



सत्यमेव जयते

INDIA NON JUDICIAL

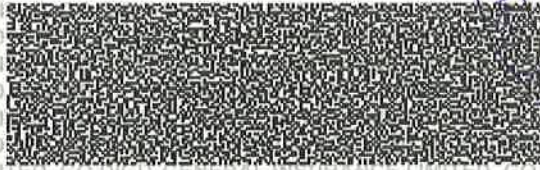
Government of Karnataka

Rs. 600

e-Stamp

Certificate No. : IN-KA94621465671498S
Certificate Issued Date : 29-Jan-2020 03:36 PM
Account Reference : NONACC (FI)/ kacrsf108/ KORAMANGALA1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0801863147611186S
Purchased by : GO DIGIT GENERAL INSURANCE LIMITED
Description of Document : Article 22 Counter part or Duplicate
Property Description : COUNTER PART OF SHARE SUBSCRIPTION AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : GO DIGIT GENERAL INSURANCE LIMITED
Second Party : TVS SHRIRAM GROWTH FUND 3
Stamp Duty Paid By : GO DIGIT GENERAL INSURANCE LIMITED
Stamp Duty Amount(Rs.) : 600
 (Six Hundred only)

सत्यमेव जयते



Please write or type below this line

"This stamp paper forms an integral part of the addendum to share subscription Agreement executed by and amongst Go Digit General Insurance Limited, Go Digit Insurance Services Private Limited, Kamesh Gopal, AAL Corporation, A91 Emerging I LLP, TVS Shriram Growth Fund 3 Foreign Capital Evaluating Fund II and Foreign Capital India Evaluating Fund III."

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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 TO THE SHARE SUBSCRIPTION AGREEMENT

This first amendment to the share subscription agreement dated 23 December 2019 is made at Bengaluru on this 31st day of January 2020 (this “**SSA Amendment Agreement**”):

BY AND AMONGST:

GO DIGIT GENERAL INSURANCE LIMITED, a public company incorporated in India having Company Identification Number U66010PN2016PLC167410 and whose registered office is situated at Smartwork Business Center, 1st Floor Nyati Unitree West Wing, Samrat Ashok Road, Yerawada, Pune, Maharashtra 411006 and having its corporate office at Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru, Karnataka - 560095 (hereinafter referred to as the “**Company**”, which expression shall include its successors and permitted assigns) of the **FIRST PART**;

AND

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED, a company incorporated in India having Company Identification Number U74999PN2016PTC167624 and whose registered office is situated at Smartwork Business Center, 1st Floor Nyati Unitree West Wing, Samrat Ashok Road, Yerawada, Pune, Maharashtra 411006 (hereinafter referred to as the “**GDISPL**”, which expression shall include its successors and permitted assigns) of the **SECOND PART**;

AND

KAMESH GOYAL, s/o Shri Gopal Chand Goyal, an Indian citizen, residing at Flat No. 602, 6th Floor, E Block, Water Front, Kalyani Nagar, Pune-411006, India, bearing PAN AAEPG6252E (referred to as “**KG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, successors and permitted assigns) of the **THIRD PART**;

AND

FAL CORPORATION, a company incorporated under the laws of Mauritius and whose registered office is situated at Office 6, Level 1, Maeva Tower, Cybercity, Ebene, Mauritius 72201, having Company Registration Number 48869 C1/GBL (hereinafter referred to as the “**Fairfax**” or “**Confirming Party**”, which expression shall include its successors and permitted assigns) of the **FOURTH PART**;

AND

A91 EMERGING FUND I LLP, a limited liability partnership incorporated in India, having registration number AAP-5133, and whose registered office is situated at 702 Orchid Tower A Wing, Bellasis Road, Mumbai, Maharashtra 400008 (hereinafter referred to as the “**Investor 1**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns) of the **FIFTH PART**;

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) & acting through its investment manager TVS Capital Funds Private Limited, a company incorporated under the Companies Act 1956 and whose registered office is situated at 249-A, Ambujammal Street, Off TTK Road Alwarpet, Chennai, Tamil Nadu 600018, (hereinafter referred to as the “**Investor 2**”, which expression shall

unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns) of the **SIXTH PART**;

