

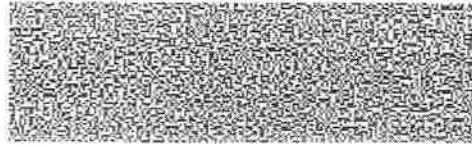
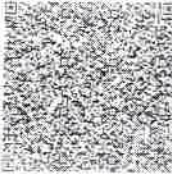


## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No.	: IN-KA77658564033783W
Certificate Issued Date	: 06-Apr-2024 10:40 AM
Account Reference	: NONACC (FI)/ kacrsf108/ KAMAKSHIPALYA2/ KA-RJ
Unique Doc. Reference	: SUBIN-KAKACRSFL0815357796638644W
Purchased by	: GO DIGIT GENERAL INSURANCE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: SHARE HOLDERS AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GO DIGIT GENERAL INSURANCE LIMITED
Second Party	: A91 EMERGING FUND I LLP
Stamp Duty Paid By	: GO DIGIT GENERAL INSURANCE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



This stamp paper forms an integral part of the 3<sup>rd</sup> Amendment Agreement to the amended Shareholder's Agreement entered into by and amongst Go Digit General Insurance Limited, Go Digit Intoworks Services Private Limited, Karanesh Goyal, FAT Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund S, 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., Peak XV Partners Growth Investments II (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund - Series 8), 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)

**THIRD AMENDMENT AGREEMENT**

**DATED APRIL 26, 2024**

**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**

**PEAK XV PARTNERS GROWTH INVESTMENTS III (FORMERLY SCI GROWTH  
INVESTMENTS III)**

**AND**

**360 ONE SPECIAL OPPORTUNITIES FUND - SERIES 8 (FORMERLY IIFL SPECIAL  
OPPORTUNITIES FUND – SERIES 8)**

**AND**

**360 ONE MONOPOLISTIC MARKET INTERMEDIARIES FUND (FORMERLY IIFL  
MONOPOLISTIC MARKET INTERMEDIARIES FUND)**

## AMENDMENT AGREEMENT

This **THIRD AMENDMENT AGREEMENT** (“**Third Amendment Agreement**”) to the Amended Shareholders’ Agreement (defined hereafter) is executed at Bengaluru on April 26, 2024 (“**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**

**PEAK XV PARTNERS GROWTH INVESTMENTS II (formerly SCI Growth Investments III)I**, 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**

**360 ONE SPECIAL OPPORTUNITIES FUND - SERIES 8** (*formerly 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 “**360 ONE 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**;

**360 ONE MONOPOLISTIC MARKET INTERMEDIARIES FUND** (*formerly 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 “**360 ONE**”, 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**.

**360 ONE SOF** and **360 ONE MMIF** shall hereinafter collectively be referred to as “**Investor 6**” or “**360 ONE**”.

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 (“**Shareholders’ Agreement**”) which was further amended on May 6, 2022 and August 10, 2022 (together, 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 is in the process of, subject to receipt of necessary authorizations / approvals and market conditions, undertaking 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 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. In furtherance of the above, the Securities and Exchange Board of India (“**SEBI**”) vide letter dated March 1, 2024, has issued certain observations (“**SEBI Observations**”) on the draft red herring prospectus dated March 30, 2023, as amended by way of an addendum dated November 9, 2023 (the “**Addendum**” and, collectively, the “**Draft Red Herring Prospectus**” or “**DRHP**”) filed with SEBI, BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”, and together with BSE, the “**Stock Exchanges**”). As part of the SEBI

Observations, SEBI has directed that all the special rights, vote items, transfer restrictions and other rights of the shareholders of the Company, as disclosed in the DRHP are required to be terminated prior to the filing of red herring prospectus (“RHP”) with the Registrar of Companies, Maharashtra at Pune (“RoC”) and all such rights shall not be referred to the shareholders’ of the Company in any manner at any time.

- D. As per clause 18.11 of the Shareholders’ Agreement, no amendment/ modification of the 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 Third Amendment Agreement, to amend certain terms of the Amended Shareholders’ Agreement pursuant to observations received from SEBI.
- E. Notwithstanding anything contained in the 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 Shareholders’ Agreement, as set out in Clause 1.2 of the Shareholders’ Agreement, shall apply *mutatis mutandis* to this Third Amendment Agreement.

2. **CONSENTS AND WAIVERS**

Pursuant to the terms of the Amended Shareholders’ Agreement and solely in order to facilitate the Offer, each Party hereby consents to the amendment of the Articles of Association from the perspective of the Offer and to reflect the terms of this Third Amendment Agreement, in the agreed form annexed to this Third Amendment Agreement as **Schedule I**.

