This Proof-Of-Payment is for obtaining E-SBTR from the selected branch

e-SBTR-Cyber Receipt

GRN NUMBER:		MH008985337202324S
GRN Received Date:		20231004160146
Bank CIN:		69103332023100450869
CIN Date :		04-10-2023 16:01:46
Payment Reference Number :		732485751
Stamp Duty Amount-	0030045501-75	350000.00
Registration Fees Amount-	0030063301-70	0.00
Total :		**350000.00**
Total Amount (In Words):		Three Lakh Fifty Thousand Zero Paise only
District :		7101-MUMBAI
Office Name :		IGR182-BOM1_MUMBAI CITY 1 SUB REGISTRAR
Branch Name:		Lower Parel [West](187)
Financial Year :		2023-2024
Duty Payer Party Name :		Vertical Holdings II Pte Ltd
Duty Payer ID :		FID-202319990K
Article Code :		5(h)(A)(iv)--Agreement creating right and having monetary value
Consideration Amount :		173971421
Property Area :		0.00
Moveability :		NA
Other Payer Party Name :		LEAP India Private Limited
Other Payer Party Id :		PAN-AACCL5087B

Date: October 4, 2023

To,

1. The persons set out in **Annexure 1** hereto ("**ESOP Shareholders**")

2. LEAP India Private Limited ("**Company**")

3. Mr. Sunu P. Mathew ("**Founder**")

Subject: Acquisition of Securities of LEAP India Private Limited ("Company") held by the ESOP Shareholders

1. Vertical Holdings II Pte. Ltd. ("**Investor 1**"), an entity managed/ controlled by Kohlberg Kravis Roberts & Co. L.P. (together with its affiliates, "**KKR**"), the Company and the Founder have entered into share purchase agreements, as amended (collectively, "**Major Shareholders' SPAs**") with the major existing shareholders of the Company (other than the Minority Shareholders, the Founder and Packaging Holding LLP ("**PHLLP**")) (collectively, the "**Major Shareholders**"), whereby Investor 1 has purchased the securities held by such Major Shareholders in the Company.

2. Investor 1 and KIA EBT Scheme 3, represented by its trustee, Catalyst Trusteeship Limited ("**Investor 2**", and collectively with Investor 1, "**Investors**") have entered into a share subscription and purchase agreement, as amended (collectively, "**Founder SSPA**") with the Company, the Founder and PHLLP, subject to the terms and conditions of which, the Investors have: (i) acquired certain equity shares of the Company from PHLLP; and (ii) invested certain amount by way of subscribing to compulsorily convertible preference shares of the Company.

3. Additionally, Investor 1 has also entered into a share purchase agreement ("**Minority Shareholders' SPA**") with certain minor existing shareholders of the Company (other than the Major Shareholders and the Founder) ("**Minority Shareholders**"), whereby Investor 1 has purchased the securities held by the Minority Shareholders in the Company.

4. The transactions contemplated under the Major Shareholders' SPAs, Founder SSPA and Minority Shareholders' SPA shall be collectively referred to as the "**Transaction"**, and the Company and its subsidiaries shall be collectively referred to as "**Group Companies"**. Prior to the Employees' Transaction (*as defined hereinafter*), the Investors collectively hold approximately 80.50% (eighty point five zero percent), on a fully diluted basis, of the share capital of the Company.

5. **Sale and Purchase:** The ESOP Shareholders hold vested stock options of the Company ("**Stock Options"**), which shall be converted into equity shares of the Company, upon exercise by the ESOP Shareholders in accordance with this letter ("**ESOP Securities**"). Details of ownership of the Stock Options and ESOP Securities are as set out in **Annexure 1** (*Details of ESOP Securities*) hereto. The Investors agree to purchase 100% (one hundred percent) of the ESOP Securities from each of the ESOP Shareholders and each of the ESOP Shareholders agrees to sell 100% (one hundred percent) of its respective ESOP Securities, to the Investors, free of encumbrances, along with all attached rights, title, and interests in accordance with the terms and conditions set out in this letter (collectively, the "**Employees' Transaction**"). The Investors, the Company, the Founder and the ESOP Shareholders shall collectively be referred to as "**Parties**" hereinafter. The completion of the sale and purchase of the ESOP Securities in accordance with the provisions of this letter, shall be known as the "**Employees' Closing**".

6. **Exclusivity:** During the term of this letter, no ESOP Shareholder shall enter into negotiations or discussions with any person or entity (other than the Investors), with respect to the sale or other

disposal of (including creation of encumbrance over) with respect to its Stock Options and the ESOP Securities.

7. **Consideration:** The *inter se* proportion in which each of the Investors shall purchase the ESOP Securities shall be intimated in writing by the Investors to the Company and each ESOP Shareholder, at least 2 (two) business days prior to the Employees' Closing Date. The aggregate consideration for the purchase of the ESOP Securities by the Investors shall be INR 17,39,71,420.70 (Indian Rupees Seventeen Crores Thirty Nine Lakh Seventy One Thousand Four Hundred and Twenty Point Seven Zero only) ("**ESOP Securities Purchase Price**") which shall be paid by the Investors to each ESOP Shareholder in the proportion as set out in **Annexure 1** (*Details of ESOP Securities*) hereto ("**Respective Proportion**"), provided that, the Investors shall bear the requisite stamp duty amounts on the ESOP Securities Purchase Price in Respective Proportion, as set out in **Annexure 1** (*Details of ESOP Securities*).

8. **Condition Precedent and other Pre-Closing Actions:** The Employees' Closing shall be conditional upon completion of the conditions precedent set out in **Annexure 2** *(Conditions Precedent)* hereto.