AND

FAERING CAPITAL INDIA EVOLVING FUND II, a trust constituted under the Indian Trust Act, 1882 and registered with the Securities and Exchange Board of India as an Alternative Investment Fund – Category II, and **FAERING CAPITAL INDIA EVOLVING FUND III**, constituted as a trust under the Indian Trust Act, 1882 and registered with the Securities and Exchange Board of India as an Alternative Investment Fund – Category II, both represented by **Faering Capital Trustee Company Private Limited** being the sole trustee and acting through their investment manager **Faering Capital Advisors LLP** having its registered office at 1004, Ceejay House, Dr. Annie Besant Road, Worli, Mumbai – 400 018, Maharashtra, India (hereinafter collectively referred to as the “**Investor 3**”, which expression shall unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns) of the **SEVENTH PART**;

Investor 1, Investor 2 and Investor 3 shall hereinafter be referred to collectively as “**Investors**”.

The Company, KG, GDISPL, and the Investors shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. The Parties had executed a share subscription agreement dated 23 December 2019 (“**SSA**”) in relation to the proposed investment by the Investors by way of subscription to the Respective Subscription Shares upon payment of the Respective Investment Amount in accordance with the terms and conditions contained therein.
- B. Pursuant to the investments made by Virat Kohli and certain identified employees of the Company since the Execution Date, the shareholding pattern of the Company, on a Fully Diluted Basis, immediately after the Completion, will undergo a change.
- C. The Parties are now desirous of entering into this SSA Amendment Agreement to amend certain provisions of the SSA, to account for the aforementioned changes and certain other provisions, in the manner set out below.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless a contrary intention appears, and/or the context otherwise requires, in addition to the terms defined in this SSA Amendment Agreement, the definitions listed in clause 1.1 of the SSA shall apply *mutatis mutandis* throughout this SSA Amendment Agreement. The interpretation and/or construction of this SSA Amendment Agreement shall be in accordance with the rules of interpretation set out in clause 1.2 of the SSA.

2. AMENDMENTS TO THE SSA

- 2.1 The Parties agree to substitute the meaning of ‘Cut-off Date’ in clause 1.1 (*Definitions*) of the SSA as follows:

“Cut-off Date means 29 February 2020, or such extended date which the Parties may mutually agree to in writing;”.

2.2 The Parties agree to substitute clause 7.1 of the SSA (*Exclusivity*) as follows:

“The Company, GDISPL and KG agree that, from the Execution Date till 29 February 2020 or such other time period as may be mutually agreed between the Parties in writing, the Company, GDISPL and KG shall not, directly or indirectly, solicit, initiate, participate or enter into or continue any negotiations or discussions whatsoever in relation to: (i) any investment in the Company; and (ii) any new alliance, joint venture or equity participation in a business in India which can have a potential similarity with the Business of the Company (“Investment Activity”).”

2.3 Parties agree that the shareholding pattern of the Company, on a fully diluted basis, as on Completion date, as captured in Part II of Schedule I of the SSA, shall be substituted with the following:

NO	SHAREHOLDER	NO OF EQUITY SHARES HELD (OF INR 10 EACH)	PERCENTAGE (IMMEDIATELY POST COMPLETION) (%)
1.	Go Digit Infoworks Services Private Limited	72,95,65,213	89.39%
2.	Go Digit Infoworks Services Private Limited J/W Mr. Kamesh Goyal	1	0.00%
3.	Go Digit Infoworks Services Private Limited J/W Mr. Philip Varghese	1	0.00%
4.	Go Digit Infoworks Services Private Limited J/W Mr. Jasleen Kohli-Sathaye	1	0.00%
5.	Go Digit Infoworks Services Private Limited J/W Mr. Sameer Bakshi	1	0.00%
6.	Go Digit Infoworks Services Private Limited J/W Mr. Farhanaz Vadoliwala	1	0.00%
7.	Go Digit Infoworks Services Private Limited J/W Mr. Sudhansu Misra	1	0.00%
8.	Go Digit Infoworks Services Private Limited J/W Mr. Tejas Saraf	1	0.00%
9.	A91 Emerging Fund I LLP	2,66,66,667	3.27%
10.	TVS Shriram Growth Fund 3	2,66,66,667	3.27%
11.	Faering Capital India Evolving Fund II	1,69,73,333	2.08%

