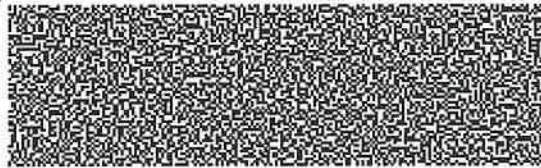


Government of Karnataka

Certificate No.	: IN-KA28192185049467W
Certificate Issued Date	: 27-Sep-2024 06:14 PM
Account Reference	: NONACC (FI)/ kacrsf108/ HALASURU5/ KA-SV
Unique Doc. Reference	: SUBIN-KAKACRSFL0803605789610294W
Purchased by	: ARGOID ANALYTICS PRIVATE LIMITED
Description of Document	: Article 5(g)(ii) Agreement or its records or MOA - Sale of moveable property, possession of the property is not delivered
Property Description	: SHARE PURCHASE AGREEMENT
Consideration Price / Market Value (Rs.)	: 8,10,23,106 (Eight Crore Ten Lakh Twenty Three Thousand One Hundred And Six only)
First Party	: YOURNEST VC INDIA FUND II
Second Party	: ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Paid By	: ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 20,000 (Twenty Thousand only)



Please write or type below this line

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



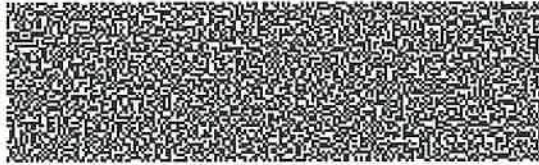
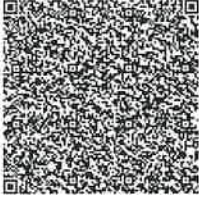
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA28187480155847W
Certificate Issued Date : 27-Sep-2024 06:09 PM
Account Reference : NONACC (FI)/ kacrsf108/ HALASURU5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0803611554396036W
Purchased by : ARGOID ANALYTICS PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 8,10,23,106
(Eight Crore Ten Lakh Twenty Three Thousand One Hundred And Six only)
First Party : YOURNEST VC INDIA FUND II
Second Party : ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Paid By : ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (this “**Agreement**”) is executed on November 26, 2024 (the “**Execution Date**”), in Bengaluru, between:

1. **ARGOID ANALYTICS, INC.**, a corporation duly incorporated under the laws of Delaware, United States of America and having its registered office at 355 Bryant St Unit 403 San Francisco, CA 94107 US (the “**Purchaser**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
2. **ARGOID ANALYTICS PRIVATE LIMITED**, a private limited company duly incorporated under the provisions of the Companies Act, 2013, with Corporate Identity Number U72900KA2019FTC122501 and having its registered office at 3rd Floor, PR Business Center, Sy. Nos 36/2, 37/1 Kadubesanahalli, Marathahalli at, Outer Ring Road, Bangalore, Karnataka, India, 560103, India (the “**Company**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
3. **INNOVATIONQORE LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 with identity number AAQ-1644 and having its registered office at Sy. No. 161, 204, Khatha No. 941/161, 204/01, Vibhuthipura, Doddanekkundi, Bangalore, Bangalore North, Karnataka, India, 560075 (the “**Seller 1**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
4. **YOURNEST INDIA VC FUND II**, a unit scheme of YourNest India VC Fund, a trust certified by SEBI as Category 1 AIF in the VCF sub category bearing registration no. IN/AIF1/16-17/0267 having Vistra ITCL (India) Limited as the trustees which has its registered office at C/o Vistra ITCL (India) Limited, 805, Kailash Building, 26, Kasturba Gandhi Marg, Connaught Place, New Delhi – 110001 (the “**Seller 2**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
5. **LEAD ANGELS FUND**, Category I AIF – Angel Fund registered with SEBI, acting through trustee Credentia Trusteeship Private Limited, and having its registered office at 14/1, Batatawala Mansion, Ganesh Galli, Lalbaug, Mumbai – 400012, Maharashtra, India and represented by its investment manager SVAAS Investment Advisors LLP, and having its registered office at A102, Neelam Centre, S.K. Ahire Marg, Worli, Mumbai – 400030 (the “**Seller 3**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns); and
6. **AMAGI CORPORATION**, a company duly incorporated under the laws of Delaware, United States of America and having its registered office at 838, Walker Rd, Suite 21-2, Dover DE 19904 United States (“**Amagi**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns).

Seller 1, Seller 2, and Seller 3 are individually referred to as the “**Seller**” and collectively as the “**Sellers**”. The Purchaser, the Sellers, Amagi and the Company are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Sellers are the legal and beneficial owner of the Sale Shares (*defined below*), comprising 24.4% (twenty four point four percent) of the fully diluted share capital in the Company. The balance shares of the Company are held by the Purchaser. Shareholding of the Company as of Execution Date is as set out in Part A of **SCHEDULE I**.
- B. Amagi is proposing to acquire the Purchaser (“**Acquisition**”) and thereafter upon the completion of the Conditions Precedent (*defined below*), Amagi proposes to have the Purchaser acquire all of the Sale Shares.
- C. The Parties are entering into this Agreement to record the terms and conditions on which the Sale Shares shall be sold and transferred by the Sellers to the Purchaser.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby mutually acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following terms, when used in this Agreement, shall have the meanings set out below:

“**Acquisition**” shall have the meaning ascribed to the term under Recital B.

“**Acquisition Consideration**” shall have the meaning ascribed to the term in Clause 2.2.

“**Affiliate**” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“**Amagi Directors**” shall mean such persons as nominated by Amagi.

