

AMENDMENT AGREEMENT

DATED August 10, 2022

TO

**THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED
NOVEMBER 8, 2021**

ENTERED INTO BY AND AMONGST

GO DIGIT GENERAL INSURANCE LIMITED

AND

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED

AND

KAMESH GOYAL

AND

FAL CORPORATION

AND

A91 EMERGING FUND I LLP

AND

TVS SHRIRAM GROWTH FUND 3

AND

FAERING CAPITAL INDIA EVOLVING FUND II

AND

FAERING CAPITAL INDIA EVOLVING FUND III

AND

FAERING CAPITAL GROWTH FUND III

AND

FAERING CAPITAL INTERNATIONAL GROWTH FUND III

AND

ITHAN CREEK MASTER INVESTORS (CAYMAN) L.P.

AND

WELLINGTON HADLEY HARBOR AIV MASTER INVESTORS (CAYMAN) III, LTD.

AND

SCI GROWTH INVESTMENTS III

AND

IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8

AND

IIFL MONOPOLISTIC MARKET INTERMEDIARIES FUND

AMENDMENT AGREEMENT

This **AMENDMENT AGREEMENT** (“**Amendment Agreement**”) to the Amended Shareholders’ Agreement (defined hereafter) is executed at Bengaluru on August 10, 2022 (“**Execution Date**”)

BY AND AMONGST

GO DIGIT GENERAL INSURANCE LIMITED, a public limited company incorporated in India having Company Identification Number U66010PN2016PLC167410 and whose registered office is situated at Ananta One, 1st to 6th Floor, Pride Hotel Lane, Narveer Tanaji Wadi, Shivajinagar, Pune, Maharashtra - 411005 India, and having its corporate office at Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru, Karnataka – 560095, India (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 Ananta One, 1st to 6th Floor, Pride Hotel Lane, Narveer Tanaji Wadi, Shivajinagar, Pune, Maharashtra - 411005, India (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 ITC Gardenia, #1, Residency Road, Bangalore – 560025, Karnataka, 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 Level 1, Maeva Tower, Silicon Avenue, CyberCity, Ebene 72201, Mauritius, having Company Registration Number 48869 C1/GBL (.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 (both collectively referred to as the “**Investor 3A**”, 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**;

AND

FAERING CAPITAL GROWTH FUND III, 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 INTERNATIONAL GROWTH FUND III** 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, 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 3B**”, which expression shall unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns) of the **EIGHTH PART**;

AND

ITHAN CREEK MASTER INVESTORS (CAYMAN) L.P., an exempted limited partnership registered in the Cayman Islands having its registered office at c/o Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands and registered with the Securities and Exchange Board of India as a Category I Foreign Portfolio Investor (hereinafter referred to as “**Ithan Creek**”, which expression shall unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns) of the **NINTH PART**,

AND

WELLINGTON HADLEY HARBOR AIV MASTER INVESTORS (CAYMAN) III, LTD., an exempted company with limited liability incorporated in the Cayman Islands having its registered office at c/o Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands and registered with the Securities and Exchange Board of India as a Category I Foreign Portfolio Investor (hereinafter referred to as “**HH III AIV**”, which expression shall unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns, and together with Ithan Creek, collectively as “**Investor 4**”) of the **TENTH PART**;

AND

SCI GROWTH INVESTMENTS III, an entity constituted under the laws of Mauritius having its principal office at Sanne House, Bank Street, Twenty Eight Cybercity, Ebene 72201, Mauritius (hereinafter collectively referred to as the “**Investor 5**”, which expression shall unless repugnant to the context herein, be deemed to mean and include its successors in business and permitted assigns) of the **ELEVENTH PART**;

AND

IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8, a scheme of IIFL Private Equity Fund, registered with SEBI as a category II Alternative Investment Fund, having its registered address located at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai 400013 (hereinafter referred to as “**IIFL SOF**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **TWELFTH PART**;

IIFL MONOPOLISTIC MARKET INTERMEDIARIES FUND, a scheme of IIFL Private Equity Fund, registered with SEBI as a Category II Alternative Investment Fund, having its registered address located at 6th Floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai 400013 (hereinafter referred to as “**IIFL MMIF**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRTEENTH PART**.

