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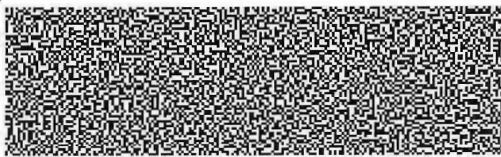
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA12147436776389X
Certificate Issued Date : 02-Dec-2025 04:03 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0829124231528439X
Purchased by : AMAGI MEDIA LABS LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : SHARE ESCROW AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : AMAGI MEDIA LABS LIMITED
Second Party : SELLING SHAREHOLDERS AND MUFG INTIME INDIA PVT LTD
Stamp Duty Paid By : AMAGI MEDIA LABS LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT EXECUTED AMONG AMAGI MEDIA LABS LIMITED, THE INVESTOR SELLING SHAREHOLDERS, THE INDIVIDUAL SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

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| Certificate No. | : IN-KA12145253572177X |
| Certificate Issued Date | : 02-Dec-2025 04:03 PM |
| Account Reference | : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY |
| Unique Doc. Reference | : SUBIN-KAKACRSFL0829130737341893X |
| Purchased by | : AMAGI MEDIA LABS LIMITED |
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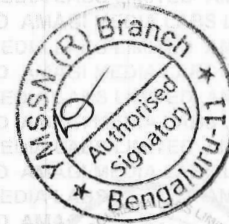
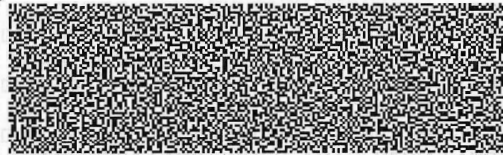
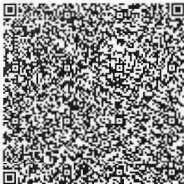
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Government of Karnataka

Rs. 500

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Certificate No. : IN-KA12146441629405X
Certificate Issued Date : 02-Dec-2025 04:03 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0829127908835694X
Purchased by : AMAGI MEDIA LABS LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : SHARE ESCROW AGREEMENT
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SHARE ESCROW AGREEMENT

DATED JANUARY 7, 2025

BY AND AMONGST

AMAGI MEDIA LABS LIMITED

AND

THE INVESTOR SELLING SHAREHOLDERS (AS SET OUT IN SCHEDULE I)

AND

THE INDIVIDUAL SELLING SHAREHOLDERS (AS SET OUT IN SCHEDULE I)

AND

MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

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SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this “**Agreement**”) is entered into on this 7th day of January 2026, (the “**Agreement Date**”) at Bengaluru, Karnataka, India by and among:

1. **AMAGI MEDIA LABS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Raj Alkaa Park, Survey No. 29/3 and 32/2, 4th floor, Kalena Agrahara Village, Begur Hobli, Bengaluru – 560 076, Karnataka, India Raj Alkaa Park, Survey No. 29/3 and 32/2, 4th floor, Kalena Agrahara Village, Begur Hobli, Bengaluru – 560 076, Karnataka, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its authorized representatives, successors and permitted assigns) of the **FIRST PART**;

AND

2. **INVESTOR SELLING SHAREHOLDERS**, meaning entities as set out in **Schedule I** of this Agreement (hereinafter referred to as the “**Investor Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its authorized representatives, successors and permitted assigns) of the **SECOND PART**;

AND

3. **INDIVIDUAL SELLING SHAREHOLDERS**, meaning individuals as set out in **Schedule I** of this Agreement (hereinafter referred to as the “**Individual Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its, successors and permitted assigns, collectively the Investor Selling Shareholders and Individual Selling Shareholders are referred as the “**Selling Shareholders**”) of the **THIRD PART**;

AND

4. **MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, and having its registered office at C-101, Embassy 247, L B S Marg, Vikhroli (West), Mumbai, 400 083, Maharashtra, India (hereinafter referred to as “**Share Escrow Agent**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FOURTH PART**.

In this Agreement, the Company, the Selling Shareholders and the Share Escrow Agent are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of the face value of ₹5 each of the Company (the “**Equity Shares**”), comprising (a) a fresh issue of Equity Shares by the Company aggregating up to ₹8,160 million (the “**Fresh Issue**”); and (b) an offer for sale of up to 26,942,343 Equity Shares by the Selling Shareholders, as indicated for the respective Selling Shareholders in **Schedule I** (such offer for sale, the “**Offer for Sale**”). The Fresh Issue and Offer for Sale are collectively referred to as the “**Offer**” and the Equity Shares offered by the Selling Shareholders in the Offer for Sale are referred to as “**Offered Shares**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act (*defined below*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Law (*defined below*), at

such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations (the “**Book Building Process**”), by the Company, in consultation with the BRLMs (the “**Offer Price**”). The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in “offshore transactions”, as defined in, and in compliance with, Regulation S under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) (“**Regulation S**”) and in compliance with the SEBI ICDR Regulations, (ii) in the United States to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) pursuant to Section 4(a) of the U.S. Securities Act, and (iii) outside India and the United States, to institutional investors in “offshore transactions”, as defined in, and in compliance with, Regulation S and in each case, in compliance with the applicable laws of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (*defined below*) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

- (B) The board of directors of the Company (the “**Board**”) has pursuant to a resolution dated July 23, 2025 read with the resolution passed at its meeting held on November 28, 2025 and January 7, 2026 approved the Offer, and the shareholders of the Company have approved and authorised the Offer by way of their resolution dated July 24, 2025.
- (C) Each of the Selling Shareholders, has severally and not jointly, authorised and consented to participate in the Offer for Sale, pursuant to its respective board/committee resolutions, as applicable, and the consent letters, details of which are mentioned in **Schedule I**. The Board has, taken on record the consent (several and not joint) of each of the Selling Shareholders to participate in the Offer pursuant to its resolution dated January 7, 2026.
- (D) The Company and the Selling Shareholders have appointed Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited (collectively, the “**Book Running Lead Managers**” or “**BRLMs**”) to manage the Offer as the book running lead managers. The BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer as set out in the fee letter dated July 25, 2025 entered into between the Company, the Selling Shareholders and the BRLMs (the “**Fee Letter**”), inter-alia, subject to the terms and conditions forth therein and entering into this Agreement. In furtherance to the Fee Letter, the Book Running Lead Managers, the Company and the Selling Shareholders have executed an Offer Agreement dated July 25, 2025, as amended through the amendment to the offer agreement dated November 28, 2025 (the “**Offer Agreement**”).
- (E) The Company has filed the Draft Red Herring Prospectus dated July 25, 2025, with the Securities and Exchange Board of India (the “**SEBI**”) and the Stock Exchanges (defined below) in accordance with the SEBI ICDR Regulations, in connection with the Offer. After incorporating the comments and observations of the SEBI and the Stock Exchanges, if any, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, Karnataka at Bengaluru (the “**RoC**”), and thereafter with the SEBI and the Stock Exchanges and will file a prospectus (“**Prospectus**”) in accordance with the Companies Act, 2013 and the SEBI ICDR Regulations. In addition, the Company has received in-principle approvals from BSE and NSE for listing of the Equity Shares pursuant to letters each dated October 9, 2025, respectively.
- (F) Pursuant to an agreement dated July 24, 2025, (the “**Registrar Agreement**”) the Company and the Selling Shareholders have appointed MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) as the Registrar to the Offer (as defined below).

- (G) The Company and each of the Selling Shareholders have agreed to authorise MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) to act as the Share Escrow Agent in terms of this Agreement and each of the Selling Shareholders have agreed, severally and not jointly, to transfer their respective portion of the Offered Shares as specified in **Schedule I**, on the Deposit Date (as defined below) in dematerialized form opened by the Share Escrow Agent with the Depository Participant (as defined below), in accordance with the terms of this Agreement. The Offered Shares are proposed to be credited to the demat account(s) of the Allottees (as defined below), subject to successful completion of the Offer in accordance with the terms of the Offer Agreement, (i) in terms of the Basis of Allotment (as defined below) (except with respect to Anchor Investors) approved by the Designated Stock Exchange (as defined below) in accordance with Applicable Law; and (ii) with respect to Anchor Investors, if any, on a discretionary basis by the Company, through its Board or a duly authorized committee thereof, in consultation with the Book Running Lead Managers, in accordance with Applicable Law.
- (H) Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them for the Share Escrow Agent to operate the Escrow Demat Account and transfer the Sold Shares (as defined below) pursuant to the Offer to the Allottees, and to transfer any remaining Unsold Shares (as defined below) back to the respective Selling Shareholders' Demat Accounts (as defined below) as set forth in this Agreement.

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

1. DEFINITIONS AND INTERPRETATIONS

- 1.1** All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Offer Documents (as defined below), as the context requires. In the event of any inconsistencies or discrepancies between the definitions contained in this Agreement and Offer Documents (as defined below), the definitions in the Offer Documents (as defined below), shall prevail, to the extent of any such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

“Affiliates” with respect to any Party, except where the content explicitly indicates otherwise, means (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) a holding company or subsidiary or joint venture of such Party, and/or (c) any other person in which such Party has a “significant influence” or which has “significant influence” over such Party, where (i) “significant influence” over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and (ii) shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition and this Agreement, (i) the terms **“holding company”**, **“subsidiary”** and **“joint venture”** have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013, respectively.

For the avoidance of doubt, the Selling Shareholders, jointly or severally, will not be regarded as an Affiliate of the Company and vice versa. The Parties further agree that none of the Selling Shareholders or their respective Affiliates shall be considered as Affiliates of

the other Selling Shareholders. Notwithstanding anything to the contrary in this Agreement, for the purposes of this Agreement, the Affiliates of the Investor Selling Shareholders shall only mean and refer to any entity or vehicle managed or controlled by such Investor Selling Shareholder. Any investee companies in respect of the Investor Selling Shareholder or its Affiliates, including their respective portfolio investee companies (including the Company), the limited partners and non-controlling shareholders and/ or its Affiliates (and each of their portfolio companies) shall not be considered “Affiliates” of such Investor Selling Shareholder.

It is clarified that (i) the Promoters and members of the Promoter Group are deemed to be Affiliates of the Company, and (ii) any reference in this Agreement to Affiliates includes any party that would be deemed an “affiliate” under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable;

“**Agreement**” has the meaning attributed to such term in the preamble;

“**Agreement Date**” shall have the meaning given to such term in the preamble;

“**Allot**” or “**Allotment**” or “**Allotted**” means, unless the context otherwise requires, the allotment of Equity Shares pursuant to the Fresh Issue and the transfer of the Offered Shares pursuant to the Offer for Sale, in each case, to the successful Bidders;

“**Allottee**” means a successful Bidder to whom the Equity Shares are Allotted;

“**Anchor Investor(s)**” means a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus who has Bid for an amount of at least ₹100.00 million;

“**Applicable Law(s)**” means any applicable law, by-law, rules, regulation, guideline, circular, instructions, communications, notification, orders, directions or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force and effect during the subsistence of this Agreement issued by any Governmental Authority, in any applicable jurisdiction, within or outside India, which, as the context may require, is applicable to the Offer or to the Parties, including any applicable securities law in any relevant jurisdiction, at common law or otherwise, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, the SEBI ICDR Regulations, the Foreign Exchange Management Act, 1999, each as amended, and the rules and regulations thereunder.

“**Basis of Allotment**” means the basis on which Equity Shares will be Allotted to successful Bidders under the Offer, as described in the Offer Documents.

“**BRLM**” or “**Book Running Lead Managers**” shall have the meaning given to such term in Recital (D);

“**BSE**” shall mean the BSE Limited;

“**Cash Escrow and Sponsor Bank Agreement**” means the agreement to be entered amongst the Company, the Selling Shareholders, the Syndicate Members, the Registrar to the Offer, the BRLMs, and the Banker(s) to the Offer for, among other things, appointment of the Escrow Collection Bank, the Public Offer Account Bank(s), the Refund Bank(s) and Sponsor Bank(s), collection of the Bid Amounts from the Anchor Investors, transfer of funds to the

Public Offer Account, and where applicable, remitting refunds, if any, to such Bidders, on the terms and conditions thereof;

“**Closing Date**” shall mean the date of Allotment of Equity Shares pursuant to the Offer;

“**Company**” has the meaning attributed to such term in the preamble;

“**Companies Act**” or “**Companies Act, 2013**” means the Companies Act, 2013, as applicable, along with the relevant rules, regulations, clarifications and modifications made thereunder;

“**Company Entities**” means the Company and its Subsidiaries;

“**Confidential Information**” shall have the meaning given to such term in Clause 10.12(i);

“**Control**” has the meaning attributed to such term under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and the terms “**Controlling**” and “**Controlled**” shall be construed accordingly.

“**Corporate Action Requisition**” shall mean the instructions duly signed by the Company, in the format as provided in **Schedule II**, as may be updated by the Depositories from time to time, along with supporting documentation listed in **Schedule III**, as may be updated by the Depositories from time to time, as applicable, authorizing the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat account(s) of the Allottees in relation to the Offer;

“**Debit Instruction**” shall have the meaning given to such term in Clause 5.6;

“**Depositories**” shall collectively mean the National Securities Depository Limited and the Central Depository Services (India) Limited;

“**Deposit Date**” shall mean the date by which each of the Selling Shareholders are required to deposit their respective portion of the Offered Shares in the Escrow Demat Account, i.e., at least two (2) Working Day prior to filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed in writing amongst the Company and the Selling Shareholders and the Book Running Lead Managers.