“**Business Days**” means any day other than a Saturday, Sunday, or a day on which all banking institutions of New York, United States of America or Bengaluru, India, are authorized or obligated by Law or executive order to close.

“**Closing Date**” shall have the meaning ascribed to the term in Clause 4.1.

“**Closing**” shall have the meaning ascribed to the term in Clause 4.3.

“**Competing Transaction**” means a transaction or a series of transactions which are wholly or partially similar to, or competing with, the transactions contemplated in this

Agreement, which involves any of the following: (i) sale or transfer (including by way of gift and other transfers without consideration) of, or creation of any Encumbrance over, the Sale Shares; and (ii) granting any rights over Sale Shares, including any right to acquire or Encumber any of the Sale Shares in the future.

“Conditions Precedent” shall mean the conditions precedent to Closing set out in **SCHEDULE III** of this Agreement.

“CP Fulfilment Certificate” shall mean the certificates substantially in the form and manner as set out under **Part A and Part B of SCHEDULE IV** to be issued by the Company and the Sellers, respectively.

“Encumbrance” shall mean any mortgage, pledge, non-disposal undertaking, escrow, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect, option, pre-emptive right, adverse claim, title retention agreement, conditional sale agreement, co-sale agreement, trust or other title exception of whatsoever nature or other encumbrance of any kind, or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under applicable Laws or contract on the ability to sell or otherwise transfer any Equity Shares, and the term **“Encumber”** shall be construed accordingly.

“Equity Shares” shall mean the equity shares of the Company with a face value of INR 1 (Indian Rupees One Only).

“Existing Directors” shall mean Mr. Gokulakannan, Mr. Esakkimuthu Chackaravarthy and Mr. Soundararajan Velu.

“Existing Shareholders Agreement” shall mean the Fourth Amended and Restated Shareholders’ Agreement dated April 25, 2023, executed by and between Sellers, Company, Purchaser and Soundararajan Velu, Gokulakannan Muralidharan and Chackaravarthy Esakkimuthu.

“Governmental Authority” shall mean any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, statutory authority, agency, department, board, commission or instrumentality of India or any other jurisdiction in which the Company conducts business and any tribunal or arbitral tribunal.

“INR” shall mean the Indian National Rupee.

“IT Act” shall mean the (Indian) Income Tax Act, 1961, as amended, supplemented, modified or replaced from time to time (and any successor provisions), together with any rules and regulations made thereunder in force.

“Law” or **“Laws”** shall mean all applicable laws, by-laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, regulations, notifications, guidelines, policies, directions, orders, directives, protocols, codes, notices, judgments, decrees or

other pronouncements of any Governmental Authority having the force of law, whether in effect as of the Execution Date or thereafter.

“**Long Stop Date**” shall mean the day 45 (forty five) days after the Execution Date, or such extended date as approved by Amagi in writing.

“**Order**” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Governmental Authority.

“**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.

“**Preference Shares**” shall mean the Series Seed Preference Shares and Pre-Series A Preference Shares of the Company.

“**Purchaser Demat Account**” shall mean the demat account of the Purchaser, as shall be intimated to the Sellers in writing, at least 2 (two) days prior to Closing.

“**Sale Shares**” shall mean 14 (fourteen) Equity Shares and 3,214 (three thousand two hundred and fourteen) Preference Shares held by the Sellers, as set out in **SCHEDULE II**.

“**Seller Bank Accounts**” shall mean:

Name of Seller	Bank Account
YourNest India VC Fund II	Bank : HDFC Bank Ltd Account Number: 50200022531411 IFSC Code : HDFC0002645 Swift code : HDFCINBBDEL
InnovationQore LLP	Bank Details:- HDFC Branch:- Bangalore Airport Road Account No:- 50200043466374 IFSC:- HDFC0000075 SWIFT: HDFCINBBXXX
LeadAngels Fund	Bank Details:- HDFC Branch:- Fort, Mumbai Account No:- A/c No.: 57500000803360 IFSC Code: HDFC0000060 SWIFT: HDFCINBB

“**Section 281 Reports**” shall have the meaning ascribed to the term in Paragraph 4 of **SCHEDULE III**.

“**Section 81 Report**” shall have the meaning ascribed to the term in Paragraph 5 of **SCHEDULE III**.

“Tax” (including with correlative meaning, the term **“Taxes”**) shall mean without limitation all taxes, direct or indirect taxes, duties, charges, fees, levies, cesses or other assessments, including, without limitation, income tax (including required withholdings), capital gains tax, wealth tax, stamp duty, minimum alternate tax, license, goods and services tax, governmental charges, fees, levies or assessments imposed by any Governmental Authority of India and shall include any interest, surcharges, penalties or additional taxes payable in connection therewith and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax.

“Warranties” shall have the meaning ascribed to the term in Clause 6.1.

1.2. Interpretative Provisions:

- 1.2.1. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.2.2. References to Clauses, sub-Clauses and Schedules are to Clauses, sub-Clauses and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.
- 1.2.3. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.
- 1.2.4. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.
- 1.2.5. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.
- 1.2.6. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”
- 1.2.7. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.
- 1.2.8. References to any statute, rule, regulation or treaty are to such statute, rule regulation or treaty as amended, modified, replaced or supplemented from time to time in accordance with applicable Law. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder.

