LETTER AGREEMENT

This letter agreement ("**Letter Agreement**") is executed at Chennai on this 2nd 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 permitted assigns);

AND

TVS Shriram Growth Fund 3, a scheme of **TVS Shriram Growth AIF Trust**, a trust formed under the Indian Trusts Act, 1882, registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund (AIF vide Registration Number IN/AIF2/17-18/0503) and acting through its investment manager TVS Capital Funds Private Limited, a company incorporated under the Companies Act, 1956 and having its office at 249-A, Ambujammal Street, Alwarpet, Chennai – 600 018, (hereinafter referred to as "**TVS**", 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 TVS are hereinafter collectively referred to as "**Parties**" and each a "**Party**".

WHEREAS:

(A) The Purchaser, TVS 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 TVS' Respective Proportion (as defined in the SPA) of Sale Shares (as defined in the SPA) ("**TVS Sale Transaction**"), among other transactions, to the Purchaser.

(B) The Parties are now entering into this Letter Agreement for recording the arrangement between the Purchaser and TVS in relation to certain provisions of the SPA, solely concerning the TVS 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, provided references therein, to the extent applicable and unless the context otherwise requires, to the "Agreement" shall be deemed to include the references to this Letter Agreement, solely with respect to the TVS Sale Transaction, and solely as between the Parties hereto.

2. **TVS Sale Transaction**:

   2.1 Notwithstanding anything to the contrary under the SPA, solely with respect to the TVS Sale Transaction (including indemnities relating thereto provided by TVS pursuant to Clause 8 of the SPA) and solely as between the Parties hereto, the Parties hereby agree that the Indemnified Parties shall be entitled to make claims against TVS, pursuant to an Indemnification Event (as defined in the SPA) under the SPA: (a) for a breach, misrepresentation or inaccuracy of Fundamental Warranties (as defined in the SPA) of TVS as per Clause 8.1(a) of the SPA; and/or (b) pursuant to Clause 8.1(c) of the SPA, until a period that is the later of: (i) 5 (five) years from the Closing Date; and (ii) any extended tenure (beyond 5 years from Closing Date) of **TVS Shriram Growth Fund 3**, subject to a maximum period of 7 (seven) years from the Closing Date (as defined in the SPA). Accordingly, the time limitations and the Claim Period (as defined in the SPA) as contemplated in Clause 8.8(a) and Clause 8.8(f) of the SPA shall be deemed modified by the time periods provided in this Paragraph 2.1 of this Letter Agreement solely with respect to the TVS Sale Transaction and solely as between the Parties hereto.

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 TVS 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]