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# INDIA NON JUDICIAL

## Government of Karnataka

**e-Stamp**

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| **Certificate No.** | : | **IN-KA94602708638790V** |
| Certificate Issued Date | : | 16-Jun-2023 08:19 PM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL0868253024693551V |
| Purchased by | : | PHYSICSWALLAH PRIVATE LIMITED AND OTHERS |
| Description of Document | : | Article 5(J) Agreement (In any other cases) |
| Property Description | : | SHARE SUBSCRIPTION AND SHARE PURCHASE AGREEMENT |
| Consideration Price (Rs.) | : | 0<br>(Zero) |
| First Party | : | XYLEM LEARNING PRIVATE LIMITED |
| Second Party | : | PHYSICSWALLAH PRIVATE LIMITED AND OTHERS |
| Stamp Duty Paid By | : | PHYSICSWALLAH PRIVATE LIMITED AND OTHERS |
| Stamp Duty Amount(Rs.) | : | 1,200<br>(One Thousand Two Hundred only) |

SVR VIDDODDESHA SOUHARDA SAHAKARI NIYAMITHA ★ Bangalore

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**DATED 17 JUNE, 2023**

# SHARE SUBSCRIPTION AND SHARE PURCHASE AGREEMENT

**BY AND AMONGST**

**THE SELLERS**

**AND**

**THE LEAD FOUNDER**

**AND**

**XYLEM LEARNING PRIVATE LIMITED**

**AND**

**PHYSICSWALLAH PRIVATE LIMITED**

**SHARE SUBSCRIPTION AND SHARE PURCHASE AGREEMENT**

This share subscription and share purchase agreement is executed on 17 June, 2023 ("**Execution Date**") by and among:

1. **MR. VINESH KUMAR KARUVARATHPOYIL**, an Indian resident citizen holding Permanent Account Number EROPK9089J, residing at S/O Kunjappakurup, Karuvarathpoyil, Moilothara, Maruthonkara, Vadakara, Kozhikode, Kerala-673513 (hereinafter referred to as "**Seller 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs, representatives and permitted assigns);

2. **MR. LIJEESHKUMAR VALIYAPARAMBIL**, an Indian resident citizen holding Permanent Account Number AFBPL0215Q, residing at S/O Gopalan, Flat No-5, Chothi Apartments, Edodi, Vadakara, Kerala-673101 (hereinafter referred to as "**Seller 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs, representatives and permitted assigns);

3. **MR. ANANTHU SASIKUMAR**, an Indian resident citizen holding Permanent Account Number DJBPA2477J, residing at S/O Sasikumar.M, Palikattu House, Punnamada Ward, Alappuzha, Aryad South(Part), Alappuzha, Kerala-688006 (hereinafter referred to as "**Lead Founder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs, representatives and permitted assigns);

4. **PHYSICSWALLAH PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 2013, holding Permanent Account Number AALCP1681Q, having its registered office at A-13/5, Sector-62, Noida, Gautam Buddha Nagar - 201309, Uttar Pradesh, India (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in- interest and permitted assigns); and

5. **XYLEM LEARNING PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 2013, holding Permanent Account Number AAACX3501G, having CIN U80902KL2020PTC066136 and having its registered office at 29/1049- A3,A4,A5, First Floor Bridge View Building, Thondayad Bypass Kozhikode Kerala- 673016, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Seller 1, Seller 2 and Lead Founder shall be collectively referred to as the "**Founders**", and individually as a "**Founder**".

The Seller 1 and Seller 2 shall be collectively referred to as the "**Sellers**", and individually as a "**Seller**".

The Sellers, the Purchaser, the Lead Founder and the Company shall hereinafter, as the context may require, individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**".

**WHEREAS**:

A. The Company is engaged in the Business (*defined hereinafter*).

B. The Sellers, the Lead Founder, Mr. Praveen Valiya Parambath and Mr. Shavad Kodambattil are the founders of the Company and as on Execution Date, collectively hold 100% (one hundred percent) shares of the Share Capital of the Company.

C. Pursuant to the mutual discussions between the Parties, the Purchaser has agreed to purchase from the Sellers, the Respective Purchase Shares (*defined hereinafter*), free and clear from all Encumbrances, in lieu of the Respective Purchase Consideration (*defined hereinafter*), on the terms and subject to the conditions set out in this Agreement as well as the covenants undertaken by the Founders under the Transaction Documents. Simultaneously with the completion of the acquisition of the Respective Purchase Shares by the Purchaser in accordance with the provisions of this Agreement, , the Company has requested the Purchaser to invest in the capital of the Company, and in reliance upon the Warranties (*as defined hereinafter*) and indemnities provided by the Company, the Sellers and the Lead Founder, as applicable, the Purchaser will invest in the Company's capital by subscribing to the Subscription Shares (*as defined hereinafter*).

D. Simultaneously with the execution of this Agreement, the Purchaser, the Company and the Founders will execute a shareholders' agreement ("**SHA**") on and from the Closing Date to record the inter-se shareholding and management rights vis-à-vis the Company and the Company and the Purchaser will execute (i) a share purchase agreement with Mr. Praveen Valiya Parambath for acquisition of his Shares by the Purchaser ("**Exiting SPA I**") and (ii) another share purchase agreement with Mr. Shavad Kodambattil for acquisition of his Shares by the Purchaser ("**Exiting SPA II**") (Exiting SPA I and Exiting SPA II shall collectively be referred to as the "**Exiting Founder SPAs**").

E. Accordingly, the Parties are now entering into this Agreement to record their respective rights and obligations in relation to the sale and purchase of the Purchase Shares and subscription to the Subscription Shares, in each case, by the Purchaser.

**NOW, THEREFORE,** in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), and subject to the terms and conditions set forth in this Agreement, the Parties hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Capitalised terms as used in this Agreement shall have the meanings (a) as indicated in this Clause below, and (b) if not defined in this Clause below, as assigned to such terms in the other parts of this Agreement where indicated:

"**Accounts**" means the audited financial statements of the Company for the financial year ending March 31, 2022, and the unaudited financial statements of the Company for the period between April 1, 2022 and February 28, 2023.

"**Accounts Date**" means February 28, 2023.

"**Act**" means the (Indian) Companies Act, 2013 including any amendments thereto or any

other succeeding enactment and any rules, regulations, notifications and clarifications made thereunder.

"**Affiliate**" of a Party (as defined herein) means: (i) in case of any Party other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Party; and (ii) in case of any Party that is a natural person, any other Person who is a Relative of such Party or is Controlled by such Party or who is Controlled by a Relative of such Party. It is clarified that the Company shall not be deemed to be an Affiliate of any of the Parties.

"**Agreement**" means this share subscription and share purchase agreement together with the schedules hereto, executed between the Founders, Purchaser, and the Company, as amended from time to time.

"**Applicable Laws**" means all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, judgments, decrees, writs, rules, by-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, orders, interpretations, licenses and/or permits of all Governmental Authority and all government approvals in India and having the force of law.

"**Arbitration Rules**" has the meaning ascribed to such term in Clause 9.2.

"**Articles of Association**" or "**Articles**" means the articles of association of the Company, as amended from time to time.

"**Bank Account**" means the bank account of the Sellers, the details of which are set out in **SCHEDULE I**.

"**Board**" or "**Board of Directors**" means the board of directors of the Company.

"**Business**" means the business of providing online, hybrid and offline test preparation services for NEET, IIT-JEE, PSC and other competitive exams or any other business carried out by the Company.

"**Business Day**" means a day on which scheduled banks are open for normal banking transactions, other than a Saturday or Sunday, in Uttar Pradesh (India) and Kerala (India).

"**Charter Documents**" means the Articles and memorandum of association of the Company;

"**Company Designated Account**" means the bank account of the Company, the details of which are set out below:

**Name of Account Holder:** Xylem Learning Private Limited
**Account Number:** 0257073000000201
**Bank Name:** South Indian Bank
**IFSC:** SIBL0000257

"**Company Fundamental Warranties**" means the Warranties set out in paragraph 1, 2, 3 and 4 of Schedule III of this Agreement.

"**Company Warranties**" means the warranties set out in **Schedule III** below.

"**Conditions Precedent**" has the meaning ascribed to such term in Clause 3.1.

"**Control**" including, with its correlative meanings, the terms "**Controlled by**" and "**under common Control**", means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through (i) the ownership of more than 50% (Fifty percent) of the voting securities of such entity; (ii) the right to appoint more than 50% (Fifty percent) of the members of the board of directors or any other governing body of such entity; (iii) contract or credit agreement, as trustee or executor, or otherwise.

"**CP Confirmation**" has the meaning ascribed to such term in Clause 3.2.

"**Director**" means a director on the Board.

"**Disclosure Letter**" means the letter, being in a form acceptable to the Purchaser, setting out specific disclosures against the specific Company Warranties, and as may be issued to the Purchaser on the Execution Date, and any updates thereto as are permitted to be made by the Purchaser, acting reasonably, 2 (two) Business Days prior to the Closing on account of matters arising after the Execution Date but prior to the Closing Date.

"**Dispute**" has the meaning ascribed to such term in Clause 9.2.

"**Dispute Notice**" has the meaning ascribed to such term in Clause 9.2.

"**Employment Agreements**" means the respective employment agreements to be entered into by the Company with each of the Founders on the Execution Date;

"**Encumbrance**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim having an impact on the Shares, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, or exercise of any other attribute of ownership, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, and the term "Encumber" shall be construed accordingly.

**"Equity Shares**" means equity shares in the issued, subscribed and paid-up share capital of the Company having a face value of INR 100 (Indian Rupees One Hundred only) each.

"**ESOPs**" means the employee stock options issued by the Purchaser.

"**Financial Year**" means the year commencing on the first day of April and ending on the last day of March of the immediate succeeding calendar year.

"**Fully Diluted Basis**" means that the calculation is to be made assuming that all outstanding convertible shares or securities (whether or not by their terms then currently convertible,

exercisable or exchangeable), share options, warrants, including but not limited to any outstanding commitments to issue shares at a future date, whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged.

"**GAAP**" means the generally acceptable accounting principles consistently applied as in effect from time to time in India.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality of any nation or any political subdivision thereof; any court, tribunal or arbitrator; and any self-regulatory organization.

"**Indemnification Notice**" has the meaning ascribed to such term in Clause 6.3.1.

"**Indemnifying Party**" has the meaning ascribed to such term in Clause 6.2.

"**Indemnified Party**" has the meaning ascribed to such term in Clause 6.2.

"**Intellectual Property**" means all patents, trademarks, service marks, service names, logos, get-up, trade names, internet domain names, applications, programmes, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how, trade secrets, and other intellectual property rights and proprietary data, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held or beneficially owned by the Company.

"**IT Act**" means the Indian Income-tax Act, 1961, as it may be amended or supplemented from time to time, read together with the Income Tax Rules, 1962 and the regulations, notifications, circulars, guidelines, ordinances, directions, orders, issued thereunder.

"**Long Stop Date**" means the date falling on the 60$^{th}$ day from the Execution Date or such other date as the Parties may mutually agree in writing.

"**Loss**" has the meaning ascribed to such term in Clause 6.1.

"**Material Adverse Effect**" means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has or may reasonably be expected to (i) materially compromise the ability of the Company and/or the Sellers and/or the Lead Founder to perform their obligations hereunder or to consummate the transactions contemplated hereby (ii) materially adverse effect to the Business, operations, results of operations, Company's condition financial or otherwise, assets (including intangible assets) or liabilities of the Company and where quantifiable, actual or expected reduction in EBITDA or Revenue by 40% from the EBITDA or Revenue for the previous year (as applicable) (iii) compromise the validity or enforceability of the Agreement against the Company and/ or the Sellers and/or the Lead Founder, the validity or enforceability of any of the transactions contemplated hereunder against the Company and/ or the Sellers and/or the Lead Founder;

"**Person**" means any natural person, firm, company, Governmental Authority, joint venture, association, partnership, society, limited liability partnership or other entity (whether or not having separate legal personality).

"**Purchase Consideration**" means the aggregate of the Respective Purchase Consideration payable by the Purchaser to the Sellers on the Closing Date, which is INR 15,00,00,000 (Indian Rupees Fifteen Crores only), calculated at a per share price of INR 1,50,000 (Indian Rupees One Lakh Fifty Thousand only).

"**Purchase Shares**" means the aggregate of the Respective Purchase Shares to be purchased by the Purchaser from the Sellers, which is 1,000 (one thousand) Equity Shares.

"**Relative**" of a natural Person has the meaning assigned to such term in the Act.

"**Related Party**" shall have the meaning ascribed to it in the Act and "**Related Party Transactions**" mean transactions of any nature with related parties.

"**Accounting Firm**" means M/S AAKK & Associates (Firm Registration Number: 210839).

"**Respective Purchase Consideration**" has the meaning ascribed to such term in Clause 2.2, with respect to the relevant Seller.

"**Respective Purchase Shares**" has the meaning ascribed to such term in Clause 2.2, with respect to the relevant Seller.

"**Rupees**", "**Rs**." or "**INR**" means Indian Rupees, the lawful currency of the Republic of India.

"**RoC**" shall mean the relevant jurisdictional registrar of Companies;

"**Securities**" shall mean equity capital, equity shares, scrips, stocks, bonds, convertible debentures, preference shares, membership interests, or other ownership interests or any options, warrants, or instruments entitling the holder to receive equity shares or to purchase or rights to subscribe for securities which by their terms are convertible into or exchangeable for equity shares.

"**Seller Fundamental Warranties**" means the Warranties set out in Clause 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.6, 5.2.7, and 5.2.12 of this Agreement.

"**Seller Warranties**" has the meaning ascribed to such term in Clause 5.2.

"**Share Capital**" means the total issued and paid-up share capital of the Company determined on a Fully Diluted Basis.

"**Shareholders**" shall mean the holders on the record of the Company of any Securities of the Company;

"**Subscription Amount**" means an amount of INR 23,50,50,000 (Indian Rupees Twenty Three Crores Fifty Lakhs and Fifty Thousand only) to be remitted towards the subscription of the Subscription Shares by the Purchaser on the Closing Date;

"**Subscription Shares**" means 1,567 Equity Shares to be issued and allotted to the Purchaser on the Closing Date in consideration for the payment of the Subscription Amount;

"**Subsidiary(ies)**" has the meaning assigned to such term in the Act.

**"Tax" or "Taxes"** means any and all taxes (whether direct or indirect), including but not limited to central, state, local, corporate tax, income tax, minimum alternate tax, dividend distribution tax, buy back tax under Section 115QA of the Income Tax Act, capital gains tax, withholding tax / tax deductible at source, tax collectable at source, fringe benefit tax, equalisation levy, profits, gross receipts, sales, use, value added tax, goods and services tax, excise duty (including, without limitation, central and state excise); service tax, customs duty; gift tax, severance, , real property, personal property, ad valorem, duty, contribution, levy, impost, assessment, tax (including all interests, surcharges, cess, fines, fee and penalties thereon and additions thereto) due and payable, levied, imposed upon by a Tax Authority under applicable law.

"**Tax Authority**" or "**Tax Authorities**" means any Tax department or Governmental Authority in charge of imposing or collecting any Tax or any adjudicating or quasi-judicial Governmental Authority related to Tax exercising powers, functions, duties relating to Taxes in the Republic of India.

"**Tax Status Report**" has the meaning ascribed to such term in Clause 3.1.5.

"**Tax Warranties**" means the Company Warranties set out in paragraph 10 of **Schedule III**.

"**Transaction Documents**" means (i) this Agreement; (ii) the SHA; (iii) the respective Employment Agreements; (iv) Restated Articles; and (v) any deed, document, letter or certificate executed by one or more of the Parties pursuant to the provisions of this Agreement and Transaction Documents.

"**Transfer**" means any sale, assignment, lease, transfer, pledge, gift, or other disposition of, any property or asset.

"**Valuation Certificates**" means: (i) a certificate from a chartered accountant, registered with The Institute of Chartered Accountants of India, on the value of the Subscription Shares and Purchase Shares determined under Section 56(2)(x) of the IT Act read with the relevant Income Tax Rules, 1962; (ii) a certificate from a category I merchant banker, registered with the Securities and Exchange Board of India, on the value of the Subscription Shares determined under Section 56(2)(vii)(b) of the IT Act read with the relevant Income Tax Rules,1962; and (iii) a certificate from a registered valuer on the value of the Subscription Shares determined under Section 62 of the Act read with Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 and other applicable rules issued thereunder.

"**Warranties**" means a collective reference to the Seller Warranties, the Company Warranties and the warranties set out in Clause 5 below.

1.2 **Interpretation**

1.2.1 Any capitalised term used but not defined herein shall have the meaning ascribed to

such term in the SHA.

1.2.2 Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

1.2.3 Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; (ii) words of any gender are deemed to include the other gender; (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be; (iv) the term "Clause" refers to the specified Clause of this Agreement; (v) reference to the word "include" shall be construed without limitation; and (vi) the schedules hereto shall constitute an integral part of this Agreement.

1.2.4 Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement.

1.2.5 Any time period specified herein shall exclude the time period taken to obtain applicable regulatory approvals.

1.2.6 No rule of construction or interpretation shall apply to the disadvantage or detriment of the Party having control or being responsible for the preparation of this Agreement.

## 2. SUBSCRIPTION AND PURCHASE OF SHARES

2.1 **Agreement to Subscribe, Issue and Allot**. The Purchaser has, subject to the terms and conditions of this Agreement, and relying upon the Warranties, covenants, undertakings and indemnities of the Company, the Sellers and/or the Lead Founder under the Transaction Documents, agreed to invest the Subscription Amount to subscribe to the Subscription Shares on the terms as set out under this Agreement.

2.2 **Sale and Purchase.** Subject to, and in accordance with, the terms of this Agreement, including the satisfaction of the Conditions Precedent mentioned in Clause 3.1 below and in reliance of the Warranties as well as the covenants undertaken by the Sellers and Lead Founder under the Transaction Documents, the Purchaser shall pay the Respective Purchase Consideration at the Closing, and the Sellers shall simultaneously sell and deliver to the Purchaser the Respective Purchase Shares, free and clear of all Encumbrances, along with all rights, title and interests of the Sellers in and with respect to the Respective Purchase Shares and with all attached and accrued rights and benefits from the Closing Date, in the following manner:

| Sl. No. | Sellers | No. of Respective Purchase Shares | Respective Purchase Consideration (in INR) |
|---|---|---|---|
| 1. | Seller 1 | 500 Equity Shares | 7,50,00,000 |

| | | | |
|---|---|---|---|
| 2. | Seller 2 | 500 Equity Shares | 7,50,00,000 |
| **Total** | | **1,000 Equity Shares** | **15,00,00,000** |

2.3 Upon receipt of the Subscription Amount by the Purchaser into the Company Designated Account, and upon remittance of the Respective Purchase Consideration by the Purchaser to the Seller Designated Accounts by way of irrevocable instructions, the Company and Sellers and/or Lead Founder shall take such actions as set out in Clause 4 (*Closing Mechanism*) resulting in issue and allotment of the Subscription Shares to the Purchaser and the transfer of Purchaser Shares to the Purchaser. The receipt of the Subscription Amount and the remittance Respective Purchase Consideration by the Purchaser by way of irrevocable instructions and issuance of the Subscription Shares by the Company to the Purchaser as well as Transfer of Respective Purchase Shares by the Sellers to the Purchaser ("**Closing**"), shall be in accordance with this Agreement. The shareholding pattern of the Company on the Execution Date is as set out in Part A of **SCHEDULE II** and on the Closing Date after the Closing will be as set out in Part B of **SCHEDULE II**.

2.4 The Sellers and the Lead Founder shall not sell, dispose, gift, transfer any interest in or create an Encumbrance on the Equity Shares nor shall the Sellers and the Lead Founder solicit or enter into any discussions or negotiations with any Person (other than the Purchaser) relating to the sale and/or other disposal of and/or creation of any Encumbrance over any or all of the Equity Shares or any other transaction having a similar effect. The Company and the Lead Founder and the Sellers hereby agree and undertake that from the Execution Date to the Closing Date, none of them shall directly or indirectly speak or discuss, enter into agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent, conditional, oral, written, binding or otherwise) or solicit with any third party or cause their respective agents, representatives, and other persons acting on their behalf to solicit, negotiate, or accept any offers or enter into any agreements or arrangements for an investment transaction in relation to the Company, including a potential investment in or acquisition of Securities.

2.5 The Purchase Consideration shall be paid to the Sellers subject to any applicable deductions or withholding of Taxes. If the Purchaser has deducted any Taxes with respect to the Purchase Consideration, then the Purchaser shall make the payment of such Taxes withheld to the relevant Tax Authority within 7 (seven) Business Days of the Closing Date and provide a certificate and proof of such payment to the relevant Sellers Other than any Taxes withheld in accordance with this Clause 2.5, all Taxes required to be paid by the Sellers under Applicable Law relating to the sale of the Purchase Shares by the Sellers to the Purchaser and the transactions contemplated herein, shall be the sole liability and responsibility of the Sellers.

2.6 Notwithstanding anything to the contrary contained in this Agreement, however subject to the provisions of this Clause, the Purchaser shall not, merely by virtue of execution of this Agreement or the consummation of the transactions contemplated herein, be or become liable for any past and present or future obligations or liabilities of the Sellers with respect to or arising out of its ownership of the Purchase Shares. Notwithstanding anything to the contrary provided under this Agreement, the issuance of Subscription Shares to the Purchaser and completion of the transfer of the Purchase Shares by the Sellers to the Purchaser shall happen simultaneously.

## 3. CONDITIONS PRECEDENT

3.1. Conditions Precedent to Closing: The obligation of the Purchaser to subscribe to the Subscription Shares and purchase the Respective Purchase Shares shall be subject to the Company and the Lead Founder and/or the respective Sellers, as applicable, having fulfilled the conditions specified below ("**Conditions Precedent**") satisfactory to the Purchaser, provided that the Purchaser may waive or defer compliance (in whole or in part) of any of the Conditions Precedent in writing:

3.1.1 the authorized share capital of the Company shall have been increased to permit the issuance of the Subscription Shares, and the consequential amendments to the Charter Documents of the Company having been made.

3.1.2 the Company shall have issued the private placement cum offer letter to the Purchaser in relation to the Subscription Shares;

3.1.3 the Company shall have made the requisite filings with the RoC and other relevant authorities in relation to the transactions contemplated herein, including but not limited filing of form SH-7 and MGT-14 with the RoC;

3.1.4 each of the Sellers shall have provided to the Purchaser, a draft of a status report (in a form agreed by the Purchaser) to be delivered by such Seller to the Purchaser at Closing, from any Accounting Firm, confirming that: (i) the relevant Seller has not received any notices or any orders from the Tax Authorities; (ii) there are no Tax proceedings or outstanding demands as referred to in Section 281 of the IT Act against the Sellers; and (iii) the residential status of such Seller in terms of the IT Act ("**Tax Status Report**") and such draft Tax Status Report shall be in a form and manner acceptable to the Purchaser;

3.1.5 each Seller shall have provided to the Purchaser, a certified true copy of its permanent account number obtained under the provisions of the IT Act;

3.1.6 (i) the share certificates as issued to the Sellers by the Company shall have been split in a manner which would ensure transfer of the Respective Purchase Shares to the Purchaser in the manner contemplated hereunder, and (ii) any resolutions required to be passed in accordance with the articles of association of the Company and Applicable Law in order to effect such split of share certificates shall have been passed;

3.1.7 the Sellers shall have provided the Company with the duly executed securities transfer forms (Form SH-4) for the transfer of the Respective Purchase Shares to the Purchaser;

3.1.8 the Sellers shall have provided to the Company, the duly stamped share certificates pertaining to the Respective Purchase Shares issued to such Sellers;

3.1.9 each of the conditions precedent under the Exiting Founder SPAs shall have been completed;

3.1.10 the Parties shall have agreed upon the form of the Articles for its adoption on the

Closing Date as the Company's Articles in substitution of the existing Articles ("**Restated Articles**");

3.1.11 the Purchaser and the Lead Founder shall have mutually agreed upon a business plan to be adopted by the Board;

3.1.12 there being no subsisting Material Adverse Effect;

3.1.13 all the Warranties shall be true accurate and not misleading as on the Execution Date and the Closing Date;

3.1.14 the Company and/or the Founders having materially complied with Clause 4.9 (*Interim Conduct*) of the Agreement;

3.1.15 there shall not have been any temporary restraining order, preliminary or permanent injunction, attachment or other order issued by any court of competent jurisdiction or other action issued, pending or threatened in writing of the Sellers, the Company and/or the Lead Founder which:

(a) prohibits, prevents, restrains, restricts, delays, makes illegal the consummation of any of the transactions contemplated under this Agreement; or

3.1.16 the Company shall have provided the Valuation Certificates to the Purchaser in a form satisfactory to the Purchaser and on a reliance basis;

3.1.17 the Employment Agreements to be executed by the Sellers and the Lead Founder, on the one hand and the Company, on the other, shall have been in an agreed form acceptable to the Purchaser;

3.1.18 the Company shall have furnished to the Purchaser, the evidence of payment of stamp duty on the share certificates issued since incorporation;

3.1.19 the Company shall have, and the Sellers and Lead Founder shall have caused the Company to (i) furnish the declarations provided under Companies (Acceptance of Deposits) Rules, 2014 at the time of obtaining the below mentioned loans from the Directors and their relatives ("Director Loans") to the Purchaser; (ii) file Form DPT-3 with respect to the Director Loans for the Financial Year 2021-22; and (iii) confirm if Seller 1 is a relative of any of the Directors (basis which we can confirm if the loan provided by him was a Deposit or not and confirm the further action to be taken by him with respect to the loan provided by Seller 1);

| Name | Amount (INR) | Relationship with the Company |
|---|---|---|
| Valiya Parambil Lijeeshkumar | 26,50,000 | Director |
| Valiya Parambath Praveen | 26,50,000 | Director |
| Shavad Kodambattil | 66,17,545 | Director |

| | | |
|---|---|---|
| Vineshkumar Karuvarathpoyil | 26,50,000 | Shareholder |
| **Total** | **1,45,67,545** | |

3.1.20 the Company shall have, and the Sellers and Lead Founder shall have caused the Company to furnish to the Purchaser, the copies of statutory registers required to be maintained in accordance with the Act;

3.1.21 the Company shall have provided information regarding Seller 1's interest in any entities other than the Company and Kodamabattil Shavad and Praveen Valiya Parambath shall have divested their interest in PSC Exams Today Private Limited and Xylem Minimart to the Lead Founder;

3.1.22 the Lead Founder shall have executed an assignment agreement with the Company, assigning all the rights, title and ownership of the trademark bearing number 4247384 in favor of the Company;

3.1.23 the Lead Founder shall have executed an assignment agreement with the Company, assigning all the rights, title and ownership in relation to the domain name 'www.xylemlearning.com' in favour of the Company;

3.1.24 the Company shall have the provided a confirmation as to the status of the following agreements to the Purchaser:

(a) application development agreement with Riafy Technologies Private Limited dated May 16, 2022;

(b) agreement with Learnyst Insight Private Limited dated November 01, 2020;

(c) order form executed with MarketXpander Services Private Limited (LeadSquared) for a period of November 16, 2022, till November 15, 2023;

(d) agreement /arrangement with International Business Solution for the use of program 'Tally'.

3.2. Satisfaction of the Conditions Precedent. Upon fulfilment of the Conditions Precedent (specified in Clause 3.1 above) to the satisfaction of the Purchaser (or waived in writing by the Purchaser), the Sellers, the Lead Founder and the Company shall promptly give a joint notice to the Purchaser, in writing, of the satisfaction of the Conditions Precedent, as provided for in Clause 3.1 ("**CP Confirmation**"). The CP Confirmation shall be accompanied with duly authenticated or certified copies of all the necessary documents evidencing such fulfilment to the satisfaction of the Purchaser. If any Seller, the Lead Founder and/or the Company becomes aware of any event or circumstance that will or may prevent any of the Conditions Precedent from being satisfied by the Long Stop Date, the Seller, the Lead Founder and/or the Company shall forthwith notify the Purchaser, in writing of the same. The Sellers, the Lead Founder and the Company shall use their best effort to ensure that the Conditions Precedent are fulfilled prior to the Long Stop Date. Within 5 (five) days of receipt of the CP Confirmation, (a) if the Purchaser is satisfied with the fulfilment of all the Conditions Precedent, the Purchaser shall deliver to the Company a certificate to this extent ("**CP Satisfaction**"), (b) however, if the Purchaser is not satisfied with the fulfilment of any of the Conditions Precedent, the Purchaser

shall deliver a written notice to the Company, identifying the Condition(s) Precedent which have not been fulfilled to its satisfaction, along with the reasons thereof. The Company and the Founders shall take such steps as may be necessary to ensure fulfilment of the relevant Condition(s) Precedent to the satisfaction of the Purchaser and thereafter issue a revised CP Confirmation to the Purchaser. Pursuant to the issuance of the revised CP Confirmation the aforementioned process in Clause 3.2 shall be followed again with respect to the relevant Condition(s) Precedent. It is further agreed that in the event the Purchaser fails to issue the CP Satisfaction within the timelines specified herein, it shall be deemed that the CP Confirmation has been accepted by the Purchaser.

## 4. CLOSING MECHANISM

4.1 Subject to the satisfaction of all the Conditions Precedent (and/or waiver thereof by the Purchaser in its sole discretion), the Closing shall take place on 2nd (second) Business Days from the date of issuance of the CP Satisfaction or at such date, time and place (not being later than the Long Stop Date) as may be agreed between the Company and the Purchaser ("**Closing Date**"). It is clarified that Closing under this Agreement and closing under the Exiting Founder SPAs shall occur simultaneously and in case the closing under the Exiting Founder SPAs does not occur for any reason whatsoever, the Purchaser shall not have any obligation to proceed with the Closing under this Agreement.

4.2 In the event the Closing does not take place on or prior to the Long Stop Date, then this Agreement shall automatically terminate without any further rights, claims or obligations of either Party.

4.3 Closing Actions

(i) The Sellers shall provide the duly executed Tax Status Report to the Purchaser (on a reliance basis), dated as of the Closing Date; and

(ii) On the Closing Date, the Purchaser shall remit the Respective Purchase Consideration to the Bank Account of the respective Sellers and the Subscription Amount in the Company Designated Account in accordance with Clause 2 above and submit executed copy of Part B of Form PAS-4 to the Company and the Purchaser shall provide to the Sellers and the Company, the UTR number or any other equivalent reference number with respect to irrevocable wiring instructions made by the Purchaser;

(iii) Immediately upon the remittance of the Respective Purchase Consideration and the Subscription Amount by the Purchaser, the Purchaser shall deliver to the Company with the duly stamped and executed securities transfer forms (Form SH-4) for the transfer of the Respective Purchase Shares to the Purchaser and the Company shall deliver to the Purchaser on the Closing Date (A) the duly executed and stamped share certificates in respect of the Subscription Shares in the name of the Purchaser and (B) the original share certificates for the Respective Purchase Shares endorsed in favour of the Purchaser, and convene the following meetings in the sequence mentioned hereinbelow:

(a) *Board Meeting*: The Company shall hold a meeting of its Board and at such meeting the Board shall pass the necessary resolutions to:

(i) acknowledge the receipt of the Subscription Amount and approve the allotment and issuance of the fully paid-up Subscription Shares in accordance with the terms of this Agreement;

(ii) approve and record the transfer of the Respective Purchase Shares to the Purchaser;

(iii) take on record the resignation received from Shavad Kodambattil and Praveen Valiya Parambath from the directorship of the Company effective from the Closing Date;

(iv) approve and recommend appointment of the Purchaser Directors (*as defined in the SHA*) on the Board subject to the Purchaser sharing the letter of consent to act issued by the Purchaser Directors and such Purchaser Directors submitting the requisite forms as required under the Applicable Law for director appointment ;

(v) approve entering the name of the Purchaser in the register of members of the Company (if such register is maintained by the Company) as the owner of the Purchase Shares and the Subscription Shares;

(vi) approve entering the names of the Purchaser Directors in the register of directors and key managerial personnel maintained by the Company;

(vii) adopt the Restated Articles and recommend the adoption of the Restated Articles, at a duly convened meeting of the Shareholders of the Company;

(viii) amend the mandates for operation of all bank accounts in the name of the Company in the manner recommended by and acceptable to the Purchaser;

(ix) revoke/amend the existing powers of attorney issued by the Company (or granted pursuant to board resolutions) to any Person to enable such Person to carry out various functions, to sign and execute various documents and/or represent the Company; and

(x) grant new power of attorney(ies) (through board resolutions) to such Person as may be specified by the Purchaser to enable such Person to carry out various functions, to sign and execute various documents or represent the Company, as the case may be.

(b) convene an extraordinary general meeting at shorter notice on the Closing Date to:

(i) approve and adopt the Restated Articles; and

(ii) approve the appointment of Purchaser Directors on the Board.

(c) the Employment Agreements shall have been executed by the Sellers and the Lead Founder, on the one hand and the Company, on the other hand;

(d) deliver to the Purchaser a certified copy of the updated register of members reflecting the entry of the Purchaser as member of the Company in respect of the Subscription Shares and Purchase Shares and a certified copy of the board and shareholders' resolutions referred to in 4.3.(iii) (a) and (b) above.

4.4 Within 15 (fifteen) days from the Closing Date, the Company shall file the following forms with the RoC: (a) Form PAS-3, in connection with the issue and allotment of the Subscription Shares; (b) e-form DIR-12, in connection with the appointment of the Purchaser Directors on the Board; (c) Form MGT-14, required to be filed in connection with the transaction contemplated herein and in each case, deliver to the Purchaser, copies (certified by the company secretary of the Company as being true, complete and accurate (to the extent relevant)) of the forms (along with all attachments) filed by the Company with the RoC.

4.5 Within 30 (Thirty) days from the Closing Date, the Company and the Sellers and Lead Founder shall:

(i) provide copies of duly signed minutes book with each meeting being serially numbered and each page being consecutively numbered to the Purchaser;

(ii) appoint a grievance officer and update its privacy policy to provide details of such appointed grievance officer in accordance with the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011;

(iii) implement a click-wrap mechanism which enables the Company to seek specific and express consents from its users for its privacy policy, so that the users have the option to either specifically and expressly provide or withhold consent in respect of the information shared by them;

(iv) amend the GST registration certificate obtained in respect of the registered office of the Company at 29/1049-A3, A4, A5 First Floor, Bridge View Building, Thondayad Bypass, Kozhikode, Kozhikode, Kerala, 673016 to include the other offices and hostels of the Company as 'additional places of business' in the state of Kerala in accordance with the CGST Act;

(v) (a) obtain registration under the Kerala Shops & Establishment Act, 1960 in respect of all offices and hostels run by the Company; and (b) do all acts and maintain registers in consonance with the Kerala Shops & Establishment Act, 1960 and the rules made thereunder;

(vi) obtain trade licence under the Kerala Municipality Act, 1994 in respect of all offices and premises used as hostels by the Company;