IIFL SOF and **IIFL MMIF** shall hereinafter collectively be referred to as “**Investor 6**” or “**IIFL**”.

Investor 1, Investor 2, Investor 3A, Investor 3B, Investor 4, Investor 5 and Investor 6 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 have entered into an amended and restated shareholders’ agreement dated November 8, 2021 which was further amended on May 6, 2022 (hereinafter, the “**Amended Shareholders’ Agreement**”) to set out certain matters, including their *inter-se* rights and obligations, as shareholders of the Company.
- B. The Company proposes to, subject to receipt of necessary authorizations / approvals and market conditions, undertake an initial public offering of its equity shares of face value of Rs. 10 each (“**Equity Shares**”), by way of a fresh issue of Equity Shares by the Company and / or an offer for sale of Equity Shares of the Company by its existing shareholders (the “**Offer**”) in accordance with the Companies Act, 2013, including any rules and regulations notified thereunder, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”), the Insurance Act, 1938, as amended and other Law, including but not limited to SEBI and IRDAI (“**Applicable Law**”).
- C. Per clause 18.11 of the Amended Shareholders’ Agreement, no amendment/ modification of the Amended Shareholders’ Agreement (or of any of the documents referred to therein) shall be valid unless it is made by an instrument in writing and executed by duly authorised representatives of each of the Parties thereto. In this regard and in order to facilitate the Offer, the Parties have now agreed, to the extent set out in this Amendment Agreement, to provide certain waivers and consents under the Amended Shareholders’ Agreement and to amend certain terms of the Amended Shareholders’ Agreement.

- D. Notwithstanding anything contained in the Amended Shareholders' Agreement, each of the Parties hereby agree and acknowledge that the Offer proposed to be undertaken by the Company is within the meaning of an "IPO" as defined under the Amended Shareholders' Agreement.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions. Unless otherwise defined herein, each capitalized term herein shall have the meaning ascribed to it in the Amended Shareholders' Agreement.
- 1.2. Interpretation. The rules of interpretation applicable to the Amended Shareholders' Agreement, as set out in Clause 1.2 of the Amended Shareholders' Agreement, shall apply *mutatis mutandis* to this Amendment Agreement.

2. CONSENTS AND WAIVERS

- 2.1. Pursuant to the terms of the Amended Shareholders' Agreement and solely in order to facilitate the Offer, from the Execution Date and till the earlier of (a) the Termination Date or (b) the IPO Long Stop Date, each of the Parties hereby issues the following consents and waivers, in respect of the Amended Shareholders' Agreement:
- 2.1.1. Each Party hereby consents to, and waives each of its rights in respect of, as applicable in each case, for as long as this Amendment Agreement is in effect in accordance with Clause 4 of this Amendment Agreement Clause 8.3 (*Right of First Offer of GDISPL*), Clause 8.4 (*Tag Along Right of the Investors*), Clause 9 (*Pre-emptive Rights*), Clause 10 (*Anti-Dilution Rights*), and sub-clauses (a) to (c), (f) and (g) of Clause 11.1.1 (*QIPO*), of the Amended Shareholders' Agreement, solely for the purposes of the IPO.
- 2.1.2. Each Party hereby consents to the amendment of the articles of association of the Company ("**Articles of Association**") from the perspective of the Offer and to reflect the terms of this Amendment Agreement, in the agreed form annexed to this Amendment Agreement at **Schedule I**.
- 2.2. Investor 4 hereby agrees to exercise its rights under Clause 12.6 (*ERISA "VCOC" Compliance*) of the Amended Shareholders' Agreement and the corresponding provisions of the Articles of Association in compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended ("**Insider Trading Regulations**") and other Applicable Law. On and from the date on which this Amendment Agreement comes into force and effect, the Company shall not be under any obligation to provide any additional information to Investor 4, other than: (a) what has already been disclosed in the draft red herring prospectus ("**DRHP**"), RHP, prospectus ("**Prospectus**") and any other documents in relation to the Offer; or (b) such information which the Company is not prohibited from sharing under the Insider Trading Regulations and other Applicable Law.
- 2.3. Each Party hereby agrees to exercise its rights under Clause 5 (*Information Covenants*) and Wellington Investors agree to exercise their rights under Clause 12.8 (*Material Non-Public Information*) of the Amended Shareholders' Agreement and the corresponding provisions of the Articles of Association in compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended ("**Insider Trading Regulations**") and the code for prohibition of insider trading, code of practices and procedures for fair disclosure of unpublished price sensitive information and code of conduct to regulate, monitor and report trading by insiders, containing the requisite information as required under the Insider Trading Regulations ("**Insider Trading Policy**") to be adopted by the board of

