LETTER AGREEMENT

This letter agreement ("**Letter Agreement**") is executed at Mumbai on this 30th day of August, 2023 ("**Execution Date**"), by and amongst,

Vertical Holdings II Pte. Ltd., a company incorporated under the laws of Singapore and having its registered office at 12 Marina View, #11-01, Asia Square Tower 2, Singapore (018961) (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors);

AND

Schroders Capital Private Equity Asia Mauritius VII Limited, a company incorporated under the laws of Mauritius and having its registered office at Apex House, Bank Street, Twenty Eight Cyber City, Ebene, Mauritius- 72201 (hereinafter referred to as "**Schroders**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors).

The Purchaser and Schroders are hereinafter collectively referred to as "**Parties**" and each a "**Party**".

WHEREAS:

(A) The Purchaser, Schroders and LEAP India Private Limited, amongst others, have entered into: a share purchase agreement of an even date, as may be amended from time to time ("**SPA**") for the transfer of Sale Shares (as defined in the SPA) ("**Schroders' Sale Transaction**"), by Schroders to the Purchaser.

(B) The Parties are now entering into this Letter Agreement for recording the arrangement between the Purchaser and Schroders in relation to certain provisions of the SPA, solely concerning the Schroders' Sale Transaction.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Letter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions and Interpretation**: Terms capitalized but not defined in this Letter Agreement shall have the meaning ascribed to such terms under the SPA. Provisions of Clause 1.2 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2. **Sale Consideration**:

   2.1 Notwithstanding anything to the contrary under the SPA, solely with respect to the Schroders' Sale Transaction and solely as between the Parties hereto, the Parties hereby agree that the definition of Sale Consideration set out in the SPA shall stand revised as follows:

   *"**Sale Consideration**" shall mean the consideration of INR 210,60,80,760 (Indian Rupees Two Hundred and Ten Crores Sixty Lakhs Eighty Thousand Seven Hundred and Sixty) payable by the Purchaser on the Closing Date (subject to deduction of the WHT Amount) to the Seller in consideration of the transfer of Sale Shares, at a price per Sale Share of INR 199.78 (Indian Rupees One Hundred Ninety Nine point Seven Eight);*

2.2 The Parties agree that other than as set out above, all other provisions of the SPA shall remain unchanged and in full force and effect in accordance with the terms thereof, and the provisions of the SPA, including but not limited to Clause 11 (*Confidentiality*) and Clause 14 (*Miscellaneous*), shall be incorporated herein by reference as if the same were reproduced herein.

3. **Representations and Warranties**: Provisions of Clause 7.1 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

4. **Governing Law and Dispute Resolution**: Provisions of Clause 12.1 and Clause 13 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

5. This Letter Agreement shall be terminated automatically upon the termination of the SPA in accordance with the terms thereof. The Parties agree that notwithstanding anything to the contrary contained in the SPA: (a) this Letter Agreement shall be deemed to be a Transaction Document under the SPA, solely as between the Parties hereto and solely with respect to the Schroders' Sale Transaction; and (b) in case of any inconsistency or conflict between the SPA and this Letter Agreement, this Letter Agreement shall prevail solely in respect of the matters expressly set out herein and solely as between the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Letter Agreement as of the date first above written.

[signature page follows]