“**Depository Participant**” shall mean a depository participant as defined under the Depositories Act;

“**Designated Stock Exchange**” shall mean the BSE;

“**Dispute**” shall have the meaning given to such term in Clause 10.4(ii);

“**Disputing Parties**” shall have the meaning given to such term in Clause 10.4(ii);

“**Draft Red Herring Prospectus**” means the draft red herring prospectus dated July 25, 2025, issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer;

“**Equity Shares**” shall have the meaning given to such term in Recital (A);

“Escrow Demat Account” shall mean the common dematerialized account opened by the Share Escrow Agent in accordance with this Agreement with the Depository Participant to keep the Offered Shares in escrow;

“Event of Failure” shall mean the events listed out in Clause 5.3;

“FEMA” shall mean the Foreign Exchange Management Act, 1999, as amended, and rules and regulations made thereunder;

“Fresh Issue” shall have the meaning given to such term in Recital (A);

“Governmental Authority” includes SEBI, the Stock Exchanges, any registrar of companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

“Indemnified Party” shall have the meaning given to such term in Clause 7.1;

“IPO Committee” shall mean the IPO committee of the Board constituted to facilitate the process of the Offer;

“Lien” shall mean any pre-emptive right, claim, equity, lien, pledge, mortgage, security interest, charge, trust, transfer restriction, encumbrance or any other right or interest, both present and future;

“NSE” shall mean National Stock Exchange of India Limited;

“Offer” shall have the meaning given to such term in Recital (A);

“Offer Documents” means collectively and as the context requires, the DRHP, the RHP, the Bid cum Application Form and the accompanying Abridged Prospectus, the Confirmation of Allocation Notes, the Allotment Advice the Preliminary Offering Memorandum, the Prospectus, the Final Offering Memorandum, and the pricing supplement, including all supplements, corrections, amendments and corrigenda thereto, as applicable;

“Offer for Sale” shall have the meaning given to such term in Recital (A);

“Offer Price” shall have the meaning given to such term in Recital (A);

“Offered Shares” shall have the meaning given to such term in Recital (A);

“Parties” or **“Party”** shall have the meaning given to such term in the preamble;

“Public Offer Account” means the ‘no-lien’ and ‘non-interest bearing’ account to be opened with the Public Offer Account Bank, under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Demat Account and ASBA Accounts maintained with the SCSBs on the Designated Date;

“Prospectus” means the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 26 of the Companies Act, and the SEBI ICDR Regulations containing, inter alia, the Offer Price, the size of the Offer and certain other information, including any addenda or corrigenda thereto.

“**RBI**” means the Reserve Bank of India;

“**Red Herring Prospectus**” means the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the Offer Price and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/ Offer Opening Date and will become the Prospectus upon filing with the RoC on or after the Pricing Date.

“**Registrar**” or “**Registrar to the Offer**” or “**Share Escrow Agent**” shall mean MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*);

“**Regulation S**” shall have the meaning given to such term in Recital (A);

“**RoC**” or “**Registrar of Companies**” shall have the meaning given to such term in Recital (E);

“**Rule 144A**” shall have the meaning given to such term in Recital (A);

“**Selling Shareholder(s)**” shall have the meaning given to such term in the preamble;

“**Selling Shareholders’ Demat Accounts**” shall mean the respective demat accounts of the Selling Shareholders as set out in **Schedule IV**, from which Offered Shares will be credited to the Escrow Demat Account, in accordance with this Agreement;

“**Selling Shareholder’s Share Escrow Failure Notice**” shall have the meaning given to such term in Clause 5.4;

“**SEBI**” shall have the meaning given to such term in Recital (E);

“**SEBI ICDR Regulations**” shall have the meaning given to such term in Recital (A);

“**Share Escrow Failure Notice**” shall have the meaning given to such term in Clause 5.3;

“**Sold Shares**” shall mean the Offered Shares that are sold in the Offer in accordance with the finalized Basis of Allotment and credited to the demat accounts of the Allottees;

“**Stock Exchanges**” shall mean BSE and NSE;

“**Third Party**” shall mean any person other than the Parties;

“**Transfer**” shall mean any “transfer” of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholders therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value; and (iii) any Lien, in each case relating to the Offered Shares;

“**Unsold Shares**” shall mean any unsold Offered Shares, if any, remaining to the credit of the Escrow Demat Account after release of the Sold Shares to the demat account(s) of the Allottees or on the occurrence of an Event of Failure of the Offer;

“**UPI**” means unified payments interface, which is an instant payment mechanism, developed by NPCI;

“**UPI Circulars**” shall mean the SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI master circular with circular number SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent that such circulars pertain to the UPI Mechanism), SEBI ICDR Master Circular and any subsequent circulars or notifications issued by SEBI in this regard, along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference number 25/2022 dated August 3, 2022, and the circular issued by BSE having reference number 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or Stock Exchanges in this regard;

“**U.S Securities Act**” shall have the meaning given to such term in Recital (A); and

“**Working Day(s)**” means all days on which commercial banks in Mumbai are open for business; provided however, with reference to (A) announcement of Price Band; (b) Bid/Offer Period, “Working Day(s)” means all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and with reference to the time period between the Bid/offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, “Working Day” means all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars in this regard issued by SEBI.

1.2 In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular shall include the plural and *vice versa*;
- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation, except when and to the extent used to define terms;
- (iii) any reference to the word “include” or “including” shall be construed without limitation;
- (iv) any reference to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (v) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (vi) any reference to a statute or statutory provision shall be construed as a reference to such statute or statutory provisions as from time to time amended, consolidated, modified, extended, re-enacted, or replaced;
- (vii) any reference to a recital or clause or paragraph or annexure is, unless indicated to the contrary, a reference to a recital or clause or paragraph or annexure of this Agreement;
- (viii) references to “knowledge”, “awareness” or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such non-natural person’s directors, officers, partners, or trustees, as may be applicable, regarding such matter, and such

knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful investigation of the matter;

- (ix) any reference to a “person” shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (x) any reference to any date or time in this Agreement shall be construed to be references to the date and time in India; and
- (xi) any reference to days is, unless clarified to refer to Working Days (as defined in the Offer Documents) or business days, a reference to calendar days. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day; and
- (xii) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT

2.1 The Company and the Selling Shareholders, severally and not jointly, in consultation with the Book Running Lead Managers, hereby appoint MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) to act as the Share Escrow Agent under this Agreement to open and operate the Escrow Demat Account and MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) hereby accepts such appointment on the terms and conditions set forth herein. The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company and each of the Selling Shareholders immediately upon execution of this Agreement. The Share Escrow Agent undertakes to open the Escrow Demat Account with a Depository Participant within one (1) Working Day from the Agreement Date but in any event at least two (2) Working Days prior to the Deposit Date. Immediately on the opening of the Escrow Demat Account, the Share Escrow Agent shall inform the Company, each of the Selling Shareholders and the Book Running Lead Managers by a notice in writing confirming the opening of the Escrow Demat Account in a form as set out in **Schedule V**. Such written notice may be sent in accordance with Clause 10.1 of this Agreement, such that each of the relevant recipients receives it on the same day of opening of the Escrow Demat Account that the Share Escrow Agent shall ensure that the Escrow Demat Account is opened in such time as indicated in this Clause 2.1 for each of the Selling Shareholders to comply with Clause 3.1 below. The Escrow Demat Account shall at all times be operated strictly in the manner set out in this Agreement and Applicable Law.

2.2 All costs, fees and expenses with respect to opening, maintaining, and operating the Escrow Demat Account in accordance with the terms of this Agreement will be borne by the Company and each of the Selling Shareholders, in accordance with Clause 18 of the Offer Agreement.

- 2.3 Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Company and the Selling Shareholders, shall severally and not jointly, make payments to the Share Escrow Agent (in accordance with Clause 18 of the Offer Agreement) towards service fee charged along with applicable GST only against GST compliant invoices, electronic or otherwise, as applicable, which are issued by the Share Escrow Agent within such time and manner as prescribed under the Applicable Laws and in accordance with Clause 18 of the Offer Agreement. The Share Escrow Agent will pay the applicable GST to the Governmental Authority and file periodic returns / statements, within such time and manner as prescribed under the GST under the Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholders, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent.
- 2.4 The Company hereby confirms and agrees to do all acts and deeds as may be necessary to enable the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. Each of the Selling Shareholders, severally and not jointly, agree to extend such support, only to the extent of their respective portion of the Offered Shares, as may be reasonably requested by the Company and the Share Escrow Agent to ensure opening and operating of the Escrow Demat Account in accordance with this Agreement and Applicable Law.
- 2.5 It is clarified, for the avoidance of doubt, that any non-payment of applicable expenses by one of the Selling Shareholder shall not affect the services to be provided by the Share Escrow Agent to the other Selling Shareholder. Neither of the Selling Shareholders shall be responsible for the obligations, actions or omissions of either the other Selling Shareholders or the Company under this Agreement. The rights and obligations of each of the Parties under this Agreement (unless expressly otherwise set out under this Agreement) and the representations, warranties, undertakings, indemnities and covenants provided by each of the Parties are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any obligations, acts or omissions of any other Party.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1 Upon receipt of confirmation from the Share Escrow Agent of opening of the Escrow Demat Account in accordance with Clause 2.1 hereof and in any event on or prior to the Deposit Date, each Selling Shareholder, severally and not jointly, agrees to debit their respective portion of the Offered Shares from their respective Selling Shareholders' Demat Accounts and credit such shares to the Escrow Demat Account, provided however that the Parties agree and acknowledge that the Red Herring Prospectus shall not be filed with the RoC unless the Offered Shares are debited from the respective Selling Shareholders' Demat Account and such Offered Shares are credited to the Escrow Demat Account. It is hereby clarified that such debit of the Offered Shares from the respective Selling Shareholders' Demat Accounts and the credit of the Offered Shares into the Escrow Demat Account shall not be construed or deemed as a Transfer (including transfer of title or any legal or beneficial ownership or interest) by such Selling Shareholders in favor of the Share Escrow Agent and/or any other person and the Selling Shareholders shall continue to enjoy the rights associated with their respective Offered Shares. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for, the respective Selling Shareholders in accordance with the terms of this Agreement and shall instruct the Depositories not to recognize any transfer of the Offered Shares which is not in accordance with the terms of this Agreement and Applicable Law.

- 3.2 Each of the Selling Shareholders, severally and not jointly, agree and undertake to retain its respective portion of the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 below subject to the terms set out thereunder or unless such Selling Shareholder terminates this Agreement, the Offer Agreement or Fee Letter with respect to itself. Notwithstanding any provisions of this Agreement or any new share escrow agreement executed pursuant to this Agreement, the Parties agree and acknowledge that in the event the Red Herring Prospectus is not filed with the RoC within five (5) Working Days from the Deposit Date or such other time period as may be agreed to between the Company and each of the Selling Shareholders in consultation with the Book Running Lead Managers, (i) the Company shall immediately after the expiry of the period mentioned above, issue written instructions in a form as set out in **Schedule XII (“Share Debit Instruction”)** to the Share Escrow Agent or any new share escrow agent appointed, and (ii) the Share Escrow Agent or any new share escrow agent appointed shall, upon receipt of the Share Debit Instruction, debit the respective Offered Shares from the Escrow Demat Account or any new escrow demat account opened pursuant to this Agreement, and credit them back to the respective Selling Shareholders’ Demat Accounts, as were originally credited to the Escrow Demat Account by the Selling Shareholders pursuant to this Clause, as the case may be, immediately and in any case, within (1) Working Day upon receipt of the Share Debit Instruction. Provided that, in the event the Red Herring Prospectus is not filed with the RoC within five (5) Working Days from the Deposit Date, and the Company has failed to issue the Share Debit Instruction within such time stipulated above, the Selling Shareholders, severally and not jointly, shall have a right to issue a notice substantially in the form of the Share Debit Instruction to the Share Escrow Agent (**“Selling Shareholder Share Debit Notice”**), with a copy to the Book Running Lead Managers and the Company, and the Share Escrow Agent agrees to act promptly on such instructions received as part of the Selling Shareholder Share Debit Notice from the respective Selling Shareholders. Once the respective Offered Shares are credited back to the Selling Shareholders’ Demat Accounts, in the same proportion as were originally credited to the Escrow Demat Account by the respective Selling Shareholders, if the Company and each of the Selling Shareholders, jointly and not severally, desire to file the Red Herring Prospectus with the RoC, and a new deposit date is determined, each of the Selling Shareholders shall debit their respective final Offered Shares from their respective Selling Shareholders’ Demat Accounts and credit such final Offered Shares to the Escrow Demat Account again not later than two (2) Working Days prior to the date of the filing of the Red Herring Prospectus with the RoC, or as mutually agreed between the Company and each of the Selling Shareholders in consultation with the Book Running Lead Managers, and the Parties shall follow the procedure as set out in Clause 3.1 and this Clause 3.2 for such deposit of Offered Shares.
- 3.3 The Share Escrow Agent shall provide a written confirmation on the credit of the Offered Shares into the Escrow Demat Account to the Company, each of the Selling Shareholders and the Book Running Lead Managers in a form as set out in **Schedule VI** on the same Working Day as the date on which the Offered Shares have been credited to the Escrow Demat Account in accordance with Clause 3.1.
- 3.4 Subject to and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall release the Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1, the Share Escrow Agent shall release and credit back to each Selling Shareholders’ Demat Accounts within one (1) Working Day, the Unsold Shares remaining to the credit of the Escrow Demat Account: (a) upon completion of the Offer, in the manner provided in Clause 5.2 of this Agreement, after release of their respective proportion of the Sold Shares to the demat accounts of the Allottees, (b) upon occurrence of an Event of Failure of the Offer, in the manner provided in Clause 5.3 of this Agreement, or (c) upon occurrence of any other event as may be contemplated under this Agreement, which requires such release and credit of the Unsold Shares.