9. **Employees' Closing Date**: The Employees' Transaction shall be consummated on such date as may be intimated by Investor 1 to the ESOP Shareholders, in writing, which date shall be no later than 12 (twelve) business days from the completion of the conditions precedent set out in Paragraph 8 (*Condition Precedent and other Pre-Closing Actions*) of this letter and shall fall in the same calendar month during which Stock Options are converted to ESOP Securities (the "**Employees' Closing Date**). On the Employees' Closing Date, the Investors and each of the ESOP Shareholders shall effect the consummation of the Employees' Transaction, by undertaking the following actions: (a) the Investors shall issue irrevocable wire instructions to their respective banks to remit amounts (in proportion of the ESOP Securities being purchased by each of the Investors) equal to ESOP Securities Purchase Price , in the Respective Proportion of each ESOP Shareholder, to the designated bank accounts of the respective ESOP Shareholders in India as provided to the Investors as part of Paragraph 1 of Part A of **Annexure 2** (*Conditions Precedent*) (each, a "**Bank Account**"), without any reduction, adjustment set-off, or withholding of any nature, by way of wire transfer of immediately available funds, and deliver to the ESOP Shareholders (including by way of email) a copy of the 'UTR Number' issued by the Investors' bank evidencing such remittance; and (b) simultaneously with (a) above, each ESOP Shareholder shall deliver the duly signed share transfer forms in Form SH-4 to the Investors ("**Share Transfer Form**"). Immediately upon receipt of the Share Transfer Form, the Investors shall execute the Share Transfer Form and deliver the duly executed and stamped Share Transfer Form to the Company. Additionally, at the direction of the Investors, either Investor 1 or the ESOP Shareholder that are required to file Form FC-TRS as per the provisions of the Foreign Exchange Management Act, 1999 (along with rules, regulations, circulars, notifications, issued thereunder, and in each case, as amended from time to time, "**FEMA**"), shall within 10 business days of the Employees' Closing Date file form FC-TRS (and all ancillary/supporting documents thereto in a form acceptable to relevant authorized dealers) (if applicable) with their respective authorised dealers and provide to the Investors, the evidence of such filings as well as a copy of the acknowledgement of such form FC-TRS from the authorized dealer. All Parties undertake to sign and deliver all documents as may be required by the aforementioned authorised dealer as part of the form FC-TRS. Within a period of 30 (thirty) days from the Employees' Closing Date, the Company shall deliver to the Investors, the final executed version of report of the Draft 56(2)(x) Valuation Report (*as defined under Part A of Annexure 2*), for the period ended July 31, 2023, prepared by the practicing chartered accountant, that prepared the Draft 56(2)(x) Valuation Report, in the same form as the Draft 56(2)(x) Valuation Report.

10. **Authority Warranties:** As of the date of this letter and as of the Employees' Closing Date, each Party, severally (and not jointly or jointly and severally), represents and warrants to each of the other Parties as of the date of execution of this letter ("**Execution Date**") and as of the

Employees' Closing Date that ("**Authority Warranties**"): (a) such Party has the full power and authority to enter into, execute and deliver this letter and to perform the transactions contemplated hereby and thereby; (b) the execution and delivery by such Party of this letter and the performance by such Party of the transactions contemplated hereby and thereby have been duly authorised by all necessary action of such Party; (c) this letter has been duly executed and delivered by such Party and, assuming the due authorisation, execution and delivery by the other parties hereof and thereof, this letter constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with their respective terms; (d) the execution, delivery and performance of this letter by such Party and the consummation of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (with notice or lapse of time or both) a default under or entitle any counterparty to terminate, modify or otherwise cancel, any material contract to which such Party is a party or by which such Party's assets are bound; (ii) violate any order against, or binding upon, such Party or upon its respective securities, properties or businesses; or (iii) violate any Applicable Laws; (iv) require any intimation to or approval from any Governmental Authority or any third parties (other than as specifically provided under this letter); (v) violate any provision of its constitutional documents (if it is not a natural person); and (e) there are no actions or orders pending against such Party which would reasonably be expected to adversely affect such Party's ability to duly perform this letter to which it is a party or the enforceability of this letter against such Party.

11. **Title Warranties:** As of the date of this letter and as of the Employees' Closing Date, each of the ESOP Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investors as of the Execution Date and as of the Employees' Closing Date that ("**Title Warranties**"): (a) The ESOP Shareholder is the sole and absolute legal and beneficial owner, free of all encumbrances, of its Respective Proportion of the Stock Options or ESOP Securities, as the case may be, as set out in **Annexure 1** (*Details of ESOP Securities*); and holds valid title to such Stock Options and ESOP Securities, as the case may be, with full right and authority to sell and deliver the same to the Investors under this letter, and on the Employees' Closing Date, will convey to the Investors good, valid and marketable title to such ESOP Securities, free and clear of all encumbrances, and shall not be subject to any other rights pursuant to any contract. No other person has any right to the Respective Proportion of the Stock Options and ESOP Securities, as the case may be, or any right to receive any consideration in respect of the Respective Proportion of the Stock Options and ESOP Securities, as the case may be; (b) The Stock Options and ESOP Securities, as the case may be, held by the ESOP Shareholders have been granted and allotted to the ESOP Shareholders in compliance with Applicable Laws; (c) There is no dispute in existence nor is there any circumstance which might give rise to any dispute or action against the ESOP Shareholders in respect of the Stock Options and ESOP Securities, as the case may be, and the ESOP Shareholder's entitlement to transfer the ESOP Securities; (d) Other than under this letter, the ESOP Shareholders have not entered into any agreements or arrangements in respect of the ESOP Securities or any part thereof, or its membership in the Company, or for the transfer or other disposal of the ESOP Securities, or Stock Options, as the case may be, or any of them with or in favour of any person, nor are there any orders restricting the transfer of the ESOP Securities; (e) The ESOP Shareholders have not executed any power of attorney or any letter of authority or proxies in respect of the Stock Options or ESOP Securities, as the case may be, in favour of any person; (f) there are no agreements or understandings executed by (or otherwise binding on) the ESOP Shareholder, in respect of: (i) rights of any person to acquire a shareholding in or beneficial rights to the share capital of the Company or its subsidiaries, (ii) voting or similar arrangements in relation to the Company or its subsidiaries, and/or (iii) options or other securities, by whatever name called, exercisable, convertible or exchangeable now or in the future and contingent or otherwise, any of which entitle or may entitle any person to create or require to be created any encumbrance over any of its Respective Proportion of the Stock Options or ESOP Securities, as the case may be; (g) Neither the ESOP Shareholders nor any of its affiliates or related parties or relatives has entered into, or is party to, any transaction, agreement or understanding (whether in writing or not) with any of the Group