directors of the Company and other Applicable Law, in each case, to the extent applicable to each Investor, and that from the date of filing of the red herring prospectus (“**RHP**”) with the Registrar of Companies, Maharashtra (“**RoC**”), the Company shall not be under any obligation to provide any additional information, other than: (a) what has already been disclosed in the DRHP, RHP, Prospectus and any other documents in relation to the Offer; or (b) such information which the Company is not prohibited from sharing under the Insider Trading Regulations, Insider Trading Policy and other Applicable Law.

- 2.4. Each Party accords their no objection and consent, to the inclusion of its name, description of details of the Amended Shareholders’ Agreement and SSA (defined below), the information contained in this Amendment Agreement (in part or full), in the DRHP, RHP and Prospectus (collectively, the “**Offer Documents**”) to be filed with the RoC, SEBI, the BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”) (BSE and NSE together, the “**Recognised Stock Exchanges**”), as applicable, and any other documents and material in relation to the Offer, including Offer Documents and other related documents Except for Investor 4, each Party accords their no objection and consent to include each of its name and descriptions in presentations, publicity material and media releases as may be required in connection with the Offer, international supplements of the foregoing for distribution to investors outside India, presentations, publicity material, research reports and media releases prepared in connection with the Offer, in each case, in the form disclosed in the draft of the Offer Documents, as approved by the Board. Provided that no representation or warranty shall be made by any Party on behalf of the Investor, other than those specifically made by such Investor in relation to itself.
- 2.5. Each Party hereby authorises the Company to deliver a copy of this Amendment Agreement to SEBI, the Stock Exchanges, the RoC and any other regulatory authorities, in each case, solely to the extent required in connection with the Offer, under Applicable Law.
- 2.6. Notwithstanding any of the confidentiality obligations imposed on each Party under: (i) Clause 13 (*Confidentiality*) of the Amended Shareholders’ Agreement, and (ii) Clause 6 (*Confidentiality*) of the share subscription agreement dated November 8, 2021 entered into between the Parties (“**SSA**”) each Party hereby grants its consent to the Company to attach a copy of the Amended Shareholders’ Agreement, the SSA and this Amendment Agreement to the copy of the Offer Documents which will be filed with the RoC in relation to the Offer and to include copies of the Amended Shareholders’ Agreement, the SSA and this Amendment Agreement as material contracts for inspection, in each case, to the extent required under Applicable Law.
- 2.7. Any consent or waiver granted by any Party under this Amendment Agreement in respect of the relevant provisions of the Amended Shareholders’ Agreement shall also be deemed to be a consent or waiver under the corresponding provisions of the Articles of Association.

3. **AMENDMENT**

- 3.1. Clause 11.1.1 (e) of the Amended Shareholders’ Agreement shall stand deleted in its entirety and replaced by the following:

*“(e) In the event that as a result of any applicable Law requirement: (i) the Investors have, in writing, consented to any alteration to their rights as set out in this Agreement and/or the rights attaching to their Investor Securities (such alterations being, collectively, the “**Modification of Rights**”); and (ii) within 9 (nine) months from the date on which SEBI’s final observations on the DRHP filed by the Company with SEBI in connection with the Offer are received by the Company, or if earlier, the date on which the IPO process is cancelled, withdrawn, discontinued or postponed (the “**Restatement Date**”), the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a Recognized Stock*

Exchange by the end of such 9 (nine) month period, then each of the Investors shall have the right to cause the Company to take all steps required to place them in the same position and possess the same preferential and other rights each of the Investors had the benefit of immediately prior to the Modification of Rights. Upon any of the Investors serving such notice to the Company, the Company and KG shall ensure that, within 20 (twenty) Business Days of the Restatement Date (if the IPO has not closed by that date), undertake all necessary actions to ensure that the each of the Investor is placed in the same position and all rights each of the Investors had the benefit of prior to the Modification of Rights are reinstated in the form and manner acceptable to each of the Investors.”