12.	Faering Capital India Evolving Fund III	96,93,334	1.19%
13.	Employees and Other Investors	59,84,494	0.73%
14.	Virat Kohli and other associates	6,26,669	0.08%
	Total	81,61,76,384	100.00%

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each Party hereby represents and warrants, to the other Parties, that it has fully legal right, power and authority to enter into this SSA Amendment Agreement and to perform its obligations hereunder and has taken all corporate and other actions required for the execution of this SSA Amendment Agreement, and the SSA Amendment Agreement constitutes a valid and legally binding obligation of such Party, enforceable against it in accordance with the terms hereof.

4. GENERAL

- 4.1 This SSA Amendment Agreement shall come into effect on the date hereof and shall remain valid and binding on the Parties. This SSA Amendment Agreement shall at all times be read together with the SSA.
- 4.2 It is expressly clarified that clause 5.4 (*Indemnity*), clause 6 (*Confidentiality*), clause 8 (*Term and Termination*) and clause 18 (*Miscellaneous*) of the SSA, except to the extent amended and restated by this SSA Amendment Agreement, shall *mutatis mutandis* apply to this SSA Amendment Agreement and shall be deemed to be incorporated herein by reference, provided references therein, to the extent applicable and unless the context otherwise requires, to the SSA shall be deemed to be references to this SSA Amendment Agreement.
- 4.3 The SSA shall stand modified to the extent stated in this SSA Amendment Agreement only. Except to the extent modified as per this SSA Amendment Agreement all other terms and conditions of the SSA, shall remain unchanged and 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.
- 4.4 This SSA Amendment Agreement forms an integral part of the SSA and, shall together with the other Transaction Documents, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof to the exclusion of all other prior agreements, or understandings and assurances, relating to such subject matter either written or oral.
- 4.5 In case of conflict between the provisions of this SSA Amendment Agreement and the SSA, the provisions of this SSA Amendment Agreement shall prevail over the SSA. None of the rights and obligations of any of the Parties shall, except for the modifications or amendments contained in this SSA Amendment Agreement, be deemed to be altered or modified in any manner whatsoever.
- 4.6 This SSA Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format (.pdf)” shall be as effective as signing and

delivering the counterparts in person.

- 4.7 No addition to, variation, novation, waiver or agreed cancellation of any provision of this SSA Amendment Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 4.8 The Parties shall cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of this SSA Amendment Agreement.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

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

Signed and delivered for and on behalf of

GO DIGIT GENERAL INSURANCE LIMITED

Ravi Khetan



By: Ravi Khetan

Title: C.F.O.

[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED

By: Sameer Bakhshi
SAMEER BAKSHI
Title: GENERAL COUNSEL



[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

KAMESH GOYAL

A handwritten signature in blue ink, appearing to read 'Kamesh Goyal', is written over a horizontal line.

By: Kamesh Goyal

[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

FAL CORPORATION



By: Amy Tan Sze Ping

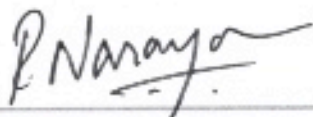
Title: Director

[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

A91 EMERGING FUND I LLP



By: Ramaswamy Narayanan

Title: Designated Partner



[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

TVS SHRIRAM GROWTH FUND 3



By: GAURAV SEKHRI

Title: INVESTMENT DIRECTOR



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

Signed and delivered for and on behalf of

FAERING CAPITAL INDIA EVOLVING FUND II

A Parekh



By: **ADITYA PAREKH**

Title: **AUTHORIZED SIGNATORY**

[Signature page to the SSA Amendment Agreement]

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

Signed and delivered for and on behalf of

FAERING CAPITAL INDIA EVOLVING FUND III

A Parekh

By: ADITIA PAREKH

Title: AUTHORIZED SIGNATORY