1.2.9. When calculating the period of time before which, within which or following which, any act or step is to be done or taken, or condition met or satisfied, under this Agreement, then the date that is the reference date in calculating such period shall be excluded and all dates shall be referenced to dates in India unless otherwise stated herein; if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

2. SALE AND PURCHASE

- 2.1. The issued, subscribed and paid-up share capital of the Company on a fully diluted basis on the Execution Date is as set out in **Part A of SCHEDULE I** of the Agreement.
- 2.2. The aggregate consideration payable by the Purchaser to the Sellers for the Sale Shares shall be the INR equivalent of USD 968,018 (United States Dollars Nine Hundred and Sixty Eight Thousand and Eighteen) (the “**Acquisition Consideration**”), calculated as per the RBI reference rate 1 (one) Business Day prior to the Closing Date. The consideration shall be payable to each of the Sellers in the manner set out in **SCHEDULE II**.
- 2.3. All Taxes payable under applicable Law by the Sellers, including income or capital gains Taxes, if any, relating to the sale of the Sale Shares and the transactions contemplated herein, shall be the sole liability and responsibility of the Sellers. Each Seller shall: (i) be responsible for the payment of any and all Taxes related to this Agreement and the Purchaser shall have no liability in that regard; (ii) such Seller shall file necessary Tax returns as ‘resident’ in India, reporting the receipt of its portion of the Acquisition Consideration as sale consideration for computation of capital gains under Section 45 of the IT Act and (iii) be responsible for any Taxes arising on account of Argoid being regarded as an representative assessee of the Sellers, including pursuant to section 163 of the IT Act.
- 2.4. Notwithstanding anything contained in this Agreement, the Purchaser shall not, by virtue of execution of this Agreement or the consummation of the transactions contemplated hereby, be or become liable for any obligations or liabilities of the Sellers, with respect to or arising out of their ownership of the Sale Shares, including any obligations or liabilities which arise: (i) on or prior to the Closing Date; and (ii) after the Closing Date but pertain to a cause of action which arose on or prior to the Closing Date.

3. CONDITIONS PRECEDENT

- 3.1. The obligation of the Purchaser to acquire the Sale Shares is subject to fulfilment of the Conditions Precedent, to the satisfaction of Amagi.
- 3.2. To the extent any Condition Precedent is capable of being waived without resulting in a breach of applicable Law, Amagi may waive any such Condition Precedent by issuing a written notice to the Sellers and the Company, respectively.
- 3.3. The Company shall undertake best efforts to ensure that the Conditions Precedent are fulfilled as soon as practicable after the Execution Date and in any event, before the

Long Stop Date. The Sellers shall, to the extent commercially reasonable, cooperate with the Company in ensuring the completion of the Conditions Precedent.

- 3.4. Upon fulfilment of the Conditions Precedent (other than those set out under Paragraphs 1, 4, 5 and 7 of **SCHEDULE III**), the Company shall deliver to the Purchaser and Amagi, CP Fulfilment Certificate (in the form provided in **Part A** of **SCHEDULE IV**), along with documentary evidence of fulfilment of such conditions precedent. In the event Amagi has raised any concern or objection to the satisfaction of any Condition Precedent, the Company shall satisfy the relevant condition in the manner as may be necessary and on the date of successful completion of such condition to the satisfaction of Amagi, the CP Fulfilment Certificate shall be deemed to be issued to Amagi and the Purchaser by the Company. The Company shall provide the Sellers with a copy of the CP Fulfillment Certificate submitted to Amagi and the Purchaser.
- 3.5. Upon fulfilment of the Conditions Precedent set out under Paragraphs 1, 4, 5 and 7 of **SCHEDULE III**, each of the Sellers shall deliver to the Purchaser and Amagi and the Company, CP Fulfilment Certificate (in the form provided in **Part B** of **SCHEDULE IV**), along with documentary evidence of fulfilment of such conditions precedent. In the event Amagi has raised any concern or objection to the satisfaction of any Condition Precedent, the Sellers shall satisfy the relevant condition in the manner as may be necessary and on the date of successful completion of such condition to the satisfaction of Amagi, the CP Fulfilment Certificate shall be deemed to be issued to Amagi and the Purchaser by the Sellers.

4. CLOSING

- 4.1. The sale and transfer of the Sale Shares from the Seller to the Purchaser shall occur, on a date identified by Amagi (“**Closing Date**”), which shall in any event be within 7 (seven) Business Days of the receipt of the CP Fulfillment Certificate from the Company and Sellers, to the satisfaction of Amagi.
- 4.2. On the Closing Date:
 - 4.2.1. Purchaser shall remit the Acquisition Consideration to the Seller Bank Accounts, in the manner set out in **SCHEDULE II**, by way of wire transfer or such other method as may be acceptable to the Purchaser and the Sellers.
 - 4.2.2. Purchaser shall make payment of the stamp duty payable on the transfer of Sale Shares.
 - 4.2.3. Simultaneously with the receipt of evidence of remittance by the Purchaser of the Acquisition Consideration, Sellers shall issue duly signed instructions to their depository participants to debit the Sale Shares from their demat account and to credit the same to the Purchaser Demat Account; and ensure that such credit is undertaken on the same day.
 - 4.2.4. The Company shall convene meeting of its board of directors, and the following resolutions shall be passed:

- (i) Recording the transfer of Sale Shares from the Sellers to the Purchaser;
 - (ii) Authorising necessary entries in the register of members, and register of share transfer to record the foregoing actions and making all necessary filings with the registrar of companies, as may be necessary; and
 - (iii) Calling for a general meeting of the shareholders of the Company and obtaining shorter consent approval for conducting the meeting on the Closing Date.
- 4.3. All actions contemplated under Clause 4.2 above in respect of a Seller (collectively “**Closing**”) shall be deemed to have occurred simultaneously and Closing as contemplated herein shall not be deemed to have occurred unless all such actions are consummated. It is hereby clarified that in the event Closing is not completed for any Seller within 4 (four) Business Days of the Closing Date, then Parties shall undertake all actions required to reverse the transactions which have been undertaken and any Acquisition Consideration received by any Seller shall be refunded to Purchaser immediately.

5. CONDITIONS SUBSEQUENT

- 5.1. Within 30 (thirty) days of the Closing Date, the Sellers shall: (i) file form FC-TRS through the single master form along with the supporting documents on the FIRMS portal of the Reserve Bank of India, to report the transfer of the Sale Shares; and (ii) deliver to the Purchaser: (a) a copy of the filed FC-TRS along with all the supporting documents and the screenshot of the FIRMS portal reflecting the completion of the filing, (b) the acknowledgement from the authorized dealer bank confirming that the form has been duly filed, and (c) such other documents as may be requested by the authorized dealer bank.

6. REPRESENTATIONS

- 6.1. Each Seller severally represents and warrants to the Purchaser and Amagi, that each of the representations, warranties and statements set out in **SCHEDULE V** (“**Warranties**”) are true and correct as of the Execution Date and Closing Date.

7. COVENANTS

- 7.1. From the Execution Date up to the Closing Date, the Company and each of the Sellers, to the extent applicable, shall ensure that they will not:
- 7.1.1. do, or permit anything, which would constitute (or may lead to) a breach of the Warranties;
 - 7.1.2. take all such actions as may be necessary to ensure completion of the transactions contemplated in this Agreement;
 - 7.1.3. not take any actions which could result in the Conditions Precedent not being fulfilled in a timely manner;

- 7.1.4. solicit, or encourage the initiation or submission of, or accept, any expression of interest, inquiry, proposal or offer from any Person (other than Amagi or any Affiliate of Amagi) relating to or in connection with a possible Competing Transaction;
- 7.1.5. participate in any discussions or negotiations or enter into any agreement or arrangement (whether formal or informal, binding or otherwise) relating to or in connection with a possible Competing Transaction.

8. TERM AND TERMINATION

- 8.1. This Agreement shall come into effect on the Execution Date and shall remain valid and binding until terminated in accordance with Clause 8.2 below.
- 8.2. This Agreement:
 - 8.2.1. may be terminated by Amagi by issuing a notice in writing to the other Parties, if Closing does not occur on or prior to the Long Stop Date; and
 - 8.2.2. may be terminated prior to Closing, if mutually agreed in writing by all the Parties to this Agreement;
 - 8.2.3. may be terminated by Amagi against the Sellers, in the event Closing does not occur in the manner and time envisaged in this Agreement after the remittance of Acquisition Consideration. In such event, without prejudice to the other rights that Amagi may have under this Agreement and/or under Law or in equity, the Seller shall refund the entire portion of the Acquisition Consideration received by it to the Purchaser, without any deductions/withholding, if any except as may be required under Applicable Laws, and any statutory fees and expenses incurred, including stamp duty charges.
- 8.3. Termination of this Agreement in accordance with Clause 8.2 shall be without prejudice to the accrued rights and obligations of the Parties, including, for the avoidance of doubt, any accrued rights to seek appropriate reliefs for breaches of the Agreement.
- 8.4. It is hereby agreed and acknowledged by the Parties that the provisions of Clause 1 (*Definitions*), 9 (*Governing Law and Dispute Resolution*), 10 (*Notices*) and 11 (*Miscellaneous*) as are applicable or relevant thereto, shall survive termination of this Agreement.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. This Agreement and the transactions contemplated in this Agreement shall be governed by the laws of the Republic of India, without reference to its conflict of laws provisions. The courts in Bangalore, India shall have exclusive jurisdiction over all disputes arising out of, or in relation to, this Agreement and the transactions contemplated herein.
- 9.2. In the event of dispute between the Parties regarding any matter pertaining to, or covered by this Agreement, the Parties shall resolve such dispute through arbitration in accordance with the provisions set out below:

- 9.2.1. the arbitration shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996;
 - 9.2.2. all arbitration proceedings shall be conducted in English language;
 - 9.2.3. the seat and venue of arbitration shall be Bangalore, India;
 - 9.2.4. the arbitration proceedings shall be conducted by a panel of 3 (three) arbitrators, of which 1 (one) arbitrator shall be appointed jointly by the claimants in the dispute, 1 (one) arbitrator shall be appointed jointly by the respondents in the dispute and the third, presiding arbitrator shall be appointed jointly by the 2 (two) appointed arbitrators;
 - 9.2.5. the award of the arbitral tribunal shall be final and binding on the Parties.
- 9.3. Nothing shall preclude a Party from seeking interim equitable or injunctive relief (including, pursuant to Section 9 of the (Indian) Arbitration and Conciliation Act, 1996), or both, from a court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any monetary remedy through the arbitration described in this Clause 9.

10. NOTICES

- 10.1. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it by:
- 10.1.1. email at the email address set forth below; and
 - 10.1.2. at least any one of, hand delivery, pre-paid registered mail or courier (in each case, to the address set forth below).

In each case, it shall be marked for the attention of the relevant Party set forth below. Any such notices shall be deemed delivered, in case of courier/pre-paid registered mail, at the time of first service, as evidenced by the delivery receipt; and in the case of email, at the time of transmission.