- 3.2. Clause 17.1 of the Amended Shareholders’ Agreement shall stand deleted in its entirety and replaced by the following:

“17.1 This Agreement shall become effective on the Effective Date and shall terminate earliest of: (a) with regard to a particular shareholder only, if that shareholder ceases to be a shareholder under this Agreement; or (b) at any time by the written agreement of all the Parties; or (c) receipt of final listing and trading approvals by the Company from the Recognized Stock Exchange(s) where the Equity Shares are proposed to be listed pursuant to the IPO.”

4. **TERM AND TERMINATION**

- 4.1. This Amendment Agreement shall become effective and binding on the Parties on, and from, the Execution Date (in accordance with the terms hereof) and shall continue in full force and effect until the earliest of any of the following events (such date, the “**Termination Date**”) subject to the surviving rights and obligations of such Party which accrue on or prior to the Termination Date:
- 4.1.1. this Amendment Agreement being terminated by the mutual written agreement of all Parties;
- 4.1.2. with regard to any shareholder who is a party to this Amendment Agreement, upon such shareholder ceasing to hold any Equity Shares in the Company. It is clarified that the termination of this Amendment Agreement in respect of a shareholder shall not mean that this Amendment Agreement is automatically terminated in respect of any of the other shareholders and this Amendment Agreement shall continue to be operational among the remaining Parties;
- 4.1.3. in the event the Equity Shares of the Company are not admitted to listing and trading on the Stock Exchange(s) pursuant to the proposed Offer within earlier of (a) Restatement Date, or (b) such other extended date as mutually agreed to between the Parties in writing, or (c) the Board decides not to undertake the Offer or the Offer is withdrawn (“**IPO Long Stop Date**”).
- 4.2. Notwithstanding anything contained in this Amendment Agreement, if the Offer is not completed on or prior to the IPO Long Stop Date this Amendment Agreement shall stand immediately and automatically terminated with effect from the IPO Long Stop Date and all amendments to the Amended Shareholders’ Agreement and the Articles of Association, under or pursuant to this Amendment Agreement, and any other action taken pursuant to this Amendment Agreement and all waivers granted in connection with the Amendment Agreement shall automatically cease to have effect, without any further action by any Party such that the Investors are placed in the same position and possess the same preferential and other rights each of the Investors had the benefit of, immediately prior to effectiveness of this Amendment Agreement and amendment to the Articles of Association contemplated hereunder in

accordance with Clause 11.1.1(e) of the Amended Shareholders' Agreement. In case of termination of this Amendment Agreement, the Parties agree that save and except for the consents and waivers granted pursuant to this Amendment Agreement, the provisions of the Amended Shareholders' Agreement shall be deemed to have been in force during the period between the Execution Date and the date of termination of this Amendment Agreement, without any break or interruption whatsoever.

5. EFFECT OF THIS AMENDMENT AGREEMENT

- 5.1. This Amendment Agreement, together with the Amended Shareholders' Agreement, constitutes the entire agreement between the Parties with respect to the subject matter thereof, notwithstanding anything contained in Clause 18.4 (*Entire Agreement*) of the Amended Shareholders' Agreement. In the event of any ambiguity or discrepancy between the provisions of this Amendment Agreement and the Amended Shareholders' Agreement, the provisions of this Amendment Agreement shall prevail.
- 5.2. This Amendment Agreement shall form an integral part of the Amended Shareholders' Agreement, and on, and from, the Execution Date, any reference to the Amended Shareholders' Agreement shall always be construed together with the amendments incorporated by virtue of this Amendment Agreement.
- 5.3. Except to the extent specifically set out in this Amendment Agreement, all other terms of the Amended Shareholders' Agreement shall remain unaltered and shall continue in full force and effect, and to the extent applicable, the provisions thereof shall apply *mutatis mutandis* to this Amendment Agreement. Nothing herein shall affect or alter, in any manner whatsoever, the provisions of the Amended Shareholders' Agreement, except as expressly amended by this Amendment Agreement.

6. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 6.1. Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes legal, valid and binding obligation on it, enforceable against it in accordance with the terms of the Amendment Agreement.
- 6.2. The execution and delivery by such Party of this Amendment Agreement and the performance by such Party of its obligations and the transactions contemplated hereunder have been duly authorised by all necessary corporate or other action of such Party.
- 6.3. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

7. GENERAL PROVISIONS

- 7.1. No changes or additions to, or novation or modifications of, this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 7.2. Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 7.3. This 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 agreement. The delivery of signed counterparts by electronic mail in "portable document format

(.pdf)” shall be as effective as signing and delivering the counterparts in person.

- 7.4. Each Party shall from time to time and at its own cost, do, execute and deliver or procure to be done, executed, and delivered, all such further acts, documents and things, as may be reasonably required to give full effect to this Amendment Agreement and the respective rights, powers and remedies of the Parties under this Amendment Agreement.
- 7.5. Notwithstanding anything that may be contained herein, it is hereby clarified that the consents and waivers as provided by the Parties under Clause 2 of this Amendment Agreement are provided solely in relation to the issuance and transfer of Equity Shares pursuant to the IPO, and the activities being undertaken in relation thereto, to the extent applicable.

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IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

GO DIGIT GENERAL INSURANCE LIMITED



By: Ravi Khetan
Title: Chief Financial Officer

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED



By: Sameer Bakshi

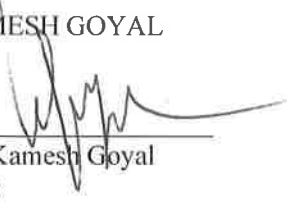
Title: General Counsel and Company Secretary

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

KAMESH GOYAL


By: Kamesh Goyal
Title:

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of;

FAL CORPORATION



By: Amy Tan
Title: Director

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

A91 EMERGING FUND I LLP

By: Abhay Pandey
Title: General Partner

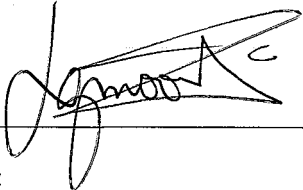


Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

TVS SHRIRAM GROWTH FUND 3

By: 
Title:

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

FAERING CAPITAL INDIA EVOLVING FUND II



By: ADITYA PARAGHI

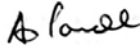
Title: AUTHORIZED SIGNATORY

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

FAERING CAPITAL INDIA EVOLVING FUND III



By: ADITHAN TAREK

Title: AUTHORIZED SIGNATORY

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

FAERING CAPITAL GROWTH FUND III



By: ABHINAV PAREKH


Title: AUTHORIZED SIGNATORY

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

FAERING CAPITAL INTERNATIONAL GROWTH FUND III



By: ADITYA PAREKH

Title: AUTHORIZED SIGNATORY

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IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

ITHAN CREEK MASTER INVESTORS (CAYMAN) L.P.

By: Wellington Management Company LLP, as investment adviser

DocuSigned by:

FA603A64F335450...
By: Peter N. McIsaac
Title: Managing Director and Counsel

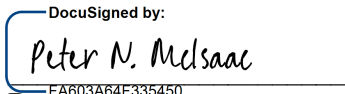
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IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

WELLINGTON HADLEY HARBOR AIV MASTER INVESTORS (CAYMAN) III, LTD.

By: Wellington Management Company LLP, as investment adviser

DocuSigned by:

FA603A64F335450...
By: Peter N. McIsaac
Title: Managing Director and Counsel

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

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Signed and delivered for and on behalf of:

SCI GROWTH INVESTMENTS III


By: **Salma Deenoo**
Title: Director

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IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8



By: Chetan Naik
Title: Fund Manager

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund

IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their duly authorised representatives as on the day and year first above written.

Signed and delivered for and on behalf of:

IIFL MONOPOLISTIC MARKET INTERMEDIARIES FUND



By: Chetan Naik
Title: Fund Manager

Signature page of the Amendment Agreement to the Amended Shareholders' Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II, Faering Capital India Evolving Fund III, Faering Capital Growth Fund III, Faering Capital International Growth Fund III, Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., SCI Growth Investments III, IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund