS LIMITED  
Description of Document : Article 5(J) Agreement (in any other cases)  
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3. In case of any discrepancy please inform the Competent Authority.





सत्यमेव जयते

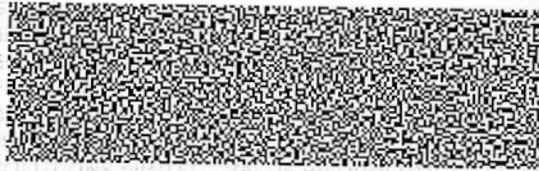
## INDIA NON JUDICIAL

### Government of Karnataka

Rs. 500

#### e-Stamp

Certificate No. : IN-KA07025594522432W  
Certificate Issued Date : 05-Sep-2024 10:58 AM  
Account Reference : NONACC (FI)/ kacrsf108/ KORAMANGALA1/ KA-JY  
Unique Doc. Reference : SUBIN-KAKACRSFL0863936549934430W  
Purchased by : IVALUE INFOSOLUTIONS LIMITED  
Description of Document : Article 5(J) Agreement (in any other cases)  
Property Description : INTER-SE AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : IVALUE INFOSOLUTIONS LIMITED  
Second Party : SUNDARA MAURITIUS LIMITED AND OTHERS  
Stamp Duty Paid By : IVALUE INFOSOLUTIONS LIMITED  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



Please write or type below this line

This stamp paper forms an integral part of the First Amendment Agreement dated 5 September 2024 to the Inter-se Shareholders' Agreement dated 30 September 2019 executed by and amongst IValue Infosolutions Private Limited, Sundara (Mauritius) Limited, Promoters, Existing Shareholders and Employee Shareholders

#### Statutory Alert:

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

**FIRST AMENDMENT AGREEMENT  
TO THE INTER-SE SHAREHOLDERS' AGREEMENT DATED 30 SEPTEMBER 2019**

**AMONGST**

**IVALUE INFOSOLUTIONS PRIVATE LIMITED**

**AND**

**PROMOTERS**

**AND**

**EXISTING SHAREHOLDERS**

**AND**

**EMPLOYEE SHAREHOLDERS**

**AND**

**SUNDARA (MAURITIUS) LIMITED**

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## FIRST AMENDMENT AGREEMENT

This **First Amendment Agreement** ("**First Amendment Agreement**") is executed on this 5 day of September 2024 ("**Execution Date**") by and amongst:

1. **IVALUE INFOSOLUTIONS LIMITED**, a company registered under the Companies Act, 1956, and having its registered office at No. 903/1/1, 19<sup>th</sup> Main Road, 4<sup>th</sup> Sector, HSR Layout Bangalore 560 102 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context, include its successors and permitted assigns) of the **FIRST PART**;

**AND**

2. **THE PERSONS LISTED IN PART A OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Promoters**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **SECOND PART**;

**AND**

3. **THE PERSONS LISTED IN PART B OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Existing Shareholders**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **THIRD PART**;

**AND**

4. **THE PERSONS LISTED IN PART C OF SCHEDULE 1**, (hereinafter collectively referred to as the "**Employee Shareholders**", which expression shall, unless it be repugnant to the subject or context, include their heirs, executors, administrators, permitted assigns and anyone claiming through or under them) of the **FOURTH PART**;

**AND**

5. **SUNDARA (MAURITIUS) LIMITED**, (wholly owned by Creador IV L.P. A closed-ended fund registered under the laws of Mauritius in July 2018) established under the laws of Mauritius, and having its registered office at 6th floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius (hereinafter referred to as the "**Investor**", which expression shall, unless it be repugnant to the subject or context, include its successors and permitted assigns) of the **FIFTH PART**.

The Company, the Promoters, the Existing Shareholders, the Employee Shareholders and the Investor are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

### WHEREAS

- (A) The Parties have entered into an Investment and Share Purchase Agreement on 26 April 2019 (the "**IA**") in order to record, inter alia, the terms and conditions of the Transaction, to define the mutual rights and obligations of the Investor, the Promoters, the Existing Shareholders and the Employee Shareholders and set out the terms and conditions

governing their relationship as holders of Securities of the Company.

- (B) The Parties have also entered into an Inter-Se Shareholders Agreement dated 30 April 2019 ("**Inter-se Agreement**") to protect the rights and privileges of the Investor, the Promoters, the Existing Shareholders and the Employee Shareholders, and to record their mutual understanding in relation to certain matters pertaining to adherence, transfer of Securities and sharing of certain economic benefits that may arise and accrue to the Parties from the operations of the Company.
- (C) The Company is considering, subject to necessary approvals and market conditions, an initial public offering of its equity shares of face value INR 2 ("**Equity Shares**"), and proposed listing of the Equity Shares on BSE Limited and the National Stock Exchange of India Limited which shall be authorized by the resolutions of the Board and the Shareholders, respectively.
- (D) The Parties also agree and acknowledge that (i) Jimbric Consulting (OPC) Private Limited and Eric Jimmy Anklesaria (erstwhile Existing Shareholders); and (ii) iUnite Technologies Private Limited (erstwhile Employee Shareholder) are not Shareholders as on the Execution Date and accordingly, in accordance with Clause 4 of the Inter-se Agreement, the Inter-se Agreement stands terminated with respect to such persons. Further, the Parties also agree and acknowledge that Mr. Swaroop M V N has executed a deed of adherence, on or about the Execution Date, and has accordingly become a party to the Inter-se Agreement.
- (E) The Parties have now agreed to amend certain provisions of the Inter-se Agreement and have therefore agreed to enter into this First Amendment Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **1. DEFINITIONS**

In this Agreement, (i) capitalised terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following capitalized terms shall have the respective meanings attached to them as below:

- 1.1. **Amended Inter-se Agreement** means the Inter-se Agreement as amended by this First Amendment Agreement;
- 1.2. **Inter-se Agreement** has the meaning ascribed to it in Recital A; and
- 1.3. **First Amendment Agreement** means this First Amendment Agreement to the Inter-se Agreement.

## **2. INCORPORATION OF DEFINED TERMS**

- 2.1. Unless a contrary indication appears, capitalized terms used in this First Amendment Agreement and not defined shall have the meaning ascribed to such terms in the IA or Inter-se Agreement, as relevant.
- 2.2. The principles of interpretation set out in Clause 1.2 (*Interpretation*) of the Inter-se Agreement shall be deemed to be incorporated by reference and have effect as if set out in

this First Amendment Agreement.

### 3. EFFECTIVENESS

This First Amendment Agreement shall come into force and effect on and from date of execution of the Inter-se Agreement.

### 4. STATUS AND DESIGNATION

- 4.1. This First Amendment Agreement shall form an integral part of the Inter-se Agreement and save and except as varied or amended by this First Amendment Agreement, nothing herein contained shall in any manner prejudice or affect the provisions and stipulations contained in the Inter-se Agreement and the Parties shall continue to be bound by the Amended Inter-se Agreement, which shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.
- 4.2. The Inter-se Agreement together with this First Amendment Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, or understandings and assurances, relating to such subject matter either written or oral. In case of conflict between the provisions of this First Amendment Agreement and the Inter-se Agreement, the provisions of this First Amendment Agreement shall prevail over the Inter-se Agreement (*as specifically amended by this First Amendment Agreement*).
- 4.3. This First Amendment Agreement shall not act as a waiver or discharge of any of the rights, obligations or liabilities of the Parties, unless specifically amended by this First Amendment Agreement.