To Amagi:

Attention: Reece Hunt
Address: 838, Walker Rd, Suite 21-2, Dover DE 19904 United States
Telephone: 315-538-9500.
Email: compliance@amagi.com

To the Purchaser:

Attention: Mr. Gokul Muralidharan
Address: 838, Walker Rd, Suite 21-2, Dover DE 19904 United States
Telephone: +1 510 320 8665

Email: gokul@argoid.com

With copy to Amagi.

To the Company:

Attention: Mr. Gokul Muralidharan
Address: 1 Pennsylvania Plaza, Suite 1401, New York, NY 10119
Telephone: +1 510 320 8665
Email: gokul@argoid.com

To Seller 1:

Attention: Mr. Girish Shivani
Address: 416, 4th Floor, MGF Metropolis, (Lifestyle) Mall Metro Station, near, Mehrauli-Gurgaon Rd, Gurugram, Haryana 122002
Telephone: +91 98101 13092
Email: girish.shivani@yournest.in

To Seller 2:

Attention: Mr. Ganesh Raju
Address: Sy. No. 161, 204, Khatha No. 941/161, 204/01, Vibhuthipura, Doddanekkundi, Bangalore, Bangalore North, Karnataka, India, 560075
Email: legal@turbostart.co

To Seller 3:

Attention: Mr. Naveena Reddy
Address: A/102, Neelam Centre, S.K. Ahire Marg, Worli, Mumbai – 400030
Telephone: +91 99717 87958
Email: naveena@leadangels.in

- 10.2. A Party may change the contact details provided in Clause 10.1 for such Party or designate additional contact information for the purpose of this Clause 10.2, by giving each of the other Parties written notice of such change.

11. MISCELLANEOUS

- 11.1. Independent Rights: Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.
- 11.2. Counterparts: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

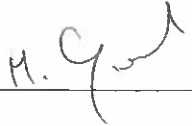
- 11.3. Amendment and Variation: No amendment or variation of this Agreement shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.
- 11.4. Assignment: This Agreement is personal to the Parties hereto, and shall not be capable of assignment by any Party, except that Amagi can identify another Person to be the Purchaser and Purchaser and Amagi can assign their rights under this Agreement to any Person who is acquiring the Sale Shares.
- 11.5. Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party and in case of waiver by Purchaser, by an authorized representative of Purchaser and Amagi.
- 11.6. Confidentiality: Each Party shall keep all information and other materials in relation to: (i) the transactions contemplated under this Agreement; and (ii) the other Parties confidential and shall not divulge such information except as required under applicable Law or requested by any Governmental Authority or for the enforcement of rights under this Agreement. Amagi shall be free to disclose such information to their direct and indirect shareholders, investors, affiliates, or advisors.
- 11.7. Severability: If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 11.8. Entire Agreement: This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements whether oral or written, relating to such subject matter.
- 11.9. Further Assurances: Each of the Parties shall, at all times, act in good faith in the discharge of their obligations under this Agreement and not do anything which would constitute a contravention of its terms. Each Party shall do all such acts, deeds and things and execute all such deeds, documents and writings as may be necessary for the consummation of the transactions set out in this Agreement in the manner contemplated hereunder.
- 11.10. Relationship between the Parties: The Parties are independent contractors. None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Parties except as specifically provided by this Agreement.
- 11.11. Costs and Expenses:
- 11.11.1. Each Party shall bear the respective costs and expenses incurred in connection with the preparation, negotiation, and execution of this Agreement.

11.11.2. All stamp duties payable in relation to: (a) this Agreement and (b) the sale and transfer of the Sale Shares contemplated herein, shall be borne solely by the Purchaser.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **ARGOID ANALYTICS INC.**



Authorized Signatory

Name: Gokulakannan Muralidharan

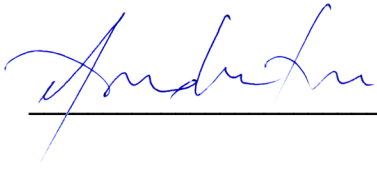
Designation: Chief Executive Officer

Date: 11/21/2024

*Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc.,
Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels
Fund, and Amagi Corporation.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **ARGOID ANALYTICS PRIVATE LIMITED**



Authorized Signatory



Name: Soundararajan Velu

Designation: Founder & CPO

Date: Nov – 21 – 2024

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **INNOVATIONQORE LLP**.

Authorized Signatory

Name: Kada Raju Ganesh



Designation: Authorised Signatory

Date: November 21, 2024

*Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc.,
Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels
Fund, and Amagi Corporation.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **YOURNEST INDIA VC FUND II**

Authorized Signatory

Name: Girish Shivani

Designation: Executive Director & Fund Manager

Date: 18th November 2024

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **LEAD ANGELS FUND**

Authorized Signatory

Name:

Designation:

Date:

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **AMAGI CORPORATION**



Authorized Signatory

Name: Arunachalam Srinivasan Karapattu

Designation: Director & CEO

Date:

SCHEDULE I

PART A

SHARE CAPITAL OF THE COMPANY AS ON THE EXECUTION DATE

Sl.	Name of shareholder	No. of Equity Shares held (Rs. 1/- each)	No. of Preference Shares held (Rs. 1/- each)	Equity Share equivalent	% of fully diluted
1.	Argoid Analytics, Inc.	9,999		9,999	75.59%
2.	Mr. Gokul Muralidharan	1		1	0.01%
3.	InnovationQore LLP (Series Seed)	4	545	549	4.15%
4.	YourNest India VC Fund II (Series Seed)	10	1467	1477	11.17%
5.	YourNest India VC Fund II – Pre Series A		700	700	5.29%
6.	YourNest India VC Fund II – Pre Series A		300	300	2.27%
7.	Lead Angels – Pre Series A		202	202	1.52%
	Total	10,014	3,214	13,228	100.00%