3. **AMENDMENT**

- 3.1. Schedule I of the Amendment Agreement dated August 10, 2022 to the Shareholders’ Agreement shall stand deleted in its entirety and be replaced by **Schedule I** of this Third Amendment Agreement.
- 3.2. Clause 2.1.2 of the Amendment Agreement dated August 10, 2022 to the Shareholders’ Agreement shall stand amended and substituted in its entirety with the following:

*“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**.*

*Notwithstanding anything contained in this Agreement, in the event the Equity Shares of the Company are not admitted to listing and trading on the Stock Exchange(s) pursuant to the IPO*

*within 60 (sixty) days from the date of filing of the red herring prospectus with Registrar of Companies, Maharashtra at Pune (“RoC”) pursuant to the Offer, the Parties shall promptly take all such actions, and do all such things (including convening the meetings of the Board and Shareholders), necessary to ensure that Part B of the Articles of Association is reinstated with immediate effect, and it being further clarified that even pending such actions / things the Parties are deemed to possess the same rights and be subject to the same obligations existing under Part B of the Articles of Association immediately prior to the filing of the red herring prospectus with the RoC pursuant to the Offer.”*

#### **4. EFFECT OF THIS THIRD AMENDMENT AGREEMENT**

- 4.1. This Third 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 Shareholders’ Agreement. In the event of any ambiguity or discrepancy between the provisions of this Third Amendment Agreement and the Amended Shareholders’ Agreement, the provisions of this Third Amendment Agreement shall prevail.
- 4.2. This Third 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 Third Amendment Agreement.
- 4.3. Except to the extent specifically set out in this Third 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 Third 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 Third Amendment Agreement. This Third Amendment Agreement shall be co-terminus with the Amendment Agreement dated August 10, 2022 to the Shareholders’ Agreement.

#### **5. REPRESENTATION AND WARRANTIES OF THE PARTIES**

- 5.1. Each Party represents that it has the power and authority and is competent to enter into and perform this Third Amendment Agreement and this Third Amendment Agreement constitutes legal, valid and binding obligation on it, enforceable against it in accordance with the terms of this Third Amendment Agreement.
- 5.2. The execution and delivery by such Party of this Third 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.
- 5.3. 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 Third Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

#### **6. GENERAL PROVISIONS**

- 6.1. No changes or additions to, or novation or modifications of, this Third Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 6.2. Any term or provision of this Third 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 Third Amendment Agreement.



- 6.3. This Third 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.
- 6.4. 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 Third Amendment Agreement and the respective rights, powers and remedies of the Parties under this Third Amendment Agreement.
- 6.5. 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 Third 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.

*[Remainder of this page has been intentionally left blank]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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

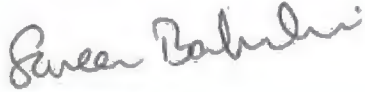
Title: Chief Financial Officer

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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

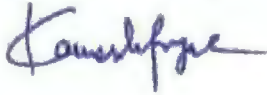
Title: General Counsel and Company Secretary

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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:

Title:

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

IN WITNESS WHEREOF the parties hereto have caused this Third 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:  
Title:

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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



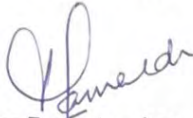
By:  
Title:

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund - Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

IN WITNESS WHEREOF the parties hereto have caused this Third 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: Krishna Ramachandran  
Title: Managing Partner & COO

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund - Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*



**IN WITNESS WHEREOF** the parties hereto have caused this Third 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

*AParekh*

By: *Aditya Parekh*  
Title: *Authorised signatory*



*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*



**IN WITNESS WHEREOF** the parties hereto have caused this Third 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 Parakh*  
Title: *Aditya Parakh*  
*Authorised signatory*



*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

IN WITNESS WHEREOF the parties hereto have caused this Third 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 Parkh*  
Title: *Authorised Signatory*



*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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

*Aditya Parekh*

By: *Aditya Parekh*

Title:

*Authorised signatory*



*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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



By: Laura Martin

Title: Legal Counsel

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*



**IN WITNESS WHEREOF** the parties hereto have caused this Third 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



By: Laura Martin  
Title: Legal Counsel

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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:

PEAK XV PARTNERS GROWTH INVESTMENTS III *(formerly SCI Growth Investments III)*



By: **Hemant Parsenora**

Title: Director

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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:

360 ONE SPECIAL OPPORTUNITIES FUND - SERIES 8 (formerly IIFL Special Opportunities Fund – Series 8)



By: Chetan Naik  
Title: Fund Manager

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*

**IN WITNESS WHEREOF** the parties hereto have caused this Third 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:

360 ONE MONOPOLISTIC MARKET INTERMEDIARIES FUND (*Formerly IIFL Monopolistic Market Intermediaries Fund*)



By: Chetan Naik  
Title: Fund Manager

*[Signature page of the Third Amendment Agreement to the 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., Peak XV Partners Growth Investments III (formerly SCI Growth Investments III), 360 One Special Opportunities Fund - Series 8 (formerly IIFL Special Opportunities Fund – Series 8) and 360 One Monopolistic Market Intermediaries Fund (formerly IIFL Monopolistic Market Intermediaries Fund)]*