Companies (including in relation to any transaction, monitoring or sponsor fees); (h) There are no tax related actions in relation to the ESOP Shareholders under the IT Act that may reasonably be expected to result in the voidance of this letter by the ESOP Shareholders, the creation of encumbrance on the Respective Proportion of the Stock Options or ESOP Securities, as the case may be, or otherwise prevent the ESOP Shareholders from performing its obligations under this letter, or render any of the transactions contemplated hereby void or voidable, under Section 281 of the IT Act. All tax payments as applicable under the IT Act which have fallen due for payment have been discharged by the ESOP Shareholders, in accordance with Applicable Law. No written notice under Rule 2 of the Second Schedule of the IT Act has been served on the ESOP Shareholders. For the purpose of this letter, (y) "**Tax**", "**Taxes**" or "**Taxation**" shall mean all forms of direct and indirect taxation, duties, charges, contributions, levies, imposts and social security (or similar) charges of any kind whatsoever in India, including without limitation corporate income tax, any other form of withholding tax, minimum alternate tax, provident fund, employee state insurance and gratuity contributions, value added tax, central sales tax, customs and central excise duties, capital gains tax, stamp duty, dividend distribution tax, securities transaction tax, goods and services tax, cesses, employment taxes, other municipal, provincial, state or local taxes and duties, whether disputed or not, together with any charges, interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in India which arise as a result of the failure to pay any Taxes on the due date or to comply with any obligation relating to Tax; and (z) "**IT Act**" shall mean the (Indian) Income Tax Act, 1961 and (Indian) Income-tax Rules 1962, together with all applicable by-laws, rules, regulations, circulars, notifications, orders, ordinances, directions and similar legal enactments, in each case issued under the (Indian) Income Tax Act 1961, as amended and supplemented from time to time.

12. **Taxes and Covenants**: Each of the ESOP Shareholders and the Investors shall be liable to make payment of all respective taxes and mandatory charges applicable to them, on sale and purchase of ESOP Securities under this letter. It is further clarified that the tax on the sale of ESOP Securities shall be borne by the respective ESOP Shareholder and the Investors shall not bear the same, including as a representative assessee, due to the acquisition of the ESOP Securities from the ESOP Shareholder in the manner contemplated in this letter. Each ESOP Shareholder agrees to the covenants and undertakings set out in **Annexure 3** (*Covenants*) hereto.

13. **Tax Warranties:** Each of the ESOP Shareholders severally (and not jointly or jointly and severally), represent and warrant to the Investors, as of the Execution Date and as of the Employees' Closing Date ("**Tax Warranties**") that the representations and warranties set out in **Annexure 4** (*Tax Warranties*) hereto, are true and correct.

14. **Indemnity:**

(a) On and from the Employee's Closing Date, each ESOP Shareholder (the "**Indemnifying Party**"), severally and not jointly with the other ESOP Shareholders, shall indemnify, defend and hold harmless the Investors, its respective directors, officers, representatives, employees and agents, if any, ("**Indemnified Persons**") against any and all direct and actual losses, suffered or incurred by any Indemnified Person owing to or arising out of or in connection with breach of any representations, warranties, undertakings or covenants made by the Indemnifying Party or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party pursuant to this letter. The liability of the Indemnifying Party under this letter shall be limited to the consideration received by such Indemnifying Party under this letter. Unless otherwise agreed in writing between the respective ESOP Shareholder and the Investors, the Indemnifying Parties shall not be liable in respect of any indemnity claim under this Paragraph 14 (*Indemnity*), unless a written notice in respect of such indemnity claim is given by or on behalf of the Indemnified Persons to the relevant Indemnifying Party before the expiry of 7 (seven) years from the end of the financial year in which the Employees' Closing Date occurs.

(b) Each ESOP Shareholder severally and not jointly with the other ESOP Shareholders, shall indemnify, defend and hold harmless the Company, its respective directors, officers, representatives, employees and agents, if any, against any and all direct and actual losses, suffered or incurred by them owing to or arising out of or in connection with failure by such ESOP Shareholder to pay the tax deductible at source to the Company applicable in relation to the exercise of the respective Stock Options held by such ESOP Shareholder.

15. **Notices**: Each notice, demand or other communication given or made under this letter shall be in writing and delivered or sent to the relevant party hereto by: (i) hand delivery, registered post, or courier service of repute at its address; or (ii) email at its email address set out in **Annexure 5** (*Notice Details of the ESOP Shareholders*) (or such other address, and email address as the addressee has by 5 (five) business days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered: (i) if delivered in person or by messenger, when proof of delivery is obtained by the delivering party; (ii) if sent by post or courier within the same country, 3 (three) business days or upon proof of delivery being received by the sender, whichever is earlier; (iii) if sent by post or courier outside the country, 6 (six) business days or upon proof of delivery being received by the sender, whichever is earlier; (iv) if sent by email, upon confirmation of receipt of transmission.

16. **Confidentiality:** Each Party shall keep: (i) all information and other materials passing between them and the other Parties in relation to the transactions contemplated by this letter (including all information concerning their respective people, operations, processes, plans or intentions, market opportunities and business affairs, transactions and financial arrangements); and (ii) all information that relates to the process and/ or negotiations involving the Transaction (collectively, "**Information**") confidential and shall not without the prior written consent of the relevant Parties, divulge or disclose the Information to any other person or use the Information other than for carrying out the purposes of the Transaction, except: (a) to the extent that such Information is in the public domain other than by breach of this letter; (b) to the extent that such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply; (c) in so far as it is disclosed to affiliates of any Party, or such Party's or its affiliates' directors, officers, employees, members, partners, agents or professional advisers, or (with respect to the Investors), potential financing sources, potential insurers and other representatives, on a need to know basis provided that such Party shall direct that such recipients treat such Information as confidential; (d) to the extent that any of such Information is later acquired by a Party or its affiliates or their respective representatives from a source who, to the knowledge of such Party, is not legally obligated to keep such Information confidential; (e) to the extent that any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto (other than as a result of any breach of this Paragraph 16 (*Confidentiality*)); (f) to the extent that any Information, shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto; (g) disclosure of Information to the auditors, directors, limited partners, insurers, employees or professional advisors of a Party or of its affiliates, on a need to know basis, and provided that the disclosing Party shall procure that such persons treat such Information as confidential on terms equivalent to this Paragraph 16 (*Confidentiality*); (h) disclosure required to comply with accounting policies or professional standards, or a bona fide document retention policy, or to the extent that such Information is retained in a standard archival or computer back-up system in the ordinary course of business, provided that, any Information retained by a Party shall be maintained subject to confidentiality pursuant to the terms of this letter, and such archived or back-up Information shall not be accessed except as required by Applicable Law or under the terms of this letter; and (i) disclosure of Information by the Investors to any: (i) potential direct/ indirect transferees of the ESOP Shareholders (or other Securities of the Investors and/or their affiliates); (ii) potential sources of debt or equity financing of the Investors and/or their affiliates; or (iii) insurers to the Investor

and/or their affiliates, and in each case their representatives and advisors, provided that the Investors shall procure that such persons treat such Information as confidential on terms equivalent to this Paragraph 16 (*Confidentiality*). On and from the Employees' Closing Date, the ESOP Shareholders shall keep all information in relation to the Company ("**Company Information**") confidential, and shall not without the prior written consent of Investor 1, divulge the Company Information to any other person, or use it for any purpose, except for or in relation to situations/ events specified in (a) to (i) of this Paragraph 16 (*Confidentiality*).

17. In the event that this letter is terminated prior to the Employees' Closing Date: (i) the Investors shall, on written demand of the Company or the ESOP Shareholders, promptly return/ destroy the Information in relation to the Company or relevant ESOP Shareholders (who has made such request) in its possession, together with any copies in its possession, and shall confirm compliance of this Paragraph 17 to the Company or the relevant ESOP Shareholders (as the case may be); and (ii) the Company and each of the ESOP Shareholders shall on written demand of Investor 1, promptly, return/ destroy the Information in their possession, together with any copies in their possession (or in the possession of any of their employees, officers, advisors and agents), and shall confirm compliance of this Paragraph 17 to the Investors (in each case, except (x) as required by Applicable Law or professional standards or bona fide internal compliance policies or procedures and (y) that any Information stored in electronic media shall be destroyed to the extent practicable).

18. **Return/ Destruction of Information:** After the Employees' Closing Date, upon written request of Investor 1, each of the ESOP Shareholders shall promptly, return/ destroy all Company Information in their possession, together with any copies in their possession, and shall confirm compliance of this provision to Investor 1 (except (x) as required by Applicable Law or professional standards or bona fide internal compliance policies or procedures, or by this letter, and (y) that any Company Information stored in electronic media shall be destroyed to the extent practicable).

19. No announcements or other disclosures concerning the transactions contemplated by the letter or in relation to the Transaction shall be made by any Party save in 'agreed form', if required under Applicable Law or with the prior written consent of the Parties.

20. The confidentiality obligations under paragraph 17 and 18 above shall no longer have any force and effect upon the expiry of 2 (two) years from the termination of this letter. Notwithstanding anything to the contrary contained herein, after Employees' Closing, confidentiality obligations under this letter shall not be applicable to the Investors with respect to Company Information (including any Information relating to the Company).

21. **Governing Law**: Except as set forth in Paragraph 22 (*Dispute Resolution*) below, this letter shall be governed by and construed in accordance with the Laws of India.

22. **Dispute Resolution**: Resolution of any dispute under this letter shall be governed by the Laws of Singapore. Any dispute arising out of or in connection with this letter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated in reference to this Paragraph 22 (*Dispute Resolution*). The seat and the venue of arbitration shall be Singapore; provided that, without prejudice to the choice of venue and/or seat of arbitration in this letter, the arbitral tribunal shall have discretion for the convenience of the disputing parties and cost-efficiency of the arbitration to conduct proceedings in an alternative location, including Mumbai. The claimant(s) shall nominate 1 (one) arbitrator and the respondent(s) shall, nominate 1 (one) arbitrator. The 2 (two) party-nominated arbitrators will then attempt to agree for a period of 15 (fifteen) days, in consultation with the parties to the arbitration, upon the nomination of the third

arbitrator who shall be the presiding arbitrator of the tribunal, barring which the Court of SIAC shall select the third arbitrator (or any arbitrator that the claimant(s) or respondent(s) shall fail to nominate in accordance with the foregoing). The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation. The decision of the arbitral tribunal shall be final and binding on all the Parties. The Parties agree that other than Section 9 of the Indian Arbitration and Conciliation Act, 1996, the provisions of Part I of the Indian Arbitration and Conciliation Act, 1996 shall not apply to any arbitration under this letter.

23. **No Partnership**: The Parties expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership Law. The Parties do not intend to be partners to one another or partners as to any third party, or create any fiduciary relationship amongst themselves. To the extent that any Party, by word or action, represents to another person that any other Party is a partner or that the Company is a partnership, the party making such representation shall be liable to the other Parties that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including towards any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened action) arising out of or relating to such representation.

24. **No Agency**: No Party shall act as an agent of the other Party or have any authority to act on behalf of any other Party.

25. **Independent Rights**: Each of the rights of the Parties hereto under this letter is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this letter or otherwise.

26. **Counterparts**: This letter may be executed in one or more counterparts, each of which shall be deemed an original as against the Party that signed it and all of which when taken together shall constitute one and the same document, and any Party may execute this letter by signing any one or more of such originals or counterparts. This letter shall be effective upon delivery of one executed counterpart from each Party to the other parties. The delivery of executed signature pages by facsimile or email transmission that includes a copy of the signature(s) of the sending party(ies) is as effective as signing and delivering the counterpart in person.

27. **Amendment/Modification**: No modification, amendment or waiver of any of the provisions of this letter shall be effective unless made in writing specifically referring to this letter and duly signed by each of the Parties.

28. **Assignment**: Neither the Company nor any of the ESOP Shareholders shall assign or transfer, either in whole or in part, any of its rights and obligations under this letter to any person. The Investors are permitted: (i) to assign any of their rights, liabilities or obligations under this letter to any of their affiliates or to any transferee of the ESOP Securities; or (ii) to collaterally assign their rights (but not their obligations) under this letter to any lender providing financing to the Investors, in each case, without the prior written consent of the other Parties to this letter.

29. **Waiver**: No waiver of any provision of this letter or consent to any departure from it by any Party shall be effective unless it is in writing signed by the Party giving such waiver or consent to such departure. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct.

30. **Severability**: Each provision under this letter shall be treated as a separate provision and shall be

severally enforceable as such in the event of any other provision being or becoming or being declared by a court of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part. Any such illegal, invalid or unenforceable provision shall be deemed to be deleted from this letter and such deletion shall not affect the enforceability of the remainder of this letter not so deleted provided the fundamental terms of this letter are not altered. Further, the Parties shall negotiate in good faith to agree upon one or more provisions to be substituted for such deleted provision, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

31. **Survival**: The termination of this letter shall be without prejudice to any rights or obligations accrued to or in respect of the Parties prior to the date of termination and shall not release any Party from any liability that at the time of termination has already accrued, or which thereafter may accrue in respect of any act or omission taken or suffered prior to or on such termination, nor shall any such termination hereof affect in any way the survival of any right, duty or obligation of any such Party which is expressly stated to survive termination. In this regard, the provisions set forth in Paragraphs 15 (*Notices*), 16 to 17 (*Confidentiality*), 21 (*Governing Law*), 22 (*Dispute Resolution*), 38 (*Termination*), and Paragraphs 23 to 37 of this letter hereof, shall remain in effect together with such provisions that expressly or by necessary implication will continue to remain in force following the expiry or termination of this letter or any part thereof.

32. **Entire Agreement**: This letter shall supersede all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this letter, and this letter, together with any amendments or modifications thereof, along with the Annexures, Appendices and Schedules contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

33. **Remedies**: This letter shall be specifically enforceable at the instance of any Party. Each Party agree that the other Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any breach of this letter by any Party, and the remedies at law in respect of such breach will be inadequate (and each Party hereby waives the claim or defence that an adequate remedy at Applicable Law is available) and that each Party shall be entitled to seek specific performance against the other Parties for performance of its obligations under this letter in addition to and without prejudice to its rights to claim damages and compensation and any other rights available to it under this letter or under the process of Applicable Law or any equitable remedies available to it.

34. **Costs and Expenses**: Except as contemplated in this letter, each of the ESOP Shareholders and the Investors shall bear (i) their respective legal, accounting, professional and advisory fees, commissions and other costs and expenses (including Taxes) incurred in connection with this letter and the transactions contemplated herein; and (ii) all the costs and expenses relating to stamping in connection with this letter and any transfer Taxes (other than the payment of stamp duty on the transfer of the Respective Proportion of ESOP Securities and in relation to the execution of this letter) imposed with respect to any transaction contemplated under this letter. In case any of these costs have been paid by the Investors and/or the Company, the ESOP Shareholders shall forthwith, upon demand, and in their Respective Proportion, pay to reimburse such amounts to the Investors and/or the Company, as applicable. Each ESOP Shareholder shall be liable to pay the tax deductible at source to the Company that is applicable on the exercise of the respective Stock Options held by such ESOP Shareholder in accordance with this Agreement. The Investors shall be liable for payment of stamp duty on the transfer of ESOP Securities in their Respective Proportion of the ESOP Securities and the stamp duty payable in relation to execution of this letter.

35. **Cooperate**: Each of the Parties hereto shall cooperate with the others and execute and deliver to the others such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and

intended purpose of this letter and to cause the fulfilment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this letter.

36. **Further Acts**: Each of the Parties undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this letter.

37. **Benefits of Agreement**: This letter and the respective rights and obligations of the Parties under this letter shall inure to the benefit of and be binding on their respective successors, heirs, executors, administrators and permitted assigns, as the case may be. The Parties agree that nothing expressed or implied in this letter is intended or shall be construed to confer upon or give any person other than the Parties hereto any rights or remedies by reason of this letter or any transaction contemplated by this letter, except that the provisions of Paragraph 14 (*Indemnity*) shall be for the benefit of each of the Indemnified Parties and this Paragraph 37 (*Benefits of Agreement*) shall be for the benefit of each Non-Liable Person, in each case, as if such persons were a party to this letter and any of them shall have the right to invoke the benefit of such provisions, as the case may be. Only the Parties shall have any obligation or liability under this letter. Notwithstanding anything that may be expressed or implied in this letter, no recourse under this letter shall be had against any current or future affiliate of the Investors, any current or future direct or indirect shareholder, member, general or limited partner, controlling person or other beneficial owner of the Investors or any such affiliate of the Investors, any of their respective members, partners, controlling persons, directors, officers, employees, consultants, accountants, legal counsel, advisors, agents, investors, funding sources and other representatives, or any of the successors and assigns of each of the foregoing (collectively, "**Non-Liable Persons**"), whether by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other Applicable Law or by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of any person against any Non-Liable Person, in equity or at law, in contract, tort or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Liable Person for any obligation of the Investors under this letter or for any claim based on, in respect of or by reason of such obligations or their creation. Each Non-Liable Person shall be an express third party beneficiary of, and shall be entitled to directly enforce, this Paragraph 37 (*Benefits of Agreement*).