(vii) provide duly stamped copy of the rental agreement for the tuition centre located at Perambra to the Purchaser;

(viii) enter into a duly stamped fresh rental agreement for the hostels located at (a) Building No. Corporation No. 23/1605 B, 23/1605 B1, 23/1605 B2, 23/1605 B3, 23/1605 B4, 23/1605 B5, 23/1605 B6, 23/1605 B7, 23/1605 B8, 23/1605/B9, 23/1605/B10, 23/1605/B11, Kovur Village, Taluk Kozhikode, Corporation Kozhikode, Kozhikode, Kerala; (ii) Nellicode desom of Kozikhode Taluk Ground Floor, House Nos. 28/2454, 28/2455, 28/2456, 28/2457, First Floor House Nos. 28/2462, 28/2463, 28/2464, 28/2465, Third Floor House Nos. 28/2465A, 28/2465B, 28/2465C, 28/2465D, and provide copies of the such rent agreements to the Purchaser;

(ix) obtain the directors' and officers' liability insurance, with a coverage acceptable to the Purchaser.

4.6 Within 60 (sixty) days of the Closing Date, the Company shall:

(i) (a) submit notice of opening to the controlling authority under Form A as per Rule 3 of the Payment of Gratuity (Central) Rules, 1972, (b) submit exhibit Form 'U' as per Rule 20 of the Payment of Gratuity (Central) Rules, 1972, and (c) obtain actuarial certificate to ascertain its liability towards the payment of gratuity as per Accounting Standard 15;

(ii) (a) file annual returns in accordance with Rule 16 of Kerala Maternity Benefit Rules, 1964; and (b) submit exhibit Form 'K' as per the provisions of the Kerala Maternity Benefit Rules, 1964;

(iii) (a) submit statement in 'Form A' of contribution to the labour welfare fund by the Company, (b) in 'Form B' and 'Form C' in accordance with the provisions of Rule 21 of the Kerala Labour Welfare Fund Rules, 1977;

(iv) (a) display the information as per Section 19(b) of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("**POSH Act**") (b) file annual report as per Section 21 of the POSH Act, and (c) disclose in the Board's report the number of complaints received by the Company under the POSH Act;

(v) (a) file annual return in 'Form D' in accordance with Rule 5 of the Payment of Bonus Rules, 1975, (b) maintain registers in 'Form A', 'Form B' and 'Form C' in accordance with Rule 4 of the Payment of Bonus Rules, 1975;

(vi) (a) file annual return in 'Form III' in accordance with Rule 21(4)(iii) of the Kerala Minimum Wages Rules, 1958, and (b) maintain registers in 'Form XI' and 'Form VI' in accordance with Rule 29 of the Kerala Minimum Wages Rules, 1958;

(vii) (a) file annual return in 'Form IV' in accordance with Rule 18 of the Kerala Payment of Wages (General) Rules, 1958, and (b) maintain registers in 'Form I' and 'Form II' in accordance with Rules 3 and 4 of the Kerala Payment of Wages (General) Rules, 1958;

(viii) adopt an equal opportunity policy as per the provisions of Transgender Persons (Protection of Rights) Act, 2019 and the Rights of Persons with Disabilities Act, 2016;

(ix) duly sign and affix the seal in the following policies adopted by the Company:

(a) Domestic Travel Policy;
(b) Leave Policy;
(c) Employee Separation Policy;
(d) Grievance Redressal Policy;
(e) Onboarding and Induction Policy;
(f) Work Time and Attendance Policy;
(g) Employee Code of Conduct Policy;
(h) Compensation and Grading Policy;
(i) Learning and Development Policy;
(j) Mobile SIM Card and Computer Policy;
(k) Performance Management Policy; and
(l) Recruitment and Selection Policy

(x) engage a labour law consultant to conduct a detailed labour audit on the status of the compliances under each of the applicable employment legislations and undertake corrective actions (including maintenance of records and registers, filing of returns, payment of contributions) on the basis of the recommendation/ report of the labour law expert;

(xi) provide translated duly stamped copies of the lease agreements to the Purchaser in relation to the hostels located at the below mentioned premises and in case any of the lease agreements for the hostels has expired, the Company shall execute duly stamped fresh lease agreements for such hostels and furnish copy of the same to the Purchaser:

(a) Nellikode, Calicut named Nile;
(b) East Hill, Calicut named Omega;
(c) NIT, Calicut named Nile;
(d) Woodland Kallai;
(e) Queens;
(f) Mission Hostel;
(g) Narmada Kottooli;
(h) Kanha Villa;
(i) Laminaria;
(j) Lavender;
(k) Lily Puthukod;
(l) Hawana;
(m) Flamingo Katangal;
(n) Danube 1 (Basheer);
(o) Butterfly, Kaloor Road;
(p) Catalyst; and
(q) Aligator.

(xii) provide translated copy for the following rent agreements to the Purchaser: (a) kitchen located at Poovattuparamb, Kozhikode, Kerala-673008, (b) tuition centre located at located at Xylem tuition centre, Sharara Avenue, Market Road, Near Mahe Ceramics, Koyilandy-673305;

(xiii) provide duly stamped copy of the agreement to the Purchaser for the office located at Building No. 2/94 A, 2/94B, 2/94 C, 2/94 D, 2/94 E, 2/94F, Kozikode Taluk, Perumanna Village, Puthoor desom, Kozhikode – 673019;

(xiv) provide duly stamped rental agreement for the hostels set out in **Schedule VI**;

(xv) provide the written terms or documents in respect of the vehicle loans availed or paid by the Company;

(xvi) terminate the agreement with Learnyst Insight Private Limited and Riafy Technologies Private Limited;

(xvii) obtain the tutorial license for Kozhikode, Koliyandy, Trivandrum and Thrissur tuition centers from the relevant authorities;

(xviii) provide/ enter into written agreement with respect to payment of rental fee for the 'Xylem Learning App'';

(xix) provide bifurcation of the advances made by the Company to Xylem Mini Mart and PSC Exams Today Private Limited along with the nature/ details of the arrangement with these entities and any written terms, if available;

(xx) provide the written agreement/ documents with respect to advance provided by the Company to vendors and third parties (Farm Garden E-Commerce, and Solus Ad Solutions).

4.7 Within 60 (sixty) days of the Closing Date, the Sellers and Lead Founder shall have divested their interest and removed themselves from any role in PSC Exams Today Private Limited and

Xylem Minimart and any income derived from such aforementioned entities shall be transferred to the Company.

4.8 The Company shall and the Sellers and the Lead Founder shall cause the Company to provide regular status update of the process of registration of the trademarks in the name of the Company to the Purchaser and shall undertake best efforts to get the same registered with the relevant trademark authorities of India within 90 (ninety) days from the Closing Date.

4.9 Within 60 (sixty) days of the Closing Date, the Lead Founder shall execute an assignment agreement with the Company, assigning all the rights, title and ownership of the You Tube channels, annexed hereto under **Schedule V**, operated for the Business ("**You Tube Channels**") in favor of the Company and the Sellers and the Lead Founder shall ensure that all the proceeds generated from the monetised You Tube Channels shall be deposited in the name of the Company during the period between Closing Date and date of assignment.

4.10 The Company shall enter into new appointment letters with its employees as and when the same are to be renewed, and duly sign, stamp, and execute such appointment letters and deliver copies of the same to the Purchaser.

4.11 The Company shall enter into new service agreements with the following individuals as and when the same are to be renewed, and duly sign, stamp, and execute such service agreements and deliver copies of the same to the Purchaser:

(i) Dinesh T Sreedharan, engaged as chemistry faculty/centre head department;

(ii) Praveen Jayaprakash, engaged as faculty in the physics department;

(iii) Rani Sangeetha K K, engaged as faculty in the botany department; and

(iv) Shinto P Alex, engaged as faculty in the chemistry department.

4.12 The Company shall, and the Sellers and the Lead Funder shall cause the Company to, create a provision for doubtful debts in the financial statements prior to the next audit of the financial statements of the Company.

4.13 The Parties agree that the receipt of the Subscription Amount by the Company in the manner set out in this Agreement shall constitute full and final payment by the Purchaser for subscription to the Subscription Shares and entitle the Purchaser to fully paid-up Subscription Shares, free of all Encumbrances. The Sellers hereby declare and confirm that the payment of the Respective Purchase Consideration by the Purchaser and the receipt of the Respective Purchaser Consideration by each of the Sellers shall constitute full and final discharge of the Purchaser's obligation towards the purchase of the Respective Purchase Shares under this Agreement and other covenants undertaken by the Sellers under the Transaction Documents and entitle the Purchaser to fully paid-up Purchase Shares, free of all Encumbrances.

4.14 **Waiver of Pre-emptive Rights**. The Sellers and Lead Founder hereby agree to the allotment and issuance of the Subscription Shares and sale and purchase of the Purchase Shares on the terms and conditions set out in the Agreement and waive any and all pre-emptive rights that they may have with respect to the issue and allotment of the Subscription Shares and sale and purchase of the Purchase Shares, whether conferred by the Charter Documents, by contract or

otherwise.

4.15 **Non-occurrence of the Closing**. The Parties agree that notwithstanding anything contained in this Agreement, in the event that the Closing does not occur in the manner and time envisaged in this Agreement within 5 (five) days after remittance of the Subscription Amount and/or the Purchase Consideration by the Purchaser, then the Company shall forthwith refund the Subscription Amount to the Purchaser and the Sellers shall forthwith refund the Purchase Consideration to the Purchaser within 7 (seven) Business Days thereof. Upon such refund of the Subscription Amount and the Purchase Consideration, this Agreement shall automatically terminate, and the Purchaser shall have no obligation to proceed further and shall be relieved and discharged from all liabilities under this Agreement and the Transaction Documents. The Lead Founder, the Sellers and the Company agree and undertake to execute such documents and take such actions as may be necessary to refund the Subscription Amount and the Purchase Consideration in its entirety to the Purchaser upon the non-occurrence of Closing in accordance with this Clause 4.13 (*Non-Occurrence of Closing*).

4.16 **Entire Action**

4.16.1 The accomplishment of all the activities and actions set out under Clause 4.3 above shall be deemed to have occurred simultaneously.

4.16.2 The Parties agree that if all of the actions provided for in Clause 4.3 above have taken place on different dates, the Closing shall be deemed to have taken place on the day on which the last of such actions has taken place.

4.17 **INTERIM CONDUCT**

(a) From the Execution Date until the earlier of the Closing Date or the termination of this Agreement ("**Interim Period**"), the Company, the Lead Founder and the Sellers shall cause the Company to carry on its Business in compliance with the Applicable Laws and in the ordinary course of business. Without prejudice to the foregoing and except as contemplated in this Agreement, the Parties agree that during the Interim Period, without the prior written consent of the Investor, which shall not be unreasonably withheld, conditioned or delayed, the Company, the Sellers and the Lead Founder:

(i) shall provide to the Purchaser and its officers, agents, advisors, consultants and other representatives reasonable access to: (a) all of the properties, books, contracts, commitments and records of the Company and its Subsidiaries for the purpose of diligence; and (b) all other information concerning the Business, properties and personnel of the Company and its Subsidiaries, in each case, as the Purchaser may reasonably request;

(ii) shall not pass any resolution of the Shareholders or Board of the Company which is inconsistent with the transactions contemplated under this Agreement;

(iii) shall not undertake any action which may result into a breach of the Warranties at the time of Closing;

(iv) shall not suffer or permit any change in the management or constitution of the Board;

(v) shall not commit any breach of Clause 2.4;

(vi) shall not take any decisions or actions (whether in any meeting of the Board, meeting of a committee of Directors, general meeting, through any resolutions by circulation or otherwise) in relation to any of the Reserved Matters as set out in the SHA.

(b) If during the Interim Period, the Company or the Lead Founder or the Sellers become aware:

(i) that either the Lead Founder, the Company and/