4. OWNERSHIP OF THE OFFERED SHARES

- 4.1** The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Agreement, any dividend declared or paid on the Offered Shares shall be to the credit of the respective Selling Shareholder, to the extent of their respective portion of the Offered Shares, and if paid by the Company, shall be released by the Company into a bank account notified in writing by the relevant Selling Shareholder. In addition, until the Closing Date, in relation to the Offered Shares, each of the Selling Shareholders shall continue to be the legal and beneficial owner of their respective portion of the Offered Shares and shall continue to exercise, severally and jointly, all their respective rights, including but not limited to voting rights, dividends and other corporate benefits, if any, attached to their respective Offered Shares and enjoy any related benefits, until such Offered Shares are credited to the demat accounts of the Allottees on the Closing Date, in accordance with the terms of this Agreement and the Red Herring Prospectus or the Prospectus (as applicable). Notwithstanding the above and without any liability on any of the Selling Shareholders, the Allottees of the Sold Shares, once such Sold Shares are credited to the demat accounts of the Allottees, shall be entitled to dividends and other corporate benefits attached to such Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law and such Sold Shares shall rank *pari passu* with the Equity Shares, except in the event the Company does not receive listing and trading approvals from the Stock Exchanges for any reason whatsoever, in which event each of the Selling Shareholders shall continue to be entitled to dividends and other corporate benefits in relation to their respective Offered Shares
- 4.2** The Share Escrow Agent hereby agrees and confirms that it shall have no rights and it shall not at any time, whether during a claim for breach of this Agreement, claim to be entitled to have or exercise any voting rights, beneficial interest or control over in respect of the Offered Shares, except as provided under this Agreement. The Share Escrow Agent hereby agrees and undertakes that the Share Escrow Agent shall not at any time, claim or be entitled to exercise any voting rights, any other rights, or control over the Offered Share and it shall not at any time, whether during a claim for breach of this Agreement or not, claim or be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, each of the Selling Shareholders shall be entitled to give any instructions, severally and not jointly, in respect of any corporate actions in relation to their respective Offered Shares, as the legal and beneficial holders of their respective portion of the Offered Shares, such as voting in any shareholders' meeting until the Closing Date, provided however that, no corporate action, including any corporate action initiated or proposed by the Company, will be given effect to if it results in or has the effect of creating a Lien in favor of any Person or Transferring such Offered Shares to any Person, except pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus, this Agreement, and Applicable Law.
- 4.3** Notwithstanding anything stated herein and/or in any other agreement, the Parties hereby agree that each of the Selling Shareholders are, and shall continue to be, the beneficial and legal owners of their respective portion of the Offered Shares until the credit of the Sold Shares to the demat account of the Allottees on the Closing Date. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholders pursuant to Clause 3.4 or Clause 5 or Clause 9 of this Agreement, the relevant Selling Shareholder shall continue to be the legal and beneficial owner of their respective Offered Shares or any part thereof and shall without any encumbrances continue to enjoy the rights attached to the Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by the relevant Selling Shareholders.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

5.1 On the Closing Date:

- (a) The Company shall provide a certified copy of the resolution of the Board of Directors or the IPO Committee, as the case may be, approving the Allotment, to the Share Escrow Agent, each of the Selling Shareholders and the Book Running Lead Managers. Confirmation of receipt of such approval shall be provided by the Share Escrow Agent.
- (b) The Share Escrow Agent shall, upon receipt of and relying upon a copy of the resolution of the Board of Directors or the IPO Committee approving the Allotment, provide a written confirmation to each of the Selling Shareholders (with a copy to the Company and the Book Running Lead Managers) in a form as set out in **Part (A) of Schedule VII**, that the Board of Directors or the IPO Committee and the Designated Stock Exchange has approved the Allotment.
- (c) The Company shall (with a copy to the Book Running Lead Managers) (i) issue the Corporate Action Requisition to the Share Escrow Agent and the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Offered Shares to the demat accounts of the Allottees in relation to the Offer; and (ii) inform the Share Escrow Agent and each of the Selling Shareholders with a copy to the Book Running Lead Managers by a notice in writing in the format provided in **Part (B) of Schedule VII** along with a copy of the Corporate Action Requisition.

5.2 Upon receipt of notice of the Corporate Action Requisition from as stated in Clause 5.1(c) the Company, in accordance with Clause 5.1, and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure (i) the debit of the Sold Shares from the Escrow Demat Account and credit of such Sold Shares to the respective demat accounts of the Allottees of such Sold Shares in relation to the Offer, in terms of instructions and Corporate Action Requisition within the time period as specified in the Red Herring Prospectus, the Prospectus and as prescribed under the Applicable Law and (ii) that any Unsold Shares remaining to the credit of the Escrow Demat Account (after confirming the credit of the Sold Shares to the respective demat accounts of the Allottees mentioned in (i) above, and other than Offered Shares remaining in the Escrow Demat Account on account of failure to credit such Offered Shares to the accounts of the Allottees) shall be released and credited back to the relevant Selling Shareholders' Demat Accounts within one (1) Working Day, or such later time period as agreed by the Selling Shareholders on the completion of transfer of the Sold Shares to the demat accounts of the Allottees in accordance with Applicable Law. The Share Escrow Agent shall intimate each of the Company, each of the Selling Shareholders and the Book Running Lead Managers of the completion of the actions started herein, in the format set forth herein as **Schedule XIII**. It is clarified in this regard, with (i) the debit of the respective Sold Shares from the Escrow Demat Account and credit of the same to accounts of the Allottees shall, subject to rounding off, be in the same proportion (amongst the Selling Shareholders) as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder pursuant to Clause 3.1 or in a manner as may be agreed upon by the Company and each of the Selling Shareholders in consultation with the Book Running Lead Managers, as communicated in writing to the Share Escrow Agent; and (ii) after the listing of the Equity Shares on the Stock Exchanges, the monies received for the Sold Shares, subject to deduction of Offer expenses and other applicable taxes in accordance with the Offer Agreement, will be transferred from the Public Offer Account to the accounts of each of the Selling Shareholders as per the terms of the Cash Escrow and Sponsor Bank Agreement executed in relation to the Offer. The Parties agree that in the event of under-subscription in the Offer, allocation of Bids towards the Fresh Issue and the Offered Shares shall be in accordance with the Offer Agreement and the Offer Documents.

- 5.3 In the event of an occurrence of a failure of the Offer determined in accordance with the Cash Escrow and Sponsor Bank Agreement or such other event as may be agreed upon by the Company, each of the Selling Shareholders and the Book Running Lead Managers in writing (an “**Event of Failure**”), the Company shall immediately and in any case, not later than one (1) Working Day from the date of occurrence of such event, issue a notice in writing intimating the occurrence of the Event of Failure to the Share Escrow Agent (with a copy to each of the Selling Shareholders and the Book Running Lead Managers), in a form as set out in **Schedule VIII** (the “**Share Escrow Failure Notice**”). The Share Escrow Failure Notice shall also indicate the credit of the Offered Shares back to the Selling Shareholders’ Demat Account and also indicate if the Event of Failure of the Offer has occurred before or after the transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.
- 5.4 Upon the occurrence of an Event of Failure, if the Company fails to issue the Share Escrow Failure Notice within one (1) Working Day from the date of occurrence of such Event of Failure pursuant to Clause 5.3.1 above, the Selling Shareholders, severally and not jointly, shall be entitled to issue a Share Escrow Failure Notice to the Share Escrow Agent, (with a copy to the Company, the BRLMs and each of the Selling Shareholders, apart from the Selling Shareholder issuing the notice) and the Company in a form as set out in **Schedule IX** (“**Selling Shareholder’s Share Escrow Failure Notice**”). The Share Escrow Failure Notice or the Selling Shareholder’s Share Escrow Failure Notice, as the case may be, shall also indicate the credit of the Offered Shares back to the respective Selling Shareholders’ Demat Accounts and also indicate if the Event of Failure has occurred before or after the transfer of the Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.
- 5.5 Upon receipt of the Share Escrow Failure Notice or Selling Shareholder’s Share Escrow Failure Notice, as the case may be, prior to the transfer/credit of the Sold Shares to the respective demat accounts of the Allottees: (i) the Share Escrow Agent shall not Transfer any Offered Shares to any Allottee or any person other than the respective Selling Shareholders, and (ii) the Share Escrow Agent shall immediately credit such number of the Offered Shares standing to the credit of the Escrow Demat Account to the respective Selling Shareholders’ Demat Accounts within one (1) Working Day, or such later time period as agreed by each of the Selling Shareholders upon receipt of the Share Escrow Failure Notice or Selling Shareholder’s Share Escrow Failure Notice pursuant to Clause 5.3 or Clause 5.4 of this Agreement, as applicable. The Share Escrow Agent shall release and credit back such number of the Offered Shares as were deposited by each Selling Shareholder (such credit shall be in the same proportion as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder), standing to the credit of the Escrow Demat Account immediately to the respective Selling Shareholder Demat Accounts. Provided however that, in case the proceeds of the Offer are lying in the Escrow Demat Accounts or the Public Offer Account in relation to the Offer, the Share Escrow Agent shall credit back the Offered Shares immediately to the relevant Selling Shareholders’ Demat Accounts simultaneously upon receiving intimation of refund of such moneys to the Allottees by the Company, or unblocking of funds in case of ASBA Bidders, by the Company and each of the Selling Shareholders, along with the bank statements showing no balance in the Escrow Demat Account and Public Offer Account, subject to Applicable Law.
- 5.6 Upon receipt of the Share Escrow Failure Notice or Selling Shareholder’s Share Escrow Failure Notice, as the case may be, on account of an Event of Failure after the transfer of the Sold Shares to the Allottees, but prior to receipt of the final listing and trading approvals from the Stock Exchanges, the Company and the Share Escrow Agent, in consultation with the Book Running Lead Managers and SEBI, the Stock Exchanges and/or the Depositories, as may be required, shall, subject to the Applicable Law, issue an instruction to the Depositories (with a copy to the Book Running Lead Managers) in the format specified in **Schedule X** (the “**Debit Instruction**”), and the Share Escrow Agent shall take appropriate

steps, for reversal of credit of Sold shares and debit the Sold Shares that have been allotted to the Allottees and credit such Equity Shares constituting the Sold Shares back to the Escrow Demat Account within one (1) Working Day from the date of receipt of the Share Escrow Failure Notice or Selling Shareholder's Share Escrow Failure Notice, in accordance with the order/direction/guidance of SEBI/Stock Exchanges/Depositories, as applicable, or shall take such other appropriate steps for the credit of the transferred Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account within 1 (one) Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice and in accordance with the order/direction/guidance of SEBI/Stock Exchanges/Depositories and subject to Applicable Law. Immediately upon the credit of any Equity Shares into the Escrow Demat Account under Clause 5.6, the Share Escrow Agent shall, without any further instruction required, transfer all such Equity Shares constituting the Sold Shares from the Escrow Demat Account to the Selling Shareholders' Demat Accounts within one (1) Working Day from the date of such credit. For purposes of this Clause 5.6, it is clarified that the total number of Sold Shares credited to the Selling Shareholders' Demat Accounts of the Selling Shareholders shall, together with the Offered Shares credited back to the respective Selling Shareholder Demat Account pursuant to Clause 5.2 above, not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder.

- 5.7** Upon the occurrence of an Event of Failure, the Share Escrow Agent will ensure (in whatsoever manner possible) and the Company shall provide all reasonable assistance as may be required, that each of the Selling Shareholders receive their respective portion of the Offered Shares, including the Sold Shares credited back to the Escrow Demat Account, in accordance with Clause 5.5 or Clause 5.6 of this Agreement, as the case may be.
- 5.8** Further, after the filing of the Red Herring Prospectus but prior to Bid/Offer Opening Date, in the event where any of the Selling Shareholders withdraws from the Offer or reduce its portion of the Offered Shares in accordance with the Offer Agreement, with prior consent of the Company and the BRLMs of its intention to withdraw or reduce its portion of the Offered Shares, upon receipt of such notice and written confirmation from the Company that the withdrawal or reduction is in accordance with Applicable Law, the Share Escrow Agent shall, within one (1) Working Day: (a) debit the specified number of Offered Shares from the Escrow Demat Account; and (b) credit such shares to the Selling Shareholder's demat account. The withdrawal or reduction of Offered Shares by Selling Shareholders pursuant to this Clause 5.8 shall not constitute an Event of Failure under this Agreement, provided that such withdrawal or reduction is effected in compliance with the terms of the Offer Agreement and Applicable Law. For the avoidance of doubt, any withdrawal or reduction by the Selling Shareholder shall not affect the obligations of the Selling Shareholders or the Company under this Agreement.

6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT

- 6.1** The Share Escrow Agent as on the date hereof, and up to the term of this Agreement represents, warrants, undertakes and covenants to the Company and each of the Investor Selling Shareholders and Individual Selling Shareholders that each of the following statements are true and accurate at the date of this Agreement and shall be deemed to be repeated on each date during the term of this Agreement until the commencement of trading of the Equity Shares on the Stock Exchanges by reference to the facts and circumstances then prevailing:
- (i) it has been duly incorporated and is validly existing and in good standing as a company under the Applicable Law and that no steps have been taken for its winding

up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;

- (ii) it is solvent and no adverse order or injunction or decree, restraining it to from carrying out the activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal and no steps have been taken for its bankruptcy/insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets; no circumstances exist which would have given rise to any such event; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up. As used herein, the term “solvent” means, with respect to an entity, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature or (iv) or (v) as may be determined by a court of law the entity does not have unreasonably small capital;
- (iii) it has the necessary authority, approvals (regulatory or otherwise), competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
- (iv) this Agreement has been duly and validly executed by it, and this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- (v) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (a) any Applicable Law, (b) its organizational/ charter documents, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;
- (vi) no disciplinary or other proceedings have been commenced against it by SEBI which will affect the performance of its obligations under this Agreement and it has not been debarred or suspended from carrying on such activities by SEBI, and that it shall abide by the stock exchange regulations, applicable regulations issued by SEBI, and the terms and conditions of this Agreement;
- (vii) the Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Share Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, liquidation or winding up proceedings;
- (viii) no mortgage, charge, pledge, Lien, trust, security interest or other encumbrance shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein;
- (ix) it shall (i) hold the respective portion of the Offered Shares of the Selling Shareholders credited to the Escrow Demat Account, in escrow for and on behalf of, in trust for, the respective Selling Shareholders in accordance with the provisions of this Share Escrow Agreement; and (ii) instruct the Depositories not to, recognize any transfer which is not in accordance with the provisions of this Share Escrow

Agreement. The Escrow Demat Account and the Offered Shares deposited therein shall be held by the Share Escrow Agent in trust and in accordance with the provisions of this Agreement, kept separate and segregated from its general assets and represented so in its records and the Share Escrow Agent shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.

- 6.2 The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company, the BRLMs and each of the Selling Shareholders in writing promptly if it becomes aware of any circumstance, which would render any of the above statements to be untrue or inaccurate or misleading in any respect.
- 6.3 The Share Escrow Agent shall provide to the Selling Shareholders and the Company, from time to time, statements of accounts, on a weekly basis or as and when requested by the Parties, in writing, until the completion of the Allotment of the Sold Shares and closure of the Escrow Demat Account in terms of this Agreement.
- 6.4 The Share Escrow Agent hereby acknowledges and agrees that it shall ensure compliance with Applicable Law and be solely responsible for the opening and operation of the Escrow Demat Account in accordance with this Agreement. The Share Escrow Agent further acknowledges and agrees that it shall retain the Offered Shares in the Escrow Demat Account until completion of the events mentioned in Clause 5 of this Agreement. The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under the Applicable Law. The Share Escrow Agent shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with the Applicable Law, and it shall exercise due diligence in implementation of such written instructions provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions from the Company and each of the Selling Shareholders and any and all such instructions as are duly provided (in accordance with this Agreement) by the relevant authorized signatories of each of the Company and the Selling Shareholders in writing, shall be implemented by the Share Escrow Agent, in accordance with the Applicable Law.
- 6.5 The Share Escrow Agent hereby agrees and undertakes not to comply with any instructions which are not provided in accordance with the terms of this Agreement, including, without limitation, any instructions from the Company or any of the Selling Shareholders which are not provided in accordance with the terms of this Agreement, after due verification.
- 6.6 The Share Escrow Agent hereby acknowledges and shall ensure compliance with Applicable Law and as per the terms of this Agreement and shall ensure that the Escrow Demat Account shall not be operated in any manner and for any purpose other than as per this Agreement and under Applicable Law. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents dated June 23, 2025 (“**SEBI RTA Master Circular**”) and all the other relevant circulars, notifications, guidelines and regulations issued by the SEBI and other Applicable Laws, in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations, duties and responsibilities and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Company and/or the Selling Shareholders may be exposed to liabilities or losses if there is error and, or failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

- 6.7 The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in whole or any part thereof, in the Red Herring Prospectus, the Prospectus, other Offer Documents and any other material prepared in connection with the Offer.
- 6.8 None of the Share Escrow Agent, its Affiliates, nor any of their respective directors, officers, employees, agents, or representatives, or any other person associated with or acting on behalf of any of the foregoing has, directly or indirectly, taken or failed to take or will take or fail to take any action, or made or will make offers or sales of any security, or solicited offers to buy any security, or otherwise negotiated or will negotiate irrespective of any security, under circumstances that would require the registration of the Equity Shares under the U.S. Securities Act or would render invalid (for the purpose of the sale of Equity Shares), the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder or otherwise.

7. INDEMNITY

- 7.1 The Share Escrow Agent unconditionally and irrevocably, hereby agrees to and shall keep the Company, each of the Selling Shareholders and each of their respective employees, directors, officers, managers, Affiliates, advisors, agents, associates, representatives, successors, or other persons acting on its behalf and permitted assigns and any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (each such person an “**Indemnified Party**”), irrevocably, unconditionally and fully indemnified and hold harmless, at all times, from and against any and all claims, penal actions, actions, causes of action (probable or otherwise), liabilities, penalties, damages, awards, suits, demands, delay, proceedings, writs, rewards, orders, judgments, decrees, fines, claims for fees, costs, other professional fees and charges, expenses (including, without limitation, interest, penalties, attorney fees, court costs, accounting fees, losses of whatsoever nature including reputational, direct, indirect, consequential, punitive, exemplary, made, suffered or incurred or arising from difference or fluctuation in exchange rates of currencies and investigation costs), loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default committed by the Share Escrow Agent, losses of whatsoever nature (including reputational) made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or breach or alleged breach of any representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent or the terms and conditions set out in this Agreement or any provision of law, regulation or order of any court, regulatory, statutory, governmental, quasi-judicial and/ or administrative authority or any violation of any of the terms and conditions or arising out of the acts or omissions, any delay, negligence, fraud, breach, misconduct, bad faith or wilful default or in performance of the duties, obligations and responsibilities by the Share Escrow Agent (and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf) under this Agreement and/or if any information provided by the Share Escrow Agent to the Indemnified Parties is untrue, incomplete or incorrect in any respect, and / or infringement of any intellectual property, rights of any third party or anything done or omitted to be done through the negligence, default or misconduct by the Share Escrow Agent or of its officers, directors, employees or agents including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under this Agreement. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each Indemnified Party. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each Indemnified Party in connection with investigating,

preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, statutory, governmental or regulatory authority or a court of law. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under the Applicable Law or equity or otherwise, including any right for damages.

- 7.2 Any indemnification payments made pursuant to this Clause 7 shall be made without withholding or deduction of any tax. If any withholding or deduction is required to be made under Applicable Law or the Indemnified Party is liable to pay any taxes under Applicable Law with respect to such indemnification payment, the Share Escrow Agent shall, at the same time of making the indemnification payment, make a payment of such additional amount to (or for the benefit of) the Indemnified Party, such that the net amount received by the Indemnified Party (considering the withholding or deduction or any tax payable by the Indemnified Party) equals the full amount of its indemnification entitlement assuming no such deduction or withholding or payment of tax by the Indemnified Party was required to be made.
- 7.3 The Share Escrow Agent hereby agrees that failure of any Indemnified Party to exercise part of any of its right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Party of any of its rights established herein.
- 7.4 The Share Escrow Agent agrees to execute, deliver and issue a Letter of Indemnity in a form as set out in **Schedule XIV** with the Book Running Lead Managers on the date of this Agreement, to indemnify the Book Running Lead Managers as specified therein. The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the Letter of Indemnity in favour of the Book Running Lead Managers. The Share Escrow Agent agrees that all the terms, conditions and obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. In case of any inconsistency between the Letter of Indemnity and the Share Escrow Agreement, the terms of the Letter of Indemnity shall prevail.

8. TERM AND TERMINATION

- 8.1 This Agreement shall be effective from the Agreement Date and shall automatically terminate upon the occurrence of the earlier of the following:
- (a) upon the occurrence/completion of the events mentioned in Clause 5 (except for the occurrence of an Event of Failure) above in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law; or
 - (b) the declaration or occurrence of any event or initiation of proceeding of bankruptcy, insolvency, winding-up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a written notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending,

potential or threatened proceeding which would likely result in the occurrence of such event. For the avoidance of doubt, it is hereby clarified that on the occurrence of any event mentioned under this Clause 8.1(b), the Company and the Selling Shareholders may, in consultation with the Book Running Lead Managers, appoint a substitute share escrow agent and terminate this Agreement in accordance with Clause 8.3; or

- (c) if the Offer Agreement, Fee Letter or the Underwriting Agreement (if and when executed) is terminated; or
- (d) the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Clause 5 of this Agreement.

For the purpose of Clause 8.2, it is clarified that, on occurrence of an Event of Failure, this Agreement shall be terminated as mutually decided between the Company, the Selling Shareholders and the BRLMs, provided that the provisions of Clause 5 shall survive such termination.

8.2 This Agreement may be terminated immediately by the Company and the Selling Shareholders in an event of commission of fraud, negligence, delay, misconduct, bad faith, wilful default or breach of any representation, obligation or undertakings under this Agreement on the part of the Share Escrow Agent or breach by the Share Escrow Agent of its representations, warranties, declarations, statements, obligations and undertakings under this Agreement, or violation of any provision of law, regulation or order of any court or any regulatory, statutory and/or administrative authority, the Share Escrow Agent at its own cost, shall take all measures to immediately rectify such fraud, negligence, delay, misconduct, bad faith, wilful default or breach, as applicable. The Company and each of the Selling Shareholders in their discretion shall reserve a right to allow a period of two (2) Working Days to the Share Escrow Agent, from the receipt of written notice from the Company or any of the Selling Shareholders, during which, the Share Escrow Agent, at its own cost, shall take all measures to immediately rectify and make good such fraud, negligence, delay, misconduct, bad faith, default or breach, as applicable. The Company and each of the Selling Shareholders shall reserve the right to immediately terminate this Agreement by written notice, if the Share Escrow Agent is unable to rectify such event, to the satisfaction of the Company and the Selling Shareholders, at its own cost, within a period of two (2) Working Days, in the event such period has been permitted by the Company and the Selling Shareholders, of receipt of written notice from the Company or the Selling Shareholders. Further, notwithstanding the aforesaid, this Agreement may be immediately terminated by the Company or the Selling Shareholders in the event of a breach by Share Escrow Agent of its representations, warranties, obligations or undertakings in this Agreement by a written notice to the Share Escrow Agent, with a copy to the Book Running Lead Managers. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings as set out in this Clause 8.2, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.3 Termination of this Agreement, pursuant to Clause 8.1(b) and Clause 8.2, shall be operative only after the Company and each of the Selling Shareholders, in consultation with the Book Running Lead Managers, simultaneously appoint a substitute share escrow agent of equivalent standing, which substitute share escrow agent shall agree to the terms, conditions and obligations similar to the provisions hereof (including executing and delivering a letter of indemnity to the Book Running Lead Managers substantially in the format set out in **Schedule XIV**), and all shares lying to the credit of the Share Escrow Demat Account have been transferred in accordance with Clause 9.2. The erstwhile Share Escrow Agent shall,

without any limitations, continue to be liable for all actions or omissions taken or omitted to be taken during the period from its appointment until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent. The substitute share escrow agent shall enter into an agreement, substantially in the form and nature of this Agreement (including execution and delivery of the letter of indemnity to the Book Running Lead Managers substantially in the format set out in **Schedule XIV**), or as may be mutually agreed among the substitute share escrow agent, the Company, the Selling Shareholders and the Book Running Lead Managers (to the extent of the letter of indemnity). Further, for the purposes of entering into such a mutual agreement, the parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent.

It is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the Selling Shareholders' Demat Account in accordance with this Agreement, or any new Escrow Demat Account opened pursuant to Clause 8.2 and the Escrow Demat Account has been duly closed.

8.4 Survival

The provisions of Clause 5.3, Clause 5.4, Clause 5.5, Clause 5.6, Clause 6 (*Representations, Warranties and Obligations of the Share Escrow Agent*), Clause 7 (*Indemnity*), this Clause 8.4 (*Survival*), Clauses 9 (*Closure of the Escrow Demat Account*) and 10 (*General*) of this Agreement shall survive the termination of this Agreement pursuant to Clause 8 of this Agreement.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

- 9.1** The Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause 5 or in the event of termination of this Agreement and shall send a prior written intimation to the Company and each of the Selling Shareholders (with a copy to the Book Running Lead Managers) relating to the closure of the Escrow Demat Account.
- 9.2** Notwithstanding Clause 9.1 above, in the event of termination of this Agreement pursuant to Clause 8.1(c), the Share Escrow Agent shall credit the Offered Shares which are lying to the credit of the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts within (1) Working Day of the completion of credit of the Sold Shares in accordance with Clause 5 or the receipt by the Share Escrow Agent of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice, as applicable and shall take necessary steps to ensure closure of the Escrow Demat Account in accordance with Clause 9.1 above, unless the Company and each of the Selling Shareholders have instructed it otherwise after prior written consent from the Book Running Lead Managers.
- 9.3** In the event of termination of this Agreement pursuant to Clause 8.1(b) or Clause 8.2, the Share Escrow Agent shall close the Escrow Demat Account and transfer the Offered Shares, which are lying to the credit of the Escrow Demat Account to the new escrow demat account to be opened and operated by the new share escrow agent as appointed, in accordance with Clause 8.3, immediately, and in any event within one (1) Working Day from the date of appointment of the substitute share escrow agent or transfer to the Selling Shareholders' Demat Accounts in accordance with Clause 8.4, within (1) one Working Day of such

termination or within such other period as may be determined by the Company and each of the Selling Shareholders in consultation with the Book Running Lead Managers.

- 9.4 Upon debit and delivery of such Offered Shares, which are lying to the credit of the Escrow Demat Account and closure of the Escrow Demat Account, as set out in this Clause 9, the Share Escrow Agent shall, subject to Clause 8.4 and completion of all obligations under Clause 5, be released and discharged from any and all further obligations arising in connection with the Offered Shares, held in the Escrow Demat Account or this Agreement, without prejudice however to the accrued rights of the Parties hereunder, provided that upon termination of this Agreement due to any event mentioned under Clause 8.1(b) or Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and until the appointment of a new share escrow agent in accordance with Clause 8.3, in such event, the Share Escrow Agent shall provide all necessary cooperation and support in relation to ensure a smooth transition to such new share escrow agent.

10. GENERAL

10.1 Notices

Any notice between the Parties hereto relating to this Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by electronic mail transmission to.

If to the Company:

Amagi Media Labs Limited

Raj Alkaa Park, Survey No. 29/3 and 32/2,
4th floor, Kalena Agrahara Village,
Begur Hobli, Bengaluru, 560 076,
Karnataka, India

Telephone: 080-46634406

E-mail: compliance@amagi.com

Contact person: Sridhar Muthukrishnan

If to the Investor Selling Shareholders:

PI Opportunities Fund – I

134, Next to Wipro Corporate Office
Doddakannelli, Sarjapur Road
Bengaluru -560 035, Karnataka, India

Email: finance@permjiinvest.com

Attention: Manoj Jaiswal

Accel India VI (Mauritius) Ltd.

5th Floor, Ebene Esplanade
24 Bank Street, Cybercity
Ebene, Mauritius

Email: rzamboldi@accel.com

Attention: Richard Zamboldi

Trudy Holdings

Apex House, 6th Floor
Two Tribeca, Tribeca Central
Trianon, 72261, Mauritius

Email: parwatee.iyer@apexgroup.com / avp-mu@apexgroup.com

Attention: Parwatee Iyer / Faaizah Nuhaa Aullybux

PI Opportunities Fund - II

134, Next to Wipro Corporate Office
Doddakannelli, Sarjapur Road
Bengaluru -560 035, Karnataka, India

Email: finance@permjiinvest.com

Attention: Manoj Jaiswal

Norwest Venture Partners X – Mauritius

6th Floor, Two Tribeca
Tribeca Central, Trianon, 72261
Mauritius

Email: Kristee.Bhurtun@apexgroup.com

Attention: Kristee Bhurtun-Jokhoo

If to the Individual Selling Shareholders:

Rahul Garg

A-503, UKN Esperanza Tubarahalli
Varthur Road, Whitefield
Karnataka, Bangalore 560066.

E-mail: gargr1808@gmail.com

Rajat Garg

A-503, UKN Esperanza Tubarahalli
Varthur Road, Whitefield, Karnataka, Bangalore 560066.

E-mail: rajatgarg22@gmail.com

Kollengode Ramanathan Lakshminarayana

68/1, Rainbow Drive, Doddakannelli,
Sarjapur Road, Bangalore – 560035, Karnataka

E-mail: lakshminarayana.lan@gmail.com

Prem Gupta

120, Phase 3B/1, SAS Nagar
Mohali, Punjab – 160059.

E-mail: atulgupta001@yahoo.com

Rajesh Ramaiah

601, Embassy Tranquil, 22, 8th Main
3rd Block, Koramangala, Bangalore 560034.

E-mail: ramaiah.rajesh@gmail.com

If to the Share Escrow Agent:

MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)

C-101, Embassy 247
L B S Marg, Vikhroli (West)
Mumbai, 400 083
Maharashtra, India

Telephone: +91 22 49186000

Contact person: Haresh Hinduja - Head-Primary Market

Copies of any notice sent to any Party shall also be marked and delivered to each of the other Parties to this Agreement. Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above.

10.2 Assignment

Except as otherwise provided for in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any Person or any Third Party. Any attempted assignment in contravention of this provision shall be considered as void.

10.3 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or required to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

10.4 Governing Law and Jurisdiction; Dispute Resolution

- (i) This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 10.4 (ii), Clause 10.4 (iii), Clause 10.4 (iv) and Clause 10.5 below, the courts of Mumbai, India shall have sole and exclusive jurisdiction in matters arising out of this Agreement or out of the arbitration proceedings mentioned hereinbelow.
- (ii) In the event a dispute, controversy, or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement (the “**Dispute**”), the Parties to such Dispute (“**Disputing Parties**”) shall attempt, in the first instance, to resolve such Dispute amicably through amicable discussions among such Disputing Parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of thirty (30), days after the first occurrence of the Dispute (or such other period as the Disputing Parties may agree to, in writing), the Disputing Parties shall by notice in writing to each of the other Parties (“**Notice of Arbitration**”), refer the Dispute to institutional arbitration be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI ODR Circular, which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 10.4.

- (iii) Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

- (iv) The arbitration shall be conducted as follows:
- (a) the arbitration shall be conducted under and in accordance with with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIA Rules**”) and the Arbitration Act. The MCIA Rules are incorporated by reference into this Clause 10.4 and capitalized terms used in this Clause 10.4 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;
 - (b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (c) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
 - (d) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of the Notice of Arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within fifteen (15) days of the receipt of the second arbitrator’s confirmation of his/her appointment. In the event the Disputing Parties fail to appoint an arbitrator or the two arbitrators fail to appoint the third arbitrator within fifteen (15) days from the date of receipt of request to do so or in the event there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators appointed under this Clause 10.4 shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (e) the arbitral tribunal shall have the power to award interest on any sums awarded;
 - (f) the arbitration award shall state the reasons on which it was based;
 - (g) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - (h) the Disputing Parties shall bear their respective costs of such arbitration proceedings (including the fees and expenses of the arbitrators) unless otherwise awarded or fixed by the arbitral tribunal;
 - (i) the arbitral tribunal may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
 - (j) the arbitrators shall use their best efforts to produce a final and binding award within twelve (12) months from the date the arbitrators are appointed, as prescribed under the Arbitration Act;
 - (k) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement and the Disputing Parties agree that in the event that the arbitration proceedings have not concluded within a period of twelve (12) months as prescribed under the Arbitration Act, the arbitration proceedings shall automatically be

extended for an additional period of six months, as permitted under and in terms of the Arbitration Act, without requiring any further consent of any of the Disputing Parties; and

- (l) nothing in this Clause 10.4 shall be construed as preventing any Disputing Party from seeking conservatory or similar interim and/ or appellate relief. Subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended (“**Arbitration Act**”), and each Party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum.

10.5 The Parties agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135, SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and SEBI Master Circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circulars**”), they have elected to follow the dispute resolution mechanism described in this Clause 10, for the purpose of this Agreement.

10.6 Furtherance to Clause 10.4 above, provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 10.6.

Further, provided that in the event of any inter-se Dispute between any of the Selling Shareholders and/ or the Company, where the BRLMs are not a party to the Dispute, and the SEBI ODR Circulars are not mandatorily applicable, such relevant Parties may by notice in writing to the other Disputing Parties, refer the Dispute to arbitration to be conducted in accordance with the provisions of the Arbitration Act and the seat and venue of arbitration shall be Mumbai, India. It is clarified that Clause 10.4 shall *mutatis mutandis* be applicable to this Clause 10.6 however, the appointment of arbitrator will be in accordance with the Arbitration Act Each of the Company and Selling Shareholders, severally and not jointly, agree, that (i) the arbitration award arising in relation to this proviso shall be final, conclusive and binding on such relevant Parties and shall be subject to enforcement in any court of competent jurisdiction; and (ii) institutional arbitration to be conducted at MCIA will not be mandatory for such Disputes and Clause 10.4(ii), Clause 10.5, and Clause 10.4(iv) shall be read accordingly.

10.7 Nothing in this Clauses 10.4, 10.5, 10.6, and 10.7 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

10.8 Supersession

The terms and conditions of this Agreement shall supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, made between any of the Parties and relating to the subject matter hereof and as of the date hereof constitute the entire understanding of the Parties with respect to the contents of this Agreement.

10.9 Amendments

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement, provided that if the number of Equity Shares offered for sale/ to be deposited in the Escrow Demat Account by any of the Selling Shareholders changes after the execution of this Agreement and prior to the filing of the Red Herring Prospectus, references in this Agreement to the number of Equity Shares to be deposited in the Escrow Demat Account and/ or number of Equity Shares proposed to be sold by such Selling Shareholder shall be deemed to have been revised on the execution by such Selling Shareholder of an updated authorization/consent letter and countersigned by the Company, specifying the revised number of Equity Shares.

10.10 Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, a scheme of arrangement, merger, demerger or acquisition of any Party) and legal representatives and/or permitted assigns.

10.11 Third Party Benefit

Other than as stated in this Agreement, nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.12 Severability

If any provision or any portion of a provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the Agreement, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties will be construed and enforced accordingly. Each of the Parties will use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties the benefits of the invalid or unenforceable provision.

10.13 Confidentiality

- (i) The Share Escrow Agent shall keep confidential all information that is stated in the Offer Documents or related offering documentation, which may have been filed with relevant Governmental Authority (excluding any informal filings or filings with the SEBI or another Governmental Authority where the SEBI or the other Governmental Authority agree the documents are treated in a confidential manner) and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which by its nature is intended to be confidential (“**Confidential Information**”), and shall not divulge such information to any other Person or use such Confidential Information other than:

- (a) its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; or
 - (b) any Person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority.
- (ii) In relation to Clause 10.12(i), the Share Escrow Agent shall procure/ensure that its employees and other Persons to whom the information is provided comply with the terms of this Agreement. In case any Party is required to disclose Confidential Information under Applicable Law or Clause 10.12(i) above, it shall ensure that the other Parties are duly informed in writing of such disclosure reasonably in advance, prior to such disclosure being made so as to enable the Company and or/the Selling Shareholders, as the case may be, to obtain appropriate injunctive relief or prevent such disclosure or minimize the disclosure information only to the extent required under Applicable Law. The Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.
- (iii) Confidential Information shall be deemed to exclude any information:
 - (a) which is already in possession of the receiving party on a non-confidential basis;
 - (b) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties; or
 - (c) which subsequently becomes publicly known other than through the breach of this Agreement by any of the Parties hereunder.

10.14 Specific Performance

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

10.15 Specimen Signatures

All instructions issued by the Company, the Selling Shareholders and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholders and the Share Escrow Agent, as the case may be, the name and specimen signatures of whom are annexed hereto as **Schedule XI** or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to each of the other Parties.

10.16 Execution and Counterparts

This Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted by electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format or the execution of this Agreement.

[Remainder of the page is left intentionally blank. Signature pages follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED for and on behalf of **Amagi Media Labs Limited**



Authorised Signatory

Name: Baskar Subramanian

Designation: Managing Director and CEO

Place: Bengaluru

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

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SIGNED For and on behalf of **PI Opportunities Fund - I**



Authorised Signatory

Name: Vardaan Ahluwalia

Designation: Authorized Signatory

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED For and on behalf of **Accel India (Mauritius) Ltd.**

A handwritten signature in black ink, appearing to be 'AK', is written over a horizontal line.

Authorised Signatory

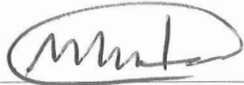
Name: Aslam Koomar

Designation: Director

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

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SIGNED For and on behalf of **Trudy Holdings**



Authorised Signatory
Name: Nimesh Anand Muthoor
Designation: Director



IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

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SIGNED For and on behalf of **PI Opportunities Fund - II**



Authorised Signatory

Name: Vardaan Ahluwalia

Designation: Authorized Signatory

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED For and on behalf of **Norwest Venture Partners X – Mauritius**



Authorised Signatory

Name: Kristee Bhurtun-Jokhoo

Designation: Director



IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED BY



Name: Sridhar Muthukrishnan holding power of attorney on behalf of Rahul Garg

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED BY



Name: Sridhar Muthukrishnan holding power of attorney on behalf of Rajat Garg

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED BY



Name: Sridhar Muthukrishnan holding power of attorney on behalf of Kollengode Ramanathan Lakshminarayana

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED BY



Name: Sridhar Muthukrishnan holding power of attorney on behalf of Prem Gupta

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED BY



Name: Sridhar Muthukrishnan holding power of attorney on behalf of Rajesh Ramaiah

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date mentioned above.

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

SIGNED for and on behalf of **MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)**

A handwritten signature in blue ink is positioned to the left of a circular blue ink stamp. The stamp contains the text "MUFG INTIME INDIA PRIVATE LIMITED" around its perimeter.