PART B

SHARE CAPITAL OF THE COMPANY AS ON THE CLOSING DATE

Sl.	Name of shareholder	No. of Equity Shares held (Rs. 1/- each)	No. of Preference Shares held (Rs. 1/- each)	Equity Share equivalent	% of fully diluted
1.	Argoid Analytics, Inc.	10,013	3,214	13,227	99.99%
2.	Nominee of Argoid Analytics, Inc.	1		1	0.01%

SCHEDULE II

SALE SHARES AND ACQUISITION CONSIDERATION

Sl .	Seller	Sale Shares Equity Shares	Sale Shares Preference Shares	Acquisition Consideration (in USD)
1.	InnovationQore LLP (Series Seed)	4	545	169,000
2.	YourNest India VC Fund II (Series Seed)	10	1467	455,000
3.	YourNest India VC Fund II – Pre Series A		10 00	287,975
4.	Lead Angels – Pre Series A		202	56,043
	Total	14	3,214	968,018

SCHEDULE III
CONDITIONS PRECEDENT

1. Each of the Warranties being true, correct, complete and not misleading on the Execution Date and on the Closing Date.
2. No Order or any other restraint or prohibition under applicable Law being in effect or having been issued or made by any Governmental Authority or any other Person which prevents or restricts the Company or any of the Sellers from performing their obligations under this Agreement.
3. The Company shall deliver a valuation report from a registered chartered account or merchant banker determining the fair market value of the Sale Shares, as required under (i) the Foreign Exchange Management Act, 1999, and the Foreign Exchange Management (Non-debt Instrument) Rules, 2019, and (ii) Section 56(2)(x) of the IT Act read with Rule 11UA of the Income Tax Rules, 1962.
4. The Company will coordinate with each of the Sellers to provide Amagi certificate(s) from a tax practitioner acceptable to Amagi (along with a reliance letter), certifying that there are no pending tax proceedings which could render the sale of Sale Shares void under Section 281 of the IT Act, along with the requisite screenshots (including screenshot of outstanding tax demands / e-proceedings / pending actions / for your information tab etc.) as obtained from the income-tax portal (www.incometaxindiaefiling.gov.in) and the TDS Reconciliation Analysis and Correction Enabling System (TRACES) portal which shall be annexed to the letter. The screenshots provided in the letter should not be of a date more than 10 days prior to the Closing Date (“**Section 281 Reports**”).
5. The Company will coordinate with Seller 1 to provide Amagi certificate(s) from a tax practitioner acceptable to Amagi (along with a reliance letter), certifying that there are no pending tax proceedings which could render the sale of Sale Shares void under Section 81 of the Central Goods and Services Tax Act, 2017 (“**CGST Act**”) (“**Section 81 Report**”).
6. The Company shall ensure that it has duly filed Form 3CEB/Part A of Form 3CEAA and the income tax return in accordance with the provisions of the IT Act for the financial year 2023-24.
7. The Sellers shall have prepared the drafts of the form FC-TRS in relation to the Sale Shares and all supporting documents as may be required under applicable foreign exchange regulations, required to be filed with the authorized dealer bank in respect of the Sale Shares. The Sellers shall have shared the draft documents with the authorized dealer bank and obtained their in-principal approval on such documents.
8. Termination agreement to the Existing Shareholders Agreement shall have been executed.

9. The Company shall have adopted the restated articles of association, removing provisions of the Existing Shareholders Agreement; and Form MGT-14 shall have been filed.
10. Employees of the Company shall have tendered their resignation(s) which is accepted by Company, and they shall have accepted employment with Amagi Media Labs Private Limited on a continuing basis.
11. All Existing Directors shall have tendered their resignation letters.
12. The Company shall convene meeting of its board of directors, and the following resolutions shall be passed:
 - (i) Recording the resignation of the Existing Directors;
 - (ii) Approving the appointment of Amagi Directors;
 - (iii) Revoking all existing authorisations granted to the Existing Directors;
 - (iv) Approving change of signatories to all the bank accounts of the Company, as set out below:

Bank Account	Existing Signatory	New Signatory
ICICI Bank Limited - A/c # 107505002611	Gokul Muralidharan and Chackaravarthy E	Vijay NP and Prabhu Mamidi
ICICI Bank Limited - A/c # 107505003425	Gokul Muralidharan	Vijay NP and Prabhu Mamidi

- (v) Authorising necessary entries in the register of directors to record the foregoing actions and making all necessary filings with the registrar of companies, as may be necessary; and
 - (vi) Calling for a general meeting of the shareholders of the Company and obtaining shorter consent approval for conducting the meeting on such date as may be mutually agreed to with Amagi.
13. The Company shall convene meeting of its shareholders, and the shareholders shall approve appointment of Amagi Directors.
14. The Company shall have handed over to the authorized representative of Amagi all the documents, permits, licenses, title documents, books of accounts, and any corporate, tax or other records relating to the Company, including minutes book, registers under the Act, delivery instruction slip booklet for the Company demat account, cheque books, login credentials for all government portals including but not limited SMF portals, provident fund portal, employee state insurance portal and TRACES.

15. The Company shall have provided statutory compliances in relation to tax deducted at source, goods and services tax, provident fund, employee state insurance workings from inception of the Company till the Closing Date.
16. The Company shall have filed the OPI forms for the prior financial years and made payment of the late submission fees.
17. All the Sale Shares and shares held by Purchaser in the Company shall have been dematerialized; and the Purchaser shall have held its shareholding in the Company in dematerialized mode.
18. The Company shall have filed Form PAS-6 with the Registrar of Companies of the half year ended September 30, 2024.

SCHEDULE IV

FORM OF CP FULFILLMENT CERTIFICATE BY THE COMPANY

Dated: [●]

To,
Amagi Corporation
[●]

Argoid Analytics, Inc.
[●]

Copy to:

Seller 1
[●]

Seller 2
[●]

Seller 3
[●]

Dear Sir(s)

We refer to the Share Purchase Agreement dated [●], executed between [●] (“**Agreement**”).

We hereby confirm the fulfilment of the following Conditions Precedent and enclose herewith the following documents as evidence of fulfillment of such Conditions Precedent:

Clause No. In The Agreement	Confirmation Given / Documentary Proof Enclosed
Schedule III, Paragraph 2	No Order or any other restraint or prohibition under applicable Law is in effect or has been issued or made by any Governmental Authority or any other Person which prevents or restricts the Company or any of the Sellers from performing their obligations under this Agreement.
Schedule III, Paragraph 3	The Company has obtained the valuation reports as attached under Annexure 1 to this letter.
Schedule III, Paragraph 6	The Company has shared Form 3CEB, Part A of Form 3CEAA, and its income tax return for financial year 2023-23, as attached under Annexure 2 to this letter.

Schedule III, Paragraph 8	The Existing Shareholders Agreement has been terminated vide the SHA termination letter as attached under Annexure 3 to this letter.
Schedule III, Paragraph 9	The Company has restated its articles of association, removing the provisions of the Existing Shareholders Agreement. A copy of the restated articles and the corresponding form MGT-14 have been attached under Annexure 4 to this letter.
Schedule III, Paragraph 10	Employees of the company have tendered their resignation and accepted employment with Amagi Media Labs Private Limited. A copy of the resignation letters is attached under Annexure 5 to this letter.
Schedule III, Paragraph 11	All Existing Directors have tendered their resignation. A copy of the resignation letters has been attached under Annexure 6 to this letter.
Schedule III, Paragraph 12	The Company has convened its Board Meeting and passed resolutions recording the resignation of Existing Directors, approving the appointment of Amagi Directors, revoking existing authorisations to Existing Directors, approving changes to the signatories of the bank accounts of the Company, and calling for a general meeting of the shareholders on shorter consent. A copy of the resolutions has been attached under Annexure 7 to this letter.
Schedule III, Paragraph 13	Company has convened the shareholders meeting and shareholders have approved the appointment of Amagi Directors. Copy of the resolution has been attached under Annexure 8 to this letter.
Schedule III, Paragraph 14	List of documents and information handed over has been attached under Annexure 9 to this letter.
Schedule III, Paragraph 15	List of information handed over has been attached under Annexure 10 to this letter.
Schedule III, Paragraph 16	Company has filed OPI forms for the prior financial years and made payment of the late submission fees. Copy of the OPI forms and evidence of the payment of the late submission fees has been attached under Annexure 11 to this letter.
Schedule III, Paragraph 17	All the Sale Shares and shares held by Purchaser in the Company have been dematerialized; and the Purchaser holds its shareholding in the Company in

	dematerialized mode. A copy of the Benpos statement has been attached under Annexure 12 to this letter.
Schedule III, Paragraph 18	The Company has filed Form PAS-6 with the Registrar of Companies for the half year ended September 30, 2024. A copy of the Form PAS-6 and the acknowledgement has been attached under Annexure 13 to this letter.

Terms used but not defined herein shall have the meaning attributed to them under the Agreement.

Yours faithfully,
For and on behalf of Company
<div style="border-bottom: 1px solid black; height: 1.2em; width: 30%; margin: 10px 0;"></div> By: Title: Encl: [●]

PART – B

FORM OF CP FULFILLMENT CERTIFICATE TO BE ISSUED BY SELLERS

Dated: [●]

To,
Amagi Corporation
[●]

Argoid Analytics Inc.
[●]

To,
The Company
[●]

Dear Sir(s)

We refer to the Share Purchase Agreement dated [●], executed between [●] (“**Agreement**”).

We hereby confirm the fulfilment of all Conditions Precedent as below and enclose herewith the following documents as evidence of fulfillment of such Conditions Precedent:

Clause/ Section No. in the Agreement	Confirmation Given/ Documentary Proof Enclosed
Schedule III, Paragraph 1	Each of the Warranties are true, correct, complete and not misleading on the Execution Date and on the Closing Date.
Schedule III, Paragraph 4	The Sellers have provided the Section 281 Reports as set out under Annexure 1 to this letter.
Schedule III, Paragraph 5	Seller 1 has provided the Section 81 Report, as set out under Annexure 2 to this letter.
Schedule III, Paragraph 7	Drafts of the form FC-TRS in relation to the Sale Shares and all supporting documents are set out under Annexure 3 to this letter.

Terms used but not defined herein shall have the meaning attributed to them under the Agreement.