### 5. AMENDMENT PROVISIONS & VARIATIONS

- 5.1. The following definitions shall be added to the Inter-se Agreement:

*“**Book Value**” means the valuation of the Equity Shares of the Company, arrived at by a SEBI registered independent merchant banker / registered valuer / Chartered Accountant in accordance with applicable Law and Section 56(2)(x) of the Income Tax Act, 1961 read with Rule 11U and 11UA of the Income-tax Rules, 1962, as on the relevant date;*

*“**IPO**” shall mean listing of the Equity Shares on a Recognised Stock Exchange;*

*“**Recognised Stock Exchange**” means the BSE Limited, Mumbai and the National Stock Exchange of India Limited or any other recognised international stock exchange;*

*“**Upside Sharing Securities**” shall mean such number of Equity Shares, transferable by the Investor to the Promoters and Employee Shareholders, in the event the Upside Sharing Amount is payable, pursuant to the provisions of Clause 3;*

- 5.2. Notwithstanding the definition set out in the IA, the definition of “**Threshold Exit Price**” for the purposes of the Inter-se Agreement and this First Amendment Agreement shall be included and deemed to mean:

*“**Threshold Exit Price**” means such price per Security which results in the Investor entitled to receive at least an aggregate of a return equivalent to an IRR of 25% (Twenty Five Percent) on the Investment Amount, pursuant to the Exit. The Parties have agreed that the IRR of 25% shall be valid for a period of 6 years from the date of the original investment.”*

- 5.3. Definition of “**Upside Sharing Amount**” in the Inter-se Agreement shall be deleted and replaced in its entirety with the following:

*“**Upside Sharing Amount**” means an amount equivalent to summation of (i) 70% (Seventy Percent) of the incremental proceeds receivable by the Investor over and above the Threshold Exit Price (as relevant); and (ii) Upside Sharing Securities Consideration (as defined hereunder);”*

- 5.4. Clause 2.2(iv) of the Inter-se Agreement shall be deleted in its entirety.

- 5.5. Clause 2.3 of the Inter-se Agreement shall be deleted and replaced in its entirety with the following:

*“2.3 Each of the Promoters, the Existing Shareholders and the Employee Shareholders and their respective Permitted Transferees’, shall exercise their voting rights in such manner, so as to ensure compliance with all the obligations, undertakings, covenants and the commercial intent envisaged under the IA. It is hereby clarified that upon the Transfer of the Securities held by the Promoters to their respective Permitted Transferee in accordance with the terms of the IA, each of the Permitted Transferees’ shall execute a deed of adherence agreeing to undertake all rights and obligations as are applicable to the Promoters herein.”*

- 5.6. Clause 2.4 of the Inter-se Agreement shall be deleted in its entirety.

- 5.7. Clause 2.5 (Inter-Se transfer) of the Inter-se Agreement shall be deleted in its entirety.

- 5.8. Clause 3 (Sharing of Economic Benefits) of the Inter-se Agreement, shall be deleted and replaced in its entirety with the following:

*“3.1. The Parties hereby agree that prior to the filing of the red herring prospectus (“**RHP**”) by the Company in relation to an IPO, or in pursuance to the Company receiving a binding term sheet from a third party investor (not being a shareholder of the Company) affirming a Third Party Sale, the Company shall specify in writing to the Investor the proposed valuation at which the IPO or the Third party Sale of the Company is proposed to be undertaken, (“**Company Notice**”) basis which the Investor and the Company may jointly determine if such valuation will exceed the Threshold Exit Price (“**Anticipated Exit Price**”). If the Investor is expected to receive the Anticipated Exit Price, the Investor may, within a period of 10 (Ten) Business Days, provide to the Promoters and the Employee Shareholders, at that time (the “**Receiving Parties**”), a written notice containing details of the proposed Transfer (“**Anticipated Exit Notice**”). For the avoidance of doubt, it is hereby clarified that if one and the same set of facts qualifies the Receiving Parties to receive the economic benefits set out under this Agreement in multiple instances, the Receiving Parties shall be entitled to claim such economic benefits only in one instance and no Promoter and Employee Shareholder shall be entitled to receive the economic benefits more than once.*