Authorised Signatory

Name: Dhawal Adalja

Designation: Vice President – Primary Market

SCHEDULE I

Details of the Selling Shareholders

| Sr. No. | Name | Date of consent letter | Date of corporate action / resolution of the board / investment manager | Maximum Number of Offered Shares |
|-----------------------------------------------|----------------------------------------|------------------------|-------------------------------------------------------------------------|----------------------------------|
| <i>Investor Selling Shareholders</i> | | | | |
| 1. | PI Opportunities Fund – I | July 23, 2025 | July 17, 2025 | Up to 9,889,646 Equity Shares |
| 2. | Accel India VI (Mauritius) Ltd | January 7, 2026 | January 5, 2026 | Up to 5,072,582 Equity Shares |
| 3. | Trudy Holdings | January 7, 2026 | January 6, 2026 | Up to 5,072,582 Equity Shares |
| 4. | PI Opportunities Fund - II | January 7, 2026 | July 17, 2025 | Up to 3,411,792 Equity Shares |
| 5. | Norwest Venture Partners X – Mauritius | January 7, 2026 | July 2, 2025 | Up to 3,381,721 Equity Shares |
| <i>Individual Selling Shareholders</i> | | | | |
| 6. | Rahul Garg | January 6, 2026 | Not applicable | Up to 60,000 Equity Shares |
| 7. | Rajat Garg | January 6, 2026 | Not applicable | Up to 22,725 Equity Shares |
| 8. | Kollengode Ramanathan Lakshminarayana | January 6, 2026 | Not applicable | Up to 18,495 Equity Shares |
| 9. | Prem Gupta | January 6, 2026 | Not applicable | Up to 10,000 Equity Shares |
| 10. | Rajesh Ramaiah | January 6, 2026 | Not applicable | Up to 2,800 Equity Shares |

SCHEDULE II

To be printed/typed on the Company's letterhead

To

The National Securities Depositories Limited
Trade World, A Wing, 4th and 5th Floors
Kamala Mills Compound
Lower Parel, Mumbai
400 013

Corporate Action Information Form

(for shares)

1. Name of Company : _____
2. Corporate Action Description : _____
(e.g; Preferential Offer, ESOP, Bonus, Rights, IPO, Sub-division, Amalgamation, etc.)
3. Ratio : _____
(for bonus, sub-division, amalgamation, etc.)
(e.g; 3 shares of A Ltd. for every 2 shares held in B Ltd.)
4. Security Type : _____
(e.g. Equity shares, Preference shares etc.)
5. ISIN : _____
6. Share price/value (new shares)
- (a) Offer price per share : _____
- (b) Face value per share : _____
- (c) Premium per share : _____
- (d) Paid-up value per share : _____
7. Date of Allotment : _____
(dd-mm-yyyy)

8. Details of Allotment

| Particulars | No. of records (allottees) | No. of shares (Quantity) |
|------------------------------|----------------------------|--------------------------|
| <i>(A) Fully Paid</i> | | |
| (a) Electronic form – NSDL | | |
| (b) Electronic form – CDSL | | |
| (c) Physical form | | |
| Total (A) | | |
| <i>(B) Partly Paid</i> | | |
| (a) Electronic form – NSDL | | |
| (b) Electronic form – CDSL | | |
| (c) Physical form | | |
| Total (B) | | |
| Grand Total (A) + (B) | | |

For partly paid shares, Rs. _____ per share paid-up.

9. Distinctive numbers

| | From | To | No. of shares |
|------------|------|----|---------------|
| Fully Paid | | | |

| | | | |
|----------------------------|--|--|--|
| Partly Paid | | | |
| Total No. of shares | | | |

10. Details of Equity Share Capital

(A)

| Particulars | Issued Capital | |
|-------------------|----------------|--------------|
| | No. of shares | Amount (Rs.) |
| Before this Offer | | |
| After this Offer | | |

(B)

| Particulars | Paid-up Capital | |
|-------------------|-----------------|--------------|
| | No. of shares | Amount (Rs.) |
| Before this Offer | | |
| After this Offer | | |

11. Names of all stock exchanges where your existing shares are listed: _____

12. Declaration

I, _____ (person name), _____ (designation) of _____ (company name) declare that the company has obtained all the necessary approvals for the aforesaid Offer of shares.

Signature :

Date : _____
(dd-mm-yyyy)

Notes:

1. Ensure that the above details reach NSDL at least three days before execution of corporate action.
2. Print/type this form on your letterhead.
3. Use separate forms for different allotment dates.
4. The form must be complete in all respects and should be signed by the Company Secretary or Managing Director.

For Providing Details of Corporate Action (For Lock-In)

Note:

1. This Form is to be forwarded on the letterhead of the Company duly signed by the authorized signatory(ies).
2. Write N.A wherever not applicable.

To,

Central Depository Services (India) Limited.

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013.

Dear Sir,

We wish to execute debit and credit Corporate Actions to incorporate lock-in on shares, the details of which are given below:

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Reason for incorporation of lock-in. (Explain the reason for incorporation of lock-in on shares clearly specifying statutory guidelines/provision). | |
| ISIN | |
| Security Description | |
| No. of Records in CDSL | |
| No. of Shares in CDSL (Quantity) | |
| Lock-in release date | |

The Details of the applicants are as follows:

| Sr. No. | Name of the Applicant | BO ID | Quantity |
|----------------|-----------------------|-------|----------|
| 1. | | | |
| Total Quantity | | | |

DECLARATION

I, _____ state and confirm that:

- The Company has obtained the consent of the concerned shareholders about incorporation of lock-in on their shares.
- The Company has obtained all necessary approvals to incorporate lock-in on shares.

Name :
Designation :
Signature :

[On the letterhead of the Company]

For Providing Details of Corporate Action (For Equity)

Note:

1. This form is to be forwarded on the letterhead of the Company duly signed by the authorized signatory(ies).
2. Write N.A. wherever not applicable.

To,

Date:

**The Vice President –Operations
Central Depository Services (India) Limited.**

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013.

Dear Sir,

We wish to inform you that the following securities are being issued by the company:-

1. Company Name :
2. Type of Corporate Action / Allotment :
(e.g Preferential offer, ESOP, Bonus, Rights, IPO, Sub-division, Amalgamation etc.)
3. ISIN :
4. ISIN for Partly Paid securities (if any) :
5. Offer Price :
Face Value per share :
Premium per share :
Total per share :
6. Book Closure Date/Record Date : From // To //
//
7. Ratio :
(For Bonus, Sub-division, Amalgamation etc)
(e.g 3 shares of X Co Ltd. for every 2 shares held in Y Co. Ltd.)
8. Date of allotment :
9. Details of Share Capital : (Before the allotment).

| Share Capital | No. of Shares | Value (Rs.) |
|-------------------------------------|---------------|-------------|
| Issued | A: | C: |
| Paid Up | B: | D: |
| Difference if any* | (A-B) | (C-D) |
| Listed Capital (on all Exchanges) @ | E: | F: |
| Difference if any*** | (B-E): | (D-F): |

@ Excluding the capital for which in principle /listing approval is received, application made but pending. In case permission of any exchange is pending the shares for which the said permission (listing / in-principle approval) should not be included in this figure.

*Reason for difference of shares, if applicable:
(A-B & C-D):

*** Reason for difference of shares, if applicable:
(B-E & D-F):

10. Details of Present Allotment :

| Particulars | No. of Records (Allottees) | No. of Shares (Quantity) |
|----------------------------|----------------------------|--------------------------|
| (A) Fully Paid | | |
| (a) Electronic form – CDSL | | |
| (b) Electronic form – NSDL | | |
| (c) Physical form | | |
| Total (A) | | |
| (B) Partly Paid | | |
| (a) Electronic form – CDSL | | |
| (b) Electronic form – NSDL | | |
| (c) Physical form | | |
| Total (B) | | |
| Grand Total (A) + (B) | | |

For partly paid shares, Rs. _____ per share paid-up.

11. Lock in Security Details (for the present allotment): No. of securities under lock-in in CDSL: _____ Expiry Date : End of Day of _____

12. Details of Share Capital after allotment :

| Particulars | No. of Shares | Amount (Rs.). |
|-----------------|---------------|---------------|
| Issued Capital | | |
| Paid up Capital | | |

13. Listing Details: **(For the Present Allotment)**. In case of unlisted companies please mention only the distinctive numbers for the present allotment.

| Distinctive Nos. | | Name of the Exchanges where Securities are / will be Listed | In-principle /listing Approval Copy Attached (Y/N) |
|------------------|----|-------------------------------------------------------------|----------------------------------------------------|
| From | To | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

We hereby confirm as under :

a. The above information is correct to the best of our knowledge.

- b. The Company has complied with all the Applicable Laws, Listing Agreement, Companies Act, 2013, Indian Stamp Act, 1899 (2 of 1899), Indian Stamp (Collection of Stamp-Duty through Stock Exchanges, Clearing Corporations and Depositories) Rules, 2019, SEBI and other statutory provisions applicable.
- c. The allottees are eligible to get the allotment and where necessary, permission from RBI/FIPB has been obtained.
- d. The Company has obtained in principle listing approvals from the BSE and NSE or all regional exchanges as applicable.
- e. The Company has complied/proposes to comply with filing the requisite forms with the Registrar of Companies (RoC) as provided in the Companies Act, 2013.
- f. The Board of Directors/ IPO Committee has approved the allotment of the aforesaid Offer.
- g. The new fully paid shares are pari-passu in all respects with the existing shares (as per SEBI Circular No. SMDRP/CDSL/3254/00 dated February 18, 2000 the shares issued by companies should be pari-passu in all respects and the same ISIN number should be allotted).

Authorized Signatory

Date:

Company Stamp

Encl:

- 1. Certified copy of Board/IPO Committee Resolution authorizing the Offer/ Corporate Action.
- 2. Certified copy of the resolution for the Offer/ Corporate Action passed in the AGM/EGM.
- 3. Certified copies of the in-principle/ listing approvals from BSE and NSE.
- 4. Certified copy of Court/BIFR Order, if applicable.
- 5. In case of allotment under ESOP/ ESPS, reconciliation statement showing in-principle/listing approval received from the Stock Exchange(s) (plan wise), allotment excluding the present one and the balance to be allotted.
- 6. Offer Document/ Letter of Offer/ Red Herring Prospectus along with specimen of Application Form in case of IPO/Rights Issue/Conversion of GDRs/FCDs.
- 7. Certified copy of Basis of Allotment filed with Stock Exchange(s) in case of IPO/ Rights Issue.
- 8. Certificate from Book Running Lead Manager to the Offer confirming relevant SEBI guidelines complied with in case of IPO/ Rights Issue.
- 9. Certified copy of RBI approval, if allotment is made to NRI/ NRO/ OCB if applicable.
- 10. Corporate Action Processing fees @ ₹ 20,000/- plus applicable taxes.
- 11. Electronic debit/credit through the CDSL system will attract charges @ ₹ 10/- per debit/credit subject to a minimum of ₹ 1,000/- plus applicable taxes.
- 12. Payment to be made by Cheque/ Demand Draft in favor of Central Depository Services (I) Ltd. Payable at Mumbai or through NEFT

SCHEDULE III

Supporting Documentation

- (a) Certified copy of Board Resolution/ IPO Committee Resolution authorizing the Offer/Corporate Action.
- (b) Certified copy of the resolution for the Offer/Corporate Action passed in the AGM/EGM.
- (c) Certified copies of the in-principle/listing approvals from the BSE and NSE.
- (d) Red Herring Prospectus along with specimen of the Application Form.
- (e) Certified copy of Basis of Allotment filed with Stock Exchange(s).
- (f) Certificate from Book Running Lead Manager to the Offer confirming relevant SEBI guidelines complied with.
- (g) Certified copy of RBI approval, if allotment is made to NRI/NRO/OCB, if applicable.
- (h) Corporate Action Processing fees @ ₹ 10/- per record subject to a minimum of ₹ 1,000/- along with applicable GST per Depository (NSDL and CDSL).
- (i) Electronic debit/credit through the CDSL system will attract charges @ ₹ 10/- per debit/credit subject to a minimum of ₹ 1,000/- along with applicable GST per Depository (NSDL and CDSL).
- (j) Payment to be made by Cheque/Demand Draft in favour of Central Depository Services (I) Ltd. payable at Mumbai or through NEFT.