Yours Faithfully,

For and on behalf of InnovationQore LLP

By:

Title:

Encl:

For and on behalf of YourNest India VC Fund II

By:

Title:

Encl:

For and on behalf of Lead Angels Fund

By:

Title:

Encl:

SCHEDULE V

REPRESENTATIONS AND WARRANTIES

1. Authority; Capacity; No Conflict

- 1.1. Each of the Sellers is duly incorporated and validly existing under the Laws of India.
- 1.2. The Sellers have all necessary corporate power, authority and capacity to enter into this Agreement and all other documents and instruments required to be executed pursuant to this Agreement or in connection therewith, and to perform its obligations under this Agreement.
- 1.3. This Agreement has been duly and validly executed by each Seller and shall constitute a valid and legally binding obligation on it, enforceable against it in accordance with its terms.
- 1.4. The investment made by the Sellers in the Company and ownership of the Sale Shares is in compliance with applicable Law. The execution, delivery and performance by it of this Agreement will not:
 - 1.4.1. violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of any Encumbrances or constitute a default, an event of default (or event that, with the giving of notice or lapse of time or both, would constitute an event of default) or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following: (i) its charter documents; (ii) any contract to which it is a party; (iii) any consents, governmental approval or waivers, as the case may be, of any Person required to give effect to and complete the transactions contemplated in this Agreement and/or by which it is bound; or (iv) any applicable Law or any Order which applies to it;
 - 1.4.2. constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance in relation to such Seller under any bankruptcy act or other applicable law.
- 1.5. No consent or governmental approval to, from or with any Person is required on the part of Sellers in connection with the execution, delivery and performance of this Agreement, the compliance by any of them with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

2. Title to Sale Shares

- 2.1. Each Seller is the sole legal and beneficial owner of their respective Sale Shares. Each of them has good and marketable title to the Sale Shares free and clear of any Encumbrances, equities and claims whatsoever with full right and absolute authority to sell the Sale Shares in the manner contemplated in this Agreement.

- 2.2. Other than the Sale Shares, the Sellers do not: (i) own, legally or beneficially, any other security issued by the Company; and (ii) have the right to acquire any securities issued (or to be issued) by the Company.
- 2.3. No Seller has entered into or arrived at any contract with any Person or undertaken any act, which will render the sale and purchase of the Sale Shares by it to the Purchaser: (a) in violation of such contract; or (b) void or voidable at the option of any Person; or (c) result in extinguishment or forfeiture of the Sale Shares.
- 2.4. All of the rights attached to the Sale Shares have only been exercised by Sellers, and/ or by their duly authorized representatives.
- 2.5. The Sellers have acquired the Sale Shares in accordance with applicable Laws including anti-money laundering laws, and none of the funds the Sellers used to acquire the Sale Shares were proceeds obtained, directly or indirectly, as a result of unlawful activity.

3. **Residency and Tax Warranties**

- 3.1. Neither of Seller 2 and Seller 3 have any registrations under the Central Goods and Services Tax Act, 2017, or any other goods and services tax that may be applicable to them.
- 3.2. Section 81 of the Central Goods and Services Tax Act, 2017, is not applicable to Seller 2 and Seller 3.
- 3.3. Each of Seller 2 and Seller 3 is, and has been since its initial investment in Argoid India a registered alternative investment fund under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012.
- 3.4. Each Seller holds the Sale Shares as a “*capital asset*” as defined under the provisions of IT Act and the Sale Shares have been classified the same in their books of accounts under the head “investments” and not as stock in trade on a continuous basis since the date of acquisition of such Sale Shares.
- 3.5. The details of acquisition of the Sale Shares held by the Seller are as follows:

Name of Shareholder	Number of Equity Shares	Number of Preference Shares	Date of acquisition	Cost of shares (INR)	Currency of negotiation of cost price
YourNest India VC Fund II	10		February 16, 2021	3,50,000	INR
YourNest India VC Fund II		623	February 16, 2021	2,18,05,000	INR
YourNest India VC Fund II		844	November 18, 2021	2,95,40,000	INR
YourNest India VC Fund II		700	August 16, 2022	2,45,00,000	INR
YourNest India VC Fund II		300	December 26, 2022	1,05,00,000	INR

InnovationQore LLP	4		April 23, 2021	1,40,000	INR
InnovationQore LLP		281	April 23, 2021	98,35,000	INR
InnovationQore LLP		264	February 7, 2022	92,40,000	INR
LeadAngels Fund		202	May 30, 2023	70,70,000	INR

3.6. (i) Seller 1, (ii) Seller 2 and its investment manager and sponsor and (iii) Seller 3 and its investment manager and sponsor, are classified as a resident under Section 6 of the IT Act and are a 'person resident in India' under the Foreign Exchange Management Act, 1999.

3.7. The Sellers have been issued a permanent account number by the relevant Tax authority in accordance with the provisions of the IT Act which is validly subsisting. The details of the permanent account numbers are as follows:

Name of Shareholder	Permanent Account Number
YourNest India VC Fund II	AAATY5120D
InnovationQore LLP	AAHFI7562A
Lead Angels Fund	AABTL9389E

3.8. The consideration accruing to each of the Sellers on transfer of Sale Shares is not less than the fair market value of the Sale Shares determined in accordance with the provisions of Section 50CA of the IT Act read with relevant rules.

3.9. The Sellers have not received any written communication from any Governmental Authority in relation to any Tax related matters and there are no pending proceedings or threatened proceedings under applicable Law against the Sellers which may adversely affect the transfer of the Sale Shares or render the transactions contemplated under this Agreement as void or voidable under Section 281 of the IT Act or Section 81 of the Central Goods and Services Tax Act, 2017.

3.10. The information and documents provided to the tax practitioner for preparation of Section 281 and Section 81 Reports is true, correct, complete and not misleading in any manner.

3.11. The Purchaser shall not be liable for any Taxes on account of the Purchaser being regarded as a representative assessee of any of the Seller(s) under the provisions of Income Tax Act, 1961

3.12. All tax returns to be filed, have been filed by the Sellers in accordance with the IT Act.