38. **Termination**: This letter shall terminate prior to the Employees' Closing Date: (i) automatically, if the Employees' Closing Date does not occur on or before October 31, 2023, unless extended mutually in writing between the Investors and the ESOP Shareholders; or (ii) pursuant to mutually written agreement of the Parties.

39. **ABAC Covenants and Warranties**: The ESOP Shareholders shall not use any proceeds transferred pursuant to this letter in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, and shall not directly or knowingly indirectly transfer such proceeds to or for the benefit of any Sanctioned Person or otherwise in violation of Sanctions. The ESOP Shareholders shall immediately notify the Investors upon any violation or potential violation of Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions by the ESOP Shareholders, or any of their respective affiliates (including but not limited to the commencement of any investigation or inquiry by any Governmental Authority into any such violations or potential violations), and agree to cooperate with any compliance audit or inquiry by Investors in relation to such non-compliance and/ or action. Each ESOP Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investors as of the Execution Date and as of the Employees' Closing Date that ("**ABAC Warranties**"): (a) No action relating to any actual or alleged violation by the ESOP Shareholders of Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions, is

pending or, to the knowledge of the ESOP Shareholders, threatened; (b) No funds, proceeds or assets contributed or invested by the ESOP Shareholders into any Group Company, were obtained or derived from any unlawful or criminal activity (including without limitation activity in violation of Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions). For the purpose of this Paragraph 39 (*ABAC Covenants and Warranties*) and for this letter, please see below the meanings of the following defined terms: "**Anti-Corruption Laws**" shall mean any Laws related to corruption or bribery applicable to the Company and/or the ESOP Shareholders and their respective operations from time to time, including but not limited to: (i) the U.S. Foreign Corrupt Practices Act 1977, (ii) the UK Bribery Act 2010, (iii) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, (iv) the Prevention of Corruption Act, 1988 of India, and (v) any similar laws in any other jurisdiction in which the Company operates, in each case to the extent applicable and as amended from time to time; "**Anti-Money Laundering Laws**" shall mean any anti-money laundering-related Laws and codes of practice applicable to the Company and/or the ESOP Shareholders and their respective operations from time to time, including: (i) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, (ii) the USA PATRIOT Act, (iii) the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same, and (iv) the Indian Prevention of Money Laundering Act, 2002, in each case to the extent applicable and as amended from time to time; "**Applicable Law(s)**" or "**Law(s)**" shall mean and include statutes, enactments, acts of legislature or the parliament, laws, regulations, ordinances, notifications, rules, judgments, orders, decrees, by-laws, approvals, government resolutions, directives, guidelines, policies, requirements, or other governmental restrictions or any similar form of decision of, or determination by any Governmental Authority, or any interpretation or adjudication having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question; "**Export Control Laws**" means the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations; the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008) and its implementing rules and regulations; and other similar export control laws or restrictions of India or otherwise applicable to the Company from time to time; "**Government**" or "**Governmental Authority(ies)**" shall mean: (i) any supra-national, national, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (ii) any agency or instrumentality of any of the authorities referred to in sub-paragraph (i) above; (iii) any regulatory or administrative authority, body or other similar organisation, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of Law; or (iv) any court or tribunal having jurisdiction, any other judicial, quasi-judicial, regulatory authority, or arbitrator(s); and (v) the governing body of any stock exchange(s); "**Government Official**" shall mean any officer, employee or other person acting in an official capacity on behalf of (i) any Governmental Authority or any department or agency of a Government, including elected officials, judicial officials, civil servants and military personnel, children, spouses, siblings or parents of a Government Official; (ii) any public international organization, such as the World Bank; (iii) any company or business that is owned or Controlled by a Governmental Authority; and (iv) any political party, as well as candidates for political office; "**Sanctions**" shall mean the trade, economic and financial sanctions laws, regulations, trade embargoes or restrictive measures administered, enacted, or enforced from time to time by any Sanctions Authority; "**Sanctioned Jurisdiction**" shall mean any country or territory that is the subject of country- or territory, -wide Sanctions (including Cuba, Iran, North Korea, Syria, Russia, Belarus or the Crimea, Donetsk, Luhansk, Zaporizhzhia, and Kherson regions of Ukraine); "**Sanctioned Person**" shall mean any individual or entity: (i) identified on any list of designated individuals or entities maintained by any Sanctions Authority (including, but not limited to, the Specially Designated Nationals and Blocked Persons List administered by the U.S. Treasury Department's Office of Foreign Assets Control); (ii) domiciled, organized or resident in, or the government of, a Sanctioned Jurisdiction; (iii) owned 50% (fifty percent) or more, or controlled by, or acting on behalf of, directly or indirectly, any individual or entity described in the foregoing paras (i) or (ii); or (iii) otherwise subject to or the target of Sanctions; "**Sanctions Authority**" shall mean the United States government (including the U.S. Department of State, the U.S. Department of Commerce, and U.S. Treasury Department's Office of Foreign Assets Control), the United Kingdom (including Her Majesty's Treasury), the United Nations Security Council, the European Union or any of its member states or any other relevant governmental agency or regulatory body that implements or enforces Sanctions.

40. **Release**: Each Releasing Party agrees that, subject to and with effect from the Employees' Closing Date, such Releasing Party (on behalf of itself and its former, present and future affiliates) shall be deemed to have irrevocably and unconditionally released, waived and discharged for all purposes any and all of its and its former, present and future affiliates' rights, claims and losses of any nature, in law or equity, that such Releasing Party or its former, present and future affiliates, or its or their respective assigns, successors and transferees have or may have against the Released Parties, including, in relation to any amounts payable and/or due by the Released Parties relating to the Released Parties' obligations and all liabilities arising out of or in relation to, any events prior to the Employees' Closing Date or any contract entered into prior to the Employees' Closing Date between the Releasing Party and Released Party ("**Previous Agreements**"). For the purposes of this Clause, the term (A) "**Releasing Party**" shall mean each of the ESOP Shareholders (severally not jointly); and (B) "**Released Party**" shall mean, the Company and its affiliates and its former, current and future directors, officers, employees, shareholders, members, agents, assigns, successors, from time to time.

41. **Waiver**: Each of the ESOP Shareholders hereby waives, on behalf of itself and its affiliates, successors and assigns their respective rights (if any) under the Previous Agreements and the charter documents of the Company, in relation to the transactions contemplated under this letter and the transactions contemplated in Paragraph 1, Paragraph 2 and Paragraph 3 of this letter.

42. **Exercise of Rights as a Block**: Any exercise of rights by Investor 1 shall be deemed to be an exercise of rights by both Investor 1 and Investor 2 jointly.

Kindly confirm your acceptance of the terms of this letter by affixing your signature below.

(*signature pages annexed separately*)

ANNEXURE 1
DETAILS OF THE ESOP SECURITIES

#	Name	Number of shares held	Name of the Purchaser	ESOP Securities Purchase Price (INR)
1.	Sujit Cherian	525	KIA EBT Scheme 3	104,884.50
		6,49,475	Vertical Holdings II Pte. Ltd.	129,752,115.50
2.	Harish Vasant Rane	65,000	Vertical Holdings II Pte. Ltd.	12,985,700
3.	Anuj Verma	50,000	Vertical Holdings II Pte. Ltd.	9,989,000
4.	Samit K Sinha	50,000	Vertical Holdings II Pte. Ltd.	9,989,000
5.	Rajesham Buchirajam Alle	45,000	Vertical Holdings II Pte. Ltd.	8,990,100
6.	Sameer Ahuja	10,815	Vertical Holdings II Pte. Ltd.	2,160,620.70
	Total	**870,815**	-	**173,971,420.70**

ANNEXURE 2
CONDITIONS PRECEDENT

PART A - ESOP SHAREHOLDERS' CONDITIONS PRECEDENT

1. Each ESOP Shareholder shall have provided to the Investors, its bank account details in India, in which the ESOP Securities Purchase Price in respect of such ESOP Shareholder should be deposited by the Investors in accordance with this Agreement;

2. Immediately upon: (i) all the other conditions precedent set out in this Part A of Annexure 2; and (b) conditions precedent set out in Paragraph 2 of Part B of Annexure 2 having been completed, each ESOP Shareholder shall have: (i) paid the 'exercise price' of INR 1 per Stock Option for exercise of the Stock Options; (ii) issued post-dated cheques (of the same bank, the details of which are provided by such ESOP Shareholder under Paragraph 1 above), in favour of the Company with respect to his/her TDS Amount payable on ESOP Securities ("**PDCs**")); and (iii) duly filed and signed application to exercise the Stock Options;

3. Each ESOP Shareholder shall have provided to Investors, documents (including but not limited to consent letters and declarations) prescribed under applicable law in the form required by Investors and/or its authorized dealer required to be enclosed along with each Form FC-TRS (which is to be filed in the Single Master Form format) in accordance with FEMA;

4. Each ESOP Shareholder shall have provided to the Investors, copies of the duly undated, unsigned and filled-up Share Transfer Forms required to transfer their securities to the Investors under the terms of this letter;

5. Each ESOP Shareholder shall have provided to the Investors, certified true copy of its 'Permanent Account Number';

6. Each ESOP Shareholders shall have delivered to the Investors, a status report issued by a reputed Chartered Accountant ("**281 Status Report**"), in the form and manner acceptable to the Investors on a reliance basis, setting out the list of any pending tax demands and pending tax actions in relation to such ESOP Shareholders along with an opinion from the reputed Chartered Accountant with respect to its view on the pending tax litigations specifying that on the date of issue of the 281 Status Report, such ESOP Shareholders does not have any outstanding or disputed tax liability or pending tax actions in India that may warrant the sale of the ESOP Securities to the Investors to be void under Section 281 of the IT Act or where such actions subsist, such ESOP Shareholder has sufficient financial resources to meet such liability;

7. The Investors shall be provided with a valuation certificate, in a form and manner acceptable to the Investors, prepared by a SEBI registered 'Category I' merchant banker or a chartered accountant dated no earlier than 1 (one) month prior to the Employees' Closing Date, certifying the price of the securities of the Company in accordance with any internationally accepted pricing methodology in accordance with the Foreign Exchange Management Act, 1999 and the rules and regulations notified by Governmental Authorities pursuant thereto;

8. The Company shall deliver to the Investors, a draft valuation report, in a form and manner acceptable to the Investors, of the securities of the Company prepared by a practicing chartered accountant, for the period ended July 31, 2023 certifying the fair market value of the securities of the Company in accordance with Section 50CA and Section 56(2)(x) of the IT Act and prescribed method under Rule 11U, Rule 11UA and Rule 11UAA of the Income Tax Rules, 1962 ("**Draft 56(2)(x) Valuation Report**"); and

9. Each ESOP Shareholder shall have delivered to the Investors, the Tax Certificate in relation to their Respective Proportion of the ESOP Securities.

For the purpose this letter, “**Tax Certificate**” for the ESOP Shareholder means an opinion, along with a reliance letter, from a reputed Chartered Accountant in the form and manner acceptable to Investors, confirming that: (i) the ESOP Shareholder is resident of India in the financial year in which the Employees’ Closing takes place (subject to such ESOP Shareholder adhering to the Tax Covenants prescribed in case of ESOP Shareholders under Annexure 3 of this letter), and (ii) the Investors should not be required to withhold taxes in respect of the Respective Proportion of the ESOP Securities Purchase Price payable to such ESOP Shareholder in respect of the ESOP Securities. The opinion shall take into account any additional facts or information requested by the Investors to be covered therein.

PART B - COMPANY CONDITIONS PRECEDENT

1. Upon fulfillment of the actions contemplated under Paragraph 2 of Part A of this Annexure 2, the Company shall have undertaken the following actions: (a) passed the necessary board resolutions for approving the allotment of the relevant ESOP Securities to the relevant ESOP Shareholders; (b) filed Form PAS-3 with the Registrar of Companies, as per Applicable Laws; and (c) undertaken necessary steps to ensure that the duly endorsed share certificates in respect of ESOP Securities are handed over to the ESOP Shareholders, prior to the Employees' Closing Date.

2. The Company shall have intimated each ESOP Shareholder in writing regarding the applicable tax deductible at source to be paid by such ESOP Shareholder to the Company in terms of applicable laws (such amount, in respect of each ESOP Shareholder being the "**TDS Amount**") that is applicable on the exercise of the respective Stock Options held by such ESOP Shareholder, in accordance with this Agreement.

3. The Company shall: (a) take all steps necessary to irrevocably cancel all the stock options other than the Stock Options ("**ESOP Cancellation**"); (b) issue a letter setting out details of the payments made to each of the relevant employees in respect of ESOP Cancellation; and (c) procure no-dues confirmation from the relevant employees in respect of ESOP Cancellation.

ANNEXURE 3
COVENANTS

1. Each of the ESOP Shareholders undertakes and covenants to the Investors to ensure that the ESOP Shareholder continues to remain a tax resident of India as defined under Section 6 read with Section 2(42) of the IT Act during the financial year in which Employees' Closing takes place.

2. Each of the ESOP Shareholders undertakes and covenants to the Company that such ESOP Shareholder shall not: (a) withdraw or transfer the ESOP Securities Purchase Price from the Bank Account of such ESOP Shareholder's; or (b) create any encumbrances in relation the ESOP Securities Purchase Price deposited in the Bank Account of such ESOP Shareholder, in each case, until the PDC issued by such ESOP Shareholder, has been duly encashed by the Company.

ANNEXURE 4
TAX WARRANTIES

1. Tax residential Status. The ESOP Shareholder is a tax resident as defined under Section 6 read with Section 2(42) of the IT Act for the financial year in which the Employees' Closing occurs.

2. The ESOP Shareholder shall receive its Respective Proportion of the ESOP Securities Purchase Price in their INR denominated bank account in India.

3. The warranties, facts, representations, information, and/or documents provided by the ESOP Shareholder and / or considered by a reputed chartered accountant for the purpose of the Tax Gain Computation are true, accurate, and complete.

4. The permanent account number allotted to the ESOP Shareholder for Indian tax purposes is as provided to the Investors as part of the conditions precedent. The same is validly subsisting as of the Employees' Closing Date.

ANNEXURE 5
NOTICE DETAILS OF THE ESOP SHAREHOLDERS

#	Shareholder Name	Notice details
1.	Sujit Cherian	**Email:** sp@leapindia.net **Residential Address:** 302/303, Bellisima 15th Road, Bandra (West), Mumbai – 400050, Maharashtra, India.
2.	Harish Vasant Rane	**Email:** harish.rane@leapindia.net **Residential Address:** 101, Trishala CHSL, Plot No 110, RSC-11, Sector No 2, Charkop Kandivali West, Mumbai, Maharashtra 400067
3.	Anuj Verma	**Email:** anuj.varma@leapindia.net **Residential Address:** Flat No 203 / Mahendra Square Bawadiya Kalan - Bhopal Madhya Pradesh 462039 (Near Mahendra Petrol Pump)
4.	Samit K Sinha	**Email:** samit.sinha@leapindia.net **Residential Address:** Jagjivan Lane Jagat Narayan Road Kadam Kuan Patna -800003
5.	Rajesham Buchirajam Alle	**Email:** rajesham.alle@leapindia.net **Residential Address:** 29, United Western Apartment, Veer Savarkar Road, Prabhadevi, Mumbai 400025.
6.	Sameer Ahuja	**Email:** Sameer.ahuja@leapindia.net **Residential Address:** 27-901 Siddhanchal Phase-5, Opp. HDFC Bank, Vasant Vihar, Pokhran Road 2, Thane West, 400610

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **VERTICAL HOLDINGS II PTE. LTD.**

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Name: Goh Ping Hao
Position: Director

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **CATALYST TRUSTEESHIP LIMITED** (*in its capacity as the trustee of **KIA EBT SCHEME 3***)

For CATALYST TRUSTEESHIP LIMITED

PChothe

Authorised Signatory

Name: Mr. Prashant Chothe

Designation: Manager

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **LEAP INDIA PRIVATE LIMITED**

LEAP INDIA PVT. LTD.

LEAP

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. SUNU P. MATHEW**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. SUJIT CHERIAN**

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. HARISH VASANT RANE**

Harish Rane

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. ANUJ VERMA**

Anuj

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. SAMIT K SINHA**

SKSinha.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. RAJESHAM BUCHIRAJAM ALLE**

Rajesham...

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. SAMEER AHUJA**

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