SCHEDULE IV

Details of Demat Accounts of the Selling Shareholders

| Sr. No | Name of the Selling Shareholder | Client ID | Depository Participant | DP ID | Account name |
|-----------------------------------------------|----------------------------------------|-----------|-----------------------------|----------|----------------------------------------|
| <i>Investor Selling Shareholders</i> | | | | | |
| 1. | PI Opportunities Fund – I | 10091671 | CITIBANK NA | IN300054 | PI OPPORTUNITIES FUND I |
| 2. | Accel India VI (Mauritius) Ltd | 20307732 | Kotak Mahindra Bank Limited | IN303173 | ACCEL INDIA VI (MAURITIUS) LTD. |
| 3. | Trudy Holdings | 11287050 | HDFC Bank Limited | IN300126 | TRUDY HOLDINGS |
| 4. | PI Opportunities Fund - II | 10092893 | CITIBANK NA | IN300054 | PI OPPORTUNITIES FUND II |
| 5. | Norwest Venture Partners X – Mauritius | 20003871 | Kotak Mahindra Bank Limited | IN303173 | Norwest Venture Partners X - Mauritius |
| <i>Individual Selling Shareholders</i> | | | | | |
| 6. | Rahul Garg | 30014922 | ICICI Bank Limited | IN302679 | Rahul Garg |
| 7. | Rajat Garg | 18385425 | CITIBANK NA | IN300513 | Rajat Garg |
| 8. | Kollengode Ramanathan Lakshminarayana | 26168562 | HDFC Bank Limited | IN301151 | Kollengode Ramanathan Lakshminarayana |
| 9. | Prem Gupta | 19734121 | Axis Securities Bank | IN304295 | Prem Gupta |
| 10. | Rajesh Ramaiah | 13303897 | ICICI Bank Limited | IN300183 | Rajesh Ramaiah |

SCHEDULE V

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: [●]

To

The Company, the Selling Shareholders and the Book Running Lead Managers

Dear Sirs,

Sub: Notice of opening of the Escrow Demat Account pursuant to Clause 2.1 of share escrow agreement dated January 7, 2026 (the “Share Escrow Agreement”)

Pursuant to Clause 2.1 of the Share Escrow Agreement, we write to inform you that an Escrow Demat Account has been opened in accordance with the provisions of the Share Escrow Agreement, the details of which are as follows:

Depository: [●]

Depository Participant: [●]

Address of Depository Participant: [●]

DP ID: [●]

Client ID: [●]

Account Name: [●]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited** (*Formerly Link Intime India Private Limited*)

Authorised Signatory

Name:

Designation:

SCHEDULE VI
ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: [●]

To

The Company, the Selling Shareholders and the Book Running Lead Managers

Dear Sirs,

Sub: Notice of transfer of the Offered Shares into the Escrow Demat Account pursuant to Clause 3.3 of the share escrow agreement dated January 7, 2026 (the “Share Escrow Agreement”)

Pursuant to Clause 3.3 of the Share Escrow Agreement, we write to inform you that the Offered Shares (i.e., [●] Equity Shares) have been credited to the Escrow Demat Account today, as follows:

| Selling Shareholder | Demat Account Number | No. of Equity Shares transferred |
|----------------------------|---------------------------------|-----------------------------------------|
| [●] | [●] | [●] |

Capitalized terms not defined herein shall have the meaning assigned to such term in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)**

Authorised Signatory

Name:

Designation:

SCHEDULE VII

Part (A)

[ON THE LETTERHEAD OF THE SHARE ESCROW AGENT]

Date: [●]

To,

The Company

The Selling Shareholders

Copy To

The Book Running Lead Managers

Re: Intimation of allotment of Equity Shares in the initial public offering of Amagi Media Labs Limited

Dear Sir,

Pursuant to Clause 5.1(b) of the share escrow agreement dated January 7, 2026 (“**Share Escrow Agreement**”), this is to confirm that we have received a copy of the resolution passed by the Board of Directors/ IPO Committee approving the Allotment.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited** (*Formerly Link Intime India Private Limited*)

Authorised Signatory

Name:

Designation:

Part (B)

[ON THE LETTERHEAD OF THE COMPANY]

Date: [●]

To

Share Escrow Agent and the Selling Shareholders

Copy to: The Book Running Lead Managers

Re: Allotment of Equity Shares in the initial public offering of Amagi Media Labs Limited

Dear Sir,

In accordance with the Clause 5.1(c) of the share escrow agreement dated January 7, 2026 (the “**Share Escrow Agreement**”), the Corporate Action Requisition has been issued. A copy of the Corporate Action Requisition is enclosed hereto.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **Amagi Media Labs Limited**

Authorised Signatory

Name:

Designation:

SCHEDULE VIII

[ON THE LETTERHEAD OF THE COMPANY]

To,

The Share Escrow Agent

Copy To

The Selling Shareholders and the Book Running Lead Managers

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated January 7, 2026 (the “Share Escrow Agreement”)

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred. The event of Failure of the Offer has occurred [before/after] [**Note: Retain as applicable**] the transfer of the Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

[Upon receipt of the Share Escrow Failure Notice before the transfer of the Sold Shares:

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholders’ Demat Accounts in accordance with Clause 5.5 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.] [**Note: Retain as applicable**]

[Upon receipt of the Share Escrow Failure Notice after the Transfer of the Sold Shares to the Allottees:

The Share Escrow Agent is requested to act in accordance with the instructions issued by the Company in terms of Clause 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.] [**Note: Retain as applicable**]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Amagi Media Labs Limited**

Authorised Signatory

Name:

Designation:

SCHEDULE IX

[ON THE LETTERHEAD OF THE SELLING SHAREHOLDER]

Date: [●]

To

The Share Escrow Agent

Copy to: the Company and the Book Running Lead Managers

Dear Sirs,

Sub: Selling Shareholder's Share Escrow Failure Notice pursuant to Clause 5.4 of the share escrow agreement dated January 7, 2026 (the "Share Escrow Agreement")

Pursuant to Clause 5.4 of the Share Escrow Agreement, I write to inform you that an Event of Failure has occurred. The event of Failure of the Offer has occurred [before/after] [**Note: Retain as applicable**] the transfer of the Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

[The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholders' Demat Accounts in accordance with Clause 5.5 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

OR

The Share Escrow Agent is requested to act in accordance with the instructions issued by the Company in terms of Clause 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.] [**Note: Please retain as applicable**]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of [the Selling Shareholder]

[Selling Shareholder]

SCHEDULE X

[TO BE ISSUED BY THE COMPANY AND THE SHARE ESCROW AGENT]

To,

The National Securities Depositories Limited

Trade World, A Wing, 4th and 5th Floors
Kamala Mills Compound
Lower Parel,
Mumbai 400 013

Central Depository Services (India) Limited.

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013

Copy To

The Book Running Lead Managers

Dear Sirs,

Sub: Receipt of [the Share Escrow Failure Notice pursuant to Clause 5.3]/ [Selling Shareholder's Share Escrow Failure Notice pursuant to Clause 5.4] [*Note: To be retained as applicable.*] of the share escrow agreement dated January 7, 2026 (the "Share Escrow Agreement")

Pursuant to the receipt of [the Share Escrow Failure Notice pursuant to Clause 5.3] / [Selling Shareholder's Share Escrow Failure Notice pursuant to Clause 5.4] of the Share Escrow Agreement, we write to apprise you that an Event of Failure that has occurred. Accordingly, one of the undersigned being the Share Escrow Agent, will debit the Sold Shares from the Allottee's account and credit them to the Escrow Demat Account.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Amagi Media Labs Limited**

Authorised Signatory

Name:

Designation:

For and on behalf of **MUFG Intime India Private Limited** (*Formerly Link Intime India Private Limited*)

Authorised Signatory

Name:





Designation:

SCHEDULE XI

LIST OF AUTHORIZED SIGNATORIES


This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For Amagi Media Labs Limited

| NAME | SPECIMEN SIGNATURE |
|-----------------------|--------------------------------------------------------------------------------------|
| Baskar Subramanian |  |
| Vijay NP |  |
| Sridhar Muthukrishnan |  |
| Prabhu Mamidi |  |

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For PI Opportunities Fund-I

| NAME | SPECIMEN SIGNATURE |
|-------------------|-----------------------------------------------------------------------------------|
| Vardaan Ahluwalia |  |

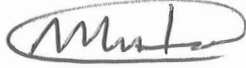
This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For Accel India VI (Mauritius) Ltd.

| NAME | SPECIMEN SIGNATURE |
|------------------------|------------------------------------------------------------------------------------|
| Aslam Koomar, Director |  |
| | |

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).


For Trudy Holdings

| NAME | SPECIMEN SIGNATURE |
|----------------------|------------------------------------------------------------------------------------|
| Nikesh Anand Muthoor |  |



This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For PI Opportunities Fund-II

| NAME | SPECIMEN SIGNATURE |
|-------------------|-----------------------------------------------------------------------------------|
| Vardaan Ahluwalia |  |

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For Norwest Venture Partners X- Mauritius

| NAME | SPECIMEN SIGNATURE |
|----------------------------------|--------------------|
| Kristee Bhurtun-Jokhoo, Director | <i>K. Bhurtun</i> |
| | |





LIST OF AUTHORIZED SIGNATORIES

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement entered into by and among the Company, the Investor Selling Shareholders, the Individual Selling Shareholders, Book Running Lead Managers, Syndicate Members, Bankers to the Offer and the Registrar in connection with the proposed initial public offering by Amagi Media Labs Limited.

For Individual Selling Shareholders –

Prabhu Mamidi and Sridhar Muthukrishnan holding power of attorney on behalf of the Individual Selling Shareholders

| NAME | SPECIMEN SIGNATURE |
|-----------------------|-------------------------------------------------------------------------------------------------|
| Prabhu Mamidi | M. G. S.  |
| Sridhar Muthukrishnan | M. S. Sridhar  |

LIST OF AUTHORIZED SIGNATORIES

This signature page forms an integral part of the Share Escrow Agreement executed among Amagi Media Labs Limited, the Investor Selling Shareholders, the Individual Selling Shareholders and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited).

For MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)

| NAME | SPECIMEN SIGNATURE |
|---------------|-----------------------------------------------------------------------------------|
| Dhawal Adalja |  |

SCHEDULE XII
ON THE LETTERHEAD OF THE COMPANY

Date: [●]

To,

The Share Escrow Agent

Copy to:

The Selling Shareholders

The Book Running Lead Managers

Dear Sirs,

Sub: Share Escrow Notice pursuant to Clause 3.2 of the Share Escrow Agreement dated January 7, 2026 (the “Share Escrow Agreement”)

We write to inform you that the Red Herring Prospectus was not filed within the time prescribed under Clause 3.2 of the Share Escrow Agreement.

The Share Escrow Agent is requested to immediately credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Account in accordance with Clause 3.2 of the Share Escrow Agreement.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Amagi Media Labs Limited**

Authorised Signatory

Name:

Designation:

SCHEDULE XIII

Date: [●]

To:

The Company, the Selling Shareholders and the Book Running Lead Managers

Re: Debit of Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the respective Selling Shareholders' Demat Account pursuant to Clause 5.2 for Amagi Media Labs Limited

Dear all,

Pursuant to Clause 5.2 of the share escrow agreement dated January 7, 2026 (the “**Share Escrow Agreement**”), this is to confirm that all Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Sold Shares in relation to the Offer for Sale. [Further, the Unsold Shares remaining to the credit of the Escrow Demat have been released and credited back to the relevant Selling Shareholders' Demat Account.] [**Note: To be retained, as applicable**]

Further, please see attached hereto as **Annexure A**, copy of the demat statement reflecting the debit of such Sold Shares [and Unsold Shares] from the Escrow Demat Account.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents.

For and on behalf of [●]

Authorized Signatory

Enclosed: As above.

Annexure A to Schedule XIII

[Note: Copy of demat statement reflecting the debit of Sold Shares [and Unsold Shares] from the Escrow Demat Account to be included]



सत्यमेव जयते

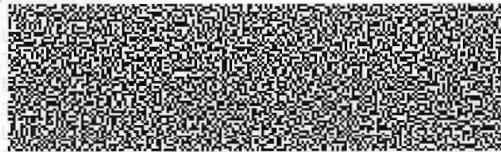
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA12140320647843X
Certificate Issued Date : 02-Dec-2025 04:00 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0829144855066512X
Purchased by : MUFG INTIME INDIA PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : MUFG INTIME INDIA PRIVATE LIMITED
Second Party : BRLMS
Stamp Duty Paid By : MUFG INTIME INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

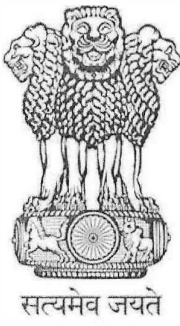


Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED BY MUFG INTIME PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED) IN FAVOUR OF KOTAK MAHINDRA CAPITAL COMPANY LIMITED, CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED, GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED, IIFL CAPITAL SERVICES LIMITED (FORMERLY KNOWN AS IIFL SECURITIES LIMITED AND AVENDUS CAPITAL PRIVATE LIMITED)

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.



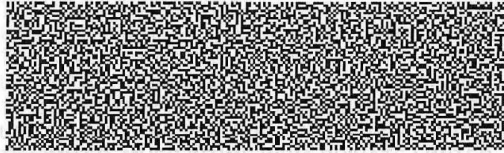
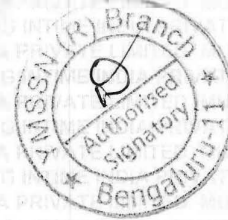
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA12141379218477X
Certificate Issued Date : 02-Dec-2025 04:01 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0829142662830114X
Purchased by : MUFG INTIME INDIA PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MUFG INTIME INDIA PRIVATE LIMITED
Second Party : BRLMS
Stamp Duty Paid By : MUFG INTIME INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

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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.



सत्यमेव जयते

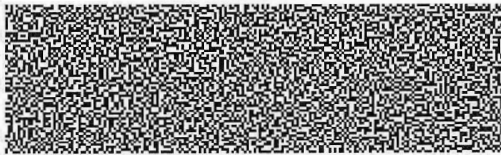
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA12143551681499X
Certificate Issued Date : 02-Dec-2025 04:02 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0829133682278524X
Purchased by : MUFG INTIME INDIA PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : MUFG INTIME INDIA PRIVATE LIMITED
Second Party : BRLMS
Stamp Duty Paid By : MUFG INTIME INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



RS. 500

02-DEC-2025 04:02 PM

Please write or type below this line

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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.

SCHEDULE XIV
LETTER OF INDEMNITY

Date: January 7, 2026

To

Kotak Mahindra Capital Company Limited

27BKC, 1st Floor, Plot No. C-27,
"G" Block, Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051
Maharashtra, India

Citigroup Global Markets India Private Limited

1202, 12th Floor, First International Financial Center,
G-Block, Bandra Kurla Complex,
Bandra East, Mumbai, 400 051
Maharashtra, India

Goldman Sachs (India) Securities Private Limited

9th and 10th Floor, Ascent-Worli
Sudam Kalu Ahire Marg
Worli, Mumbai – 400 025
Maharashtra, India

IIFL Capital Services Limited (Formerly known as IIFL Securities Limited)

24th Floor, One Lodha Place,
Senapati Bapat Marg, Lower Parel (W).
Mumbai 400 013
Maharashtra, India

Avendus Capital Private Limited

901, Platina, 9th Floor,
Plot No. C-59, Bandra Kurla Complex,
Bandra (E), Mumbai-400 051
Maharashtra, India

*(Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited, and any other book running lead managers appointed by the Company are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)*

Dear Sir/Madam,

Re: Letter of Indemnity to the Book Running Lead Managers pursuant to the share escrow agreement entered into by and among Amagi Media Labs Limited (the “Company”), the Selling Shareholders (as defined in the Share Escrow Agreement) and MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) dated January 7, 2026 (the “Share Escrow Agreement”)

The Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of the face value of ₹1 each of the Company (the “**Equity Shares**”), comprising a fresh

issue of Equity Shares by the Company aggregating up to ₹8,160 million (the “**Fresh Issue**”); and an offer for sale of up to 26,942,343 Equity Shares by the Selling Shareholders as indicated for the respective Selling Shareholders in **Schedule I** of the Share Escrow Agreement (such offer for sale, the “**Offer for Sale**”). The Fresh Issue and Offer for Sale are collectively referred to as the “**Offer**” and the Equity Shares offered by the Selling Shareholders in the Offer for Sale are referred to as “**Offered Shares**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act (*defined below*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Law (*defined below*), through the book building process (the “**Book Building Process**”), as prescribed in Part A of Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined through the Book Building Process and as agreed to by the Company, in consultation with the BRLMs (the “**Offer Price**”). The Offer will be made to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations. The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in “offshore transactions”, as defined in, and in compliance with, Regulation S under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) (“**Regulation S**”) and in compliance with the SEBI ICDR Regulations, (ii) in the United States to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) pursuant to Section 4(a) of the U.S. Securities Act, and (iii) outside India and the United States, to institutional investors in “offshore transactions”, as defined in, and in compliance with, Regulation S and in each case, in compliance with the applicable laws of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (*defined below*) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) has been appointed as the Share Escrow Agent in relation to the Offer by the Company and the Selling Shareholders after consultation with the Book Running Lead Managers, in accordance with the Share Escrow Agreement. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act, 2013 and all Applicable Laws, including the relevant circulars, guidelines, notifications and regulations issued by the Securities and Exchange Board of India in so far as they are applicable to its scope of work undertaken pursuant to the Share Escrow Agreement and is fully aware of its obligations, duties and responsibilities and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is an error and/or failure by the Share Escrow Agent in performing its obligations, duties and responsibilities and/or if the Share Escrow Agent fails to comply with any of its obligations, duties and responsibilities under the Share Escrow Agreement, this Letter of Indemnity and other legal requirements applicable to it in relation to the Offer. The Share Escrow Agent confirms that it is an entity duly incorporated and validly existing as a company under Applicable Law and further registered with the SEBI having a valid and subsisting registration no. INR000004058. The Share Escrow Agent agrees that it is permitted to act and carry out the activities listed in the Agreement and there is no prohibition or order restricting it to be act as the Share Escrow Agent to the offer. Further, the Share Escrow Agent shall immediately intimate the Company, Selling Shareholders and BRLMs in case of any change or update in its status or registration that may affect its ability to perform its obligations under the Agreement.

The Share Escrow Agent undertakes to each of the Book Running Lead Managers that it shall act with due diligence, care, skill and within the timelines as prescribed under the Applicable Law while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the Book Running Lead Managers to (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholders in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the Book Running Lead Managers as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any other

purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with the Applicable Law; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.

Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to absolutely, unconditionally and irrevocably execute and deliver a letter of indemnity to each of the Book Running Lead Managers to indemnify each Book Running Lead Manager Indemnified Person (as defined below) free and harmless at all times, from and against any and all losses, liabilities, demands, claims, suits, damages, proceedings of whatever nature (including reputational) made, suffered or incurred, actions, awards, judgments, costs, interest costs, charges, penalties and expenses, including attorneys' fees and court costs, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs or other professional fees arising out of a breach or alleged breach of the Share Escrow Agent's performance, obligations, duties, responsibilities, representations, warranties, covenants, undertakings under the Share Escrow Agreement and this Letter of Indemnity or an error or a failure or any delay, negligence, default or misconduct to deliver or perform the services contemplated under the Share Escrow Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby, absolutely, irrevocably and unconditionally undertakes and agrees to keep, each Book Running Lead Manager and each of their respective Affiliates, and each of their respective directors, employees, officers, managers, advisors, agents, successors, permitted assigns and any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (each such Person, a "**Book Running Lead Manager Indemnified Person**"), free and harmless at all times, at their own cost and expense and upon first demand, from and against any and all losses, liabilities, demands, claims, suits, damages, proceedings actions of whatever nature (including reputational) made, suffered or incurred, awards, judgments, costs, charges and expenses, interest costs, penalties, including attorney's fees and court costs, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs or other professional fees or losses ("**Losses**"), of whatsoever nature made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Book Running Lead Manager Indemnified Person or any other party, in relation to or resulting from or consequent upon or arising out of any violation or alleged violation or non-compliance of any provision of law, regulation or order of any court or legal, regulatory, statutory, governmental, judicial, quasi-judicial or administrative authority, or of any breach or alleged breach of representation, warranty, covenants or undertaking in the performance of the obligations and responsibilities by the Share Escrow Agent or arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith or default of the Share Escrow Agent under the Share Escrow Agreement, this Letter of Indemnity or otherwise under Applicable Law, or if any information provided by the Share Escrow Agent to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, or in the event of infringement of any intellectual property or rights of any Third Party by the Share Escrow Agent. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each of the Book Running Lead Manager Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Book Running Lead Manager Indemnified Persons is a party, in each case as such expenses are incurred or paid, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Share Escrow Agreement, this Letter of Indemnity or under Applicable Law and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law.

The Share Escrow Agent shall not in any case whatsoever use the securities held in Escrow Demat Account to satisfy this indemnity and/or counterclaim that they may have against the Company, the Selling Shareholders, in any manner whatsoever.

This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement. Further, this Letter of Indemnity shall survive the expiry / termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity are not affected or amended or limited by any other terms (including any limitations) set out in the Share Escrow Agreement and shall be in addition to any other rights that any Book Running Lead Manager Indemnified Person may have at common law, equity and/or otherwise. A copy of the Share Escrow Agreement is also provided to the BRLMs for their knowledge and records.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Managers. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any amendment to the Share Escrow Agreement and provide the Book Running Lead Managers a copy of such amendment.

The Share Escrow Agent acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of the Share Escrow Agreement and this Letter of Indemnity but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity. This Letter of Indemnity shall be binding upon and inure to the benefit of Parties and their respective successors, heirs, and assigns. This Letter of Indemnity including all rights, interests, or obligations here under, in part or as a whole, may be assigned by the BRLMs to any of their respective Affiliates without need for any prior written consent of other parties. Further, the Company and the Selling Shareholders entering into the Share Escrow Agreement with the Share Escrow Agent is sufficient consideration for the Share Escrow Agent to indemnify the BRLMs by issuing this Letter of Indemnity in favour of the Book Running Lead Managers.

The Share Escrow Agent hereby agrees that failure or delay of of any Book Running Lead Manager Indemnified Person to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any Book Running Lead Manager Indemnified Person of any of its rights established herein.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Draft Red Herring Prospectus filed with the regulatory authorities in connection with the Offer the Red Herring Prospectus and the Prospectus to be filed by the Company with the regulatory authorities in connection with the Offer. The Share Escrow Agent acknowledges and agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity mutatis mutandis and all terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever applicable. In case of any conflict or inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.

This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Letter of Indemnity may be executed by delivery of an e-mail copy or portable document format (“PDF”) copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties electronically delivers a copy of a signature page to this Letter of Indemnity or in PDF, such Party shall deliver an executed signature page in the original, as soon as reasonably practicable; provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronic or in PDF format or that of the execution of this Letter of Indemnity.

If any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, performance, implementation, termination, enforceability or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, the parties to such dispute shall attempt, in the first instance, to resolve such dispute through amicable discussions among such disputing parties. All proceedings in any such arbitration shall be conducted at the Mumbai Centre for International Arbitration under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. In the event that such Dispute cannot be resolved through amicable discussions within a period of thirty (30), days after the first occurrence of the Dispute (or such other period as the Disputing Parties may agree to, in writing), the Disputing Parties shall by notice in writing to each of the other Parties refer the Dispute to institutional arbitration be conducted at Mumbai Centre for International Arbitration. The arbitration (seat & venue) shall take place in Mumbai, India. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within fifteen (15) working days of receipt of second arbitrator's confirmation, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The Disputing Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. The arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules.

Notwithstanding anything contained in the Share Escrow Agreement/Letter of Indemnity and in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD- 1/P/CIR/2023/145, SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and SEBI Master Circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circulars**”), the Book Running Lead Managers and the Share Escrow Agent have elected to follow the dispute resolution mechanism mentioned above. Provided that in the event any dispute involving any party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective party under this Letter of Indemnity.

Subject to the foregoing provisions, the courts in Mumbai, India, shall have sole and exclusive jurisdiction in all matters arising out of the arbitration proceedings mentioned herein above, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

All notices, requests, demands and communications issued under this Letter of Indemnity or the Share Escrow Agreement shall be in writing and (a) delivered personally, or (b) sent by registered mail or prepaid postage, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Share Escrow Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; and if sent by registered mail, be deemed given when received.

If to the BRLMs:

Kotak Mahindra Capital Company Limited

1st Floor, 27 BKC, Plot No. C-27,
"G" Block, Bandra Kurla Complex,

Bandra (East), Mumbai, 400 051
Maharashtra, Indi
Tel: +91 22 4336 0000
Email: amagi.ipo@kotak.com
Attn: Arun Mathew

Citigroup Global Markets India Private Limited
1202, 12th Floor, First International Financial Center,
G-Block, Bandra Kurla Complex,
Bandra East, Mumbai, 400 051
Maharashtra, India

Goldman Sachs (India) Securities Private Limited
9th and 10th Floor, Ascent-Worli
Sudam Kalu Ahire Marg
Worli, Mumbai – 400 025
Maharashtra, India

IIFL Capital Services Limited (Formerly known as IIFL Securities Limited)
24th Floor, One Lodha Place,
Senapati Bapat Marg, Lower Parel (W).
Mumbai 400 013
Maharashtra, India

Avendus Capital Private Limited
901, Platina, 9th Floor,
Plot No. C-59, Bandra Kurla Complex,
Bandra (E), Mumbai-400 051
Maharashtra, India

If to the Share Escrow Agent:

MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)
C-101, 247 Park
L B S Marg, Vikhroli (West)
Mumbai, 400 083
Maharashtra, India
Telephone: +91 22 49186000
Contact person: Harsh Hinduja

[Signature pages to follow]

This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited** (*Formerly Link Intime India Private Limited*)

A handwritten signature in blue ink is positioned to the left of a circular blue ink stamp. The stamp contains the text "MUFG INTIME INDIA PRIVATE LIMITED" around its perimeter.

Authorised Signatory

Name: Dhawal Adalja

Designation: Vice President – Primary Market

This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **Kotak Mahindra Capital Company Limited**



Authorised Signatory

Name: Abhijit Vaidya

Designation: Managing Director – Equity Corporate Finance

This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **Citigroup Global Markets India Private Limited**



Authorised Signatory

Name: Mitul Shah

Designation: Director

This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **Goldman Sachs (India) Securities Private Limited**

Abinand-N-Rejan

Authorised Signatory

Name: Abinand Natarajan

Designation : Executive Director



This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **IIFL Capital Services Limited (Formerly known as IIFL Securities Limited)**

D.B. Bhavsar



Authorised Signatory

Name: Dhruv Bhavsar

Designation: AVP

This signature page forms an integral part of the Letter of Indemnity executed by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) in favour of Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, Goldman Sachs (India) Securities Private Limited, IIFL Capital Services Limited (Formerly known as IIFL Securities Limited) and Avendus Capital Private Limited

Yours sincerely,

For and on behalf of **Avendus Capital Private Limited**

The image shows a handwritten signature in blue ink, which appears to read 'Sarthak', followed by a horizontal line. To the right of the signature is a circular blue ink stamp. The stamp contains the text 'Avendus Capital Private Limited' around the perimeter, with a small star symbol on the left side.

Authorised Signatory

Name: Sarthak Sawa

Designation: Vice President