### **3.2 Anticipated Exit:**

- 3.2.1 Upon the Receiving Parties receiving the Anticipated Exit Notice, the Receiving Parties shall notify their satisfaction to the contents of the Anticipated Exit Notice in writing, within 10 (Ten) Business Days of receiving the Anticipated Exit Notice ("**Anticipated Exit Acceptance Notice**").
- 3.2.2 In case the Company has communicated the Anticipated Exit Price, the Investor shall, within 10 (Ten) Business Days of receipt of the Anticipated Exit Acceptance Notice, transfer the Upside Sharing Securities to the Receiving Parties prior to the filing of the RHP or closing of a Third Party Sale in accordance with definitive agreements executed in that regard, at a price being equivalent to the Book Value of the Upside Sharing Securities ("**Upside Sharing Securities Consideration**"). For the purposes of this provision, Upside Sharing Securities shall be the Equity Shares that the Receiving Parties shall have received, equivalent to the value of the Upside Sharing Amount as per proposed valuation in Company Notice. The Investor and the Company shall, on a good faith basis, undertake all reasonable efforts as may be required, to ensure that the Receiving Parties receive the benefit of the Upside Sharing Securities Consideration. The Upside Sharing Securities Consideration shall be subject to a Tax withholding or Tax collected at source, as relevant, and the Parties agree that any transfer of the Upside Sharing Securities shall be undertaken in accordance with applicable Tax Laws.
- 3.2.3 The Upside Sharing Securities shall be transferred by the Investor simultaneously to the Receiving Parties transferring the Upside Sharing Securities Consideration to a designated bank account of the Investor subject to any Tax Deductions, as detailed in the Anticipated Exit Notice, and the Parties shall undertake all commercially reasonable efforts to ensure that the transfer is completed in accordance with this Clause 3.2 and the Company takes on record the transfer of the Upside Sharing Securities. The Receiving Parties shall ensure that all filings required to be made under applicable Law pursuant to the transfer of the Upside Sharing Securities shall be made by the Receiving Parties and the Company, within the applicable timelines, and in any event prior to filing of the RHP with the relevant Registrar of Companies.
- 3.2.4 Notwithstanding anything to the contrary contained in this Clause 3.2, the Receiving Parties shall be entitled to receive the Upside Sharing Securities, only upon completion of actions required to acquire the Upside Sharing Securities in accordance with Law.

### **3.3 UPSIDE SHARING AMOUNT:**

*In the event the Upside Sharing Amount is payable and is not paid pursuant to Clause 3.2 pursuant to restriction or prohibition of the same by SEBI, the Investor shall, following the completion of the IPO, within 10 (Ten) Business Days of the Completion of the IPO, transfer the Upside Sharing Amount to a bank account designated and detailed for such purpose by each of the Receiving Parties, proportionate to their respective shareholding in the Company. The Upside Sharing Amount shall be calculated based on the 'offer price' of the Equity Shares in the IPO. Notwithstanding anything to the contrary contained in this Clause 3.3, the Receiving Parties shall be entitled to receive the Upside Sharing Amount, only upon completion of actions and*

*obtaining applicable approvals required to acquire the Upside Sharing Amount, in accordance with applicable Law, including the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. In the event applicable Laws or directions by any regulatory authorities (including any authorised dealer banks), restrict the payment of the Upside Sharing Amount by the Investor, the Parties shall mutually agree and align on alternative modes, to give effect to the commercial understanding and to make the payment of the Upside Sharing Amount.*

*3.4 In the event the Receiving Parties are not satisfied with the Anticipated Exit Notice or receipt of the Upside Sharing Amount, they shall have the right to initiate a Dispute and such dispute shall be resolved through the dispute resolution mechanism set out in Clause 24 of the IA.*

*3.5 It is hereby clarified that upon an occurrence of a Good Leaver Event or a Bad Leaver Event, the Good Leaver or the Bad Leaver (as the case may be) shall not be entitled to receive the respective entitlement of the Upside Sharing Amount or the Upside Sharing Securities, as contemplated under this Agreement. Further, in the event that the IPO or the Third Party Sale is not consummated on or before 3 weeks from the date of receipt of the Upside Sharing Securities or such other date as may be agreed between the Parties (such date as “**Exit Failure Date**”) and Upside Sharing Securities has been shared with the Receiving Parties by the Investor, the Receiving Parties shall ensure and undertake all steps to ensure that the Upside Sharing Securities is transferred back by the Receiving Parties to the Investor, within a period of 5 (five) days from the Exit Failure Date. The Parties agree that they shall, on a good faith basis, undertake all commercially acceptable structure for transfer of the Upside Sharing Securities to the Investor, in accordance with applicable Laws.*

### **3.6 Tax Indemnity**

*3.6.1 The Receiving Parties and the Investor agree and acknowledge that the Investor shall be liable to the Receiving Parties for Losses on account of Tax, over and above the applicable capital gains tax rate, if the Upside Sharing Amount or receipt of Upside Sharing Securities is categorized as an ‘income from other sources’ by the assessing officers of the Receiving Parties, and not ‘capital gains’ (“**Tax Indemnity**”). The Tax Indemnity shall be payable by the Investor to the Receiving Parties only if:*

*(a) The Receiving Parties suffer a Loss on account of higher Tax payable due to receipt of the Upside Sharing Amount or Upside Sharing Securities, not in ordinary course and not on account of any other Taxes payable by the Receiving Parties;*

*(b) The Receiving Parties have accurately and comprehensively provided the details of the Upside Sharing Amount and/or or Upside Sharing Securities (if relevant) in the income tax return filed by it and have provided a copy thereof to the Investor;*

*(c) The Receiving Parties make a Claim for the Losses, prior to 30<sup>th</sup> June 2030;*

*(d) The Receiving Parties have not claimed any benefit of such losses, to set-off income/gains to reduce their tax liability on other sources of income;*

- (e) *The Investor shall not be liable for any claim based upon a liability which is contingent, unless and until the quantum of such contingent liability is crystallized and becomes payable;*
- (f) *The Receiving party has taken necessary steps with Tax authorities to mitigate Tax loss such as filing appeals against the order levying such Tax, providing necessary and relevant information and explanations on time etc; and*
- (g) *The Receiving Parties shall not be entitled to recover from the Seller more than once for the same Loss suffered on account of the Tax Indemnity, arising out of the same subject matter, fact, event or circumstance.*

3.6.2 **Survival Period:** *Notwithstanding anything contained in this Agreement, the indemnification obligation of the Investor shall not exceed beyond 30<sup>th</sup> June 2030.*

3.6.3 *Notwithstanding anything contained in this Agreement, the Receiving Parties shall co-operate and provide any necessary assistance and all information relevant to any indemnity Claim by the Receiving Parties in connection with this Agreement (including access to premises and personnel and the right to examine and copy all relevant documents and records) as may be reasonably required by the Investor in any proceeding in relation to such indemnity claim by the Receiving Parties.*

- 5.9. Clause 4 of the Inter-se Agreement shall be deleted and replaced in its entirety with the following:

This Agreement shall be terminated upon transfer of Upside Sharing Securities or Upside Sharing Amount, as the case may be, in accordance with the Inter-se Agreement and the First Amendment Agreement. The termination of the Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; and (b) any provision which by its nature is intended to survive termination.

- 5.10. Clause 6.1(ii) (*Miscellaneous*) of the Inter-se Agreement, shall be deleted and replaced in its entirety with the following:

*(ii) Confidentiality and Disclosure*

The Parties consent to the disclosure of a summary of the terms of the Inter-se Agreement, this First Amendment Agreement, and the arrangements mentioned thereunder and such information required to be disclosed under applicable Law, in the offer documents and other IPO related material, and consent to the Inter-se Agreement, this First Amendment Agreement being included as material contracts and for such documents to be made available for inspection.

- 5.11. Clause 6.2 of the Inter-se Agreement, shall be deleted in its entirety.

## 6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Parties on the Execution Date that each of the representations and warranties set forth in this Clause 6 are true, complete, accurate and not misleading in all respects:

- 6.1. where such Party is a corporate entity, it is duly organized, validly existing under the Laws of the jurisdiction of its incorporation and it is not in receivership or liquidation and has taken no steps to enter into liquidation, and no petition has been presented for its winding-up;
- 6.2. such Party has the full power and authority to enter into, execute and deliver this First Amendment Agreement and to perform its obligations and the transactions contemplated hereby and such Party is duly incorporated or organised with limited liability and validly existing under the Laws of the jurisdiction of its incorporation or organisation, having full corporate power and authority to enter into and perform its obligations under this First Amendment Agreement;
- 6.3. the execution and delivery by such Party of this First Amendment Agreement and the performance by such Party of its obligations and the transactions contemplated hereunder has been duly authorised by all necessary corporate or other action of such Party;
- 6.4. assuming the due authorisation, execution and delivery hereof by the other Parties, this First Amendment Agreement constitute legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- 6.5. the execution, delivery and performance of this First Amendment Agreement by such Party and the compliance by it with the respective terms and provisions thereof will not:
  - (a) violate any provision of the organisational or constitutional or governance documents of such Party (to the extent such Party is a corporate entity);
  - (b) require such Party to obtain any consent or approval from any Governmental Authority or any other authority in a relevant jurisdiction;
  - (c) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound;
  - (d) violate any order against, or binding upon, such Party or upon its securities, properties or businesses; or
  - (e) violate any Law or regulation of such Party's country of organisation or any other country in which it maintains its principal office.

## **7. MISCELLANEOUS**

- 7.1. The provisions of Clause 6.1 (*Incorporated Provisions*), Clause 6.3, Clause 6.4 and Clause 6.5 of the Inter-se Agreement, including to the extent modified pursuant to the above, shall mutatis mutandis apply to this First Amendment Agreement and shall be deemed to be incorporated herein by reference, provided that references therein, to the extent applicable and unless the context otherwise requires, to "this Agreement" shall be deemed to be references to "this First Amendment Agreement".



- 7.2. Notwithstanding anything to the contrary contained in the Inter-se Agreement or the IA, the provisions of this Clause 7.2, Clause 5 and Clause 7 shall survive the expiry or earlier termination of the IA or the Inter-se Agreement. Any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

## **8. TERMINATION**

- 8.1. The Parties agree that this First Amendment Agreement shall stand automatically terminated without any further action or deed required on the part of any Party, on (i) the earlier of the date of expiry of the Exit Period, or the date on which the Board decides not to undertake the IPO, or (ii) such other date as agreed to amongst the Parties in writing, or (iii) such date on which the RHP is filed in relation to an IPO and it is determined basis the valuation of the IPO that the Threshold Exit Price shall not be breached. With respect to any Party, this First Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Shares in the Company, subject to the surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.
- 8.2. Accordingly, in the event of termination of this First Amendment Agreement, the Inter-se Agreement shall remain valid and subsisting without giving effect to any amendments pursuant to this First Amendment Agreement.
- 8.3. In case of termination of this First Amendment Agreement, the Parties agree that provisions of the Inter-se Agreement shall (i) be automatically re-instated to the position as it stood immediately prior to the execution of this First Amendment Agreement within 15 (fifteen) working days; and (ii) shall be deemed to have been continuing during the period from the date of execution of this First Amendment Agreement and its date of termination, without any break or interruption whatsoever. To the extent any specific actions cannot be reversed to *status quo ante*, the Parties will mutually engage in good faith discussions to ensure that, to the fullest extent possible under applicable Law, all of the rights and privileges of the Parties are reinstated to the position they would have been without such actions, including the alteration of the Articles of Association to reinstate the rights of Parties as are available immediately prior to the date of execution of this Second Amendment Agreement.

*[intentionally left blank]*

## SCHEDULE 1

### PART A - PROMOTERS

Sr No	Name	Address
1.	Sunil Kumar Pillai	A10, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
2.	Krishna Raj Sharma	B307, Fem Saroj Apt 7th Cross, 7th Main, LB Shastri Nagar, Bangalore 560 017
3.	Srinivasan Sriram	2022 Learning to Fly 12/2 17th Cross 29th Main 6th Phase, JP Nagar Bangalore 560078

### PART B – EXISTING SHAREHOLDERS


Sr No	Name	Address
1.	Hilda Sunil Pillai	A10, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035

### PART C – EMPLOYEE SHAREHOLDERS

Sr No	Name	Address
1.	Sunil Kumar Pillai	A10, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
2.	Krishna Raj Sharma	B307, Fem Saroj Apt 7th Cross, 7th Main, LB Shastri Nagar, Bangalore 560 017
3.	Srinivasan Sriram	2022 Learning to Fly 12/2 17th Cross 29th Main 6th Phase, JP Nagar Bangalore 560078
4.	Venkatesh R	Rama Padma Nilayam, #525, 14th Cross, ISRO Layout Bangalore 560 078
5.	Subodh Anchan	C/104 N G Complex, Off Military Road Marol, Andheri East Near Ashok Nagar, Mumbai 400 072
6.	Roy Abraham Yohannan	B-004, Vaishnavi Commune, 1st Cross, Thomas Layout, Hadosiddapura, Bangalore 560 035
7.	Brijesh Shrivastava	#5, Nav Anjali CHS Plot No-47, Sector 01, Kopar Khairane Navi Mumbai 400 703
8.	Nagabushana Reddy L	310/SI, SV Virupaksha 7th Main, 14th Cross, HSR Layout, Sector 6 , Bangalore 560 102
9.	Ran Vijay Pratap Singh	704, Block 2, Express Garden, Vaibhav Khand, Indirapuram, Shipra Sun City, Ghaziabad 201 014
10.	Ravindra Kumar Sankhla	A-1 / 15, Sector -11, Rohini, Delhi 110 085
11.	Swaroop M V N	D504, Meadow in the Sun, Owners Court West, Kasavanhalli, Bangalore 560035

**Signed** for and on behalf  
of **IValue Infosolutions Limited**

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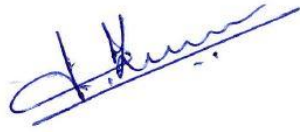
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Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*

**Signed by**

**Sunil Kumar Pillai**

}



.....  
Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*



**Signed by**

**Krishna Raj Sharma**

}



.....

Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*

**Signed by**

**Srinivasan Sriram**

}




Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*

**Signed by**

**Hilda Sunil Pillai**



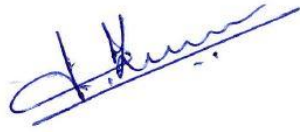
Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*

**Signed by**

**Sunil Kumar Pillai**

}



.....  
Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*



**Signed by**

**Krishna Raj Sharma**

}



.....  
Authorised signatory

*[This is the signature page for the First Amendment Agreement to the Inter-Se Agreement executed by and between inter alia IValue Infosolutions Limited, Promoters, Existing Shareholders, Employee Shareholders and Sundara (Mauritius) Limited]*

**Signed by**

**Srinivasan Sriram**

}



Authorised signatory

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**Signed by**

**Venkatesh R**

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R. Venkatesh

Authorised signatory

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**Signed by**

**Subodh Anchan**

}



Authorised signatory

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**Signed by**

**Roy Abraham Yohannan**

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Authorised signatory

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**Signed by**

**Brijesh Shrivastava**



A handwritten signature in black ink, appearing to read 'Brijesh', is written over a horizontal line. To the left of the signature is a large right-facing curly bracket.

Authorised signatory

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**Signed by**

**Nagabushana Reddy L**

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Authorised signatory

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**Signed by**

**Ran Vijay Pratap Singh**

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Ran Vijay Pratap Singh

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Authorised signatory

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**Signed by**

**Ravindra Kumar Sankhla**

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Authorised signatory

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**Signed by**

**Swaroop M V N**

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M.V.N. Swaroop

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Authorised signatory

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Signed for and on behalf  
of Sundara (Mauritius) Limited

}



.....  
**Wendy Ramakrishnan**  
Authorised signatory

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