ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Assignment Agreement**") is executed on this 12th day of September, 2023 ("**Assignment Execution Date**"), at Mumbai, India, by and amongst

1. **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 "**Vertical**", 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);

2. **KIA EBT Scheme 3**, an irrevocable, contributory and determinate trust established in India by KKR India Advisors Private Limited, represented by its trustee, Catalyst Trusteeship Limited having its office at Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098, Maharashtra, India (hereinafter referred to as "**EBT**", 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);

3. **LEAP India Private Limited,** a company incorporated under the laws of India having CIN U74900MH2013PTC245166 and its registered office at Office #302, 3rd Floor, Ruby Crescent Business Boulevard, Ashok Nagar, Kandivali East, Mumbai, Maharashtra – 400101 (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its, successors and its permitted assigns);

   AND

4. **Mr. Dipesh B Naik**, an individual residing at 311/12, M.A. High School, Ramjharuka Society, 2nd Tower, S. V. Road, Andheri (West), Mumbai, Maharashtra – 400058 (hereinafter referred to as "**Individual Shareholder**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include his successors and permitted assigns).

Vertical, EBT, Company and Individual Shareholder are hereinafter collectively referred to as "**Parties**" and each a "**Party**".

WHEREAS,

1. *Inter alia,* Vertical, Company and the Individual Shareholder, entered into a letter agreement dated August 4, 2023 ("**Minority SPA**") with the Minority Shareholders (*as defined in the Minority SPA*) with respect to acquisition by Vertical of Minority Securities (*as defined in the Minority SPA*) from the Minority Shareholders and certain other transactions as set out in the Minority SPA.

2. In light of the revised understanding and discussion between the Parties, it has now been agreed that EBT shall undertake certain transactions comprising the Minority Transaction (*as defined in the Minority SPA*) contemplated under the Minority SPA, along with Vertical.

3. The Parties now wish to enter into this Assignment Agreement to record the understanding in respect of partial assignment by Vertical of its rights and obligations under the Minority SPA with respect to the transactions proposed to be undertaken by EBT.

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 hereby agree as follows:

1. **Assignment**: Pursuant to Clause 27 of the Minority SPA, on and from the Assignment Execution Date: (i) Vertical hereby assigns all its rights, benefits, obligations and liabilities under the Minority SPA, solely with respect to acquisition by Vertical of 236 Series C1 CCPS, part of the Minority Securities proposed to be transferred by the Individual Shareholder to Vertical and other ancillary transactions comprising the Minority Transactions, related to the foregoing ("**Assigned Items**"), to EBT, and EBT hereby assumes, all of Verticals rights, benefits, obligations and liabilities under the Minority SPA, solely with respect to the Assigned Items; and (ii) EBT shall be deemed to have replaced Vertical under the Minority SPA, as the Investor, with respect to the Assigned Items, as if EBT was an original party to the Minority SPA.

2. The Minority SPA shall be read and construed in conjunction with this Assignment Agreement and in respect of subject matter set out hereunder, this Assignment Agreement shall form an integral part of the Minority SPA. The Minority SPA shall be treated as supplemented in accordance with the provisions of this Assignment Agreement. In the event of any inconsistency or conflict between the Minority SPA and Assignment Agreement in respect of the matters set out herein, this Assignment Agreement shall prevail only to the extent of such inconsistency or conflict.

3. This Assignment Agreement is supplemental to the Minority SPA and Clause 14 (*Notices*), Clause 15 (*Confidentiality*), Clause 20 (*Governing Law*), Clause 21 (*Dispute Resolutions*) and Clauses 22 to 36 of the Minority SPA shall be deemed to be incorporated herein by reference and shall *mutatis mutandis* apply to this Assignment Agreement.

4. The Company and Individual Shareholder agree to the terms of this Assignment Agreement as a confirming party.

(*signature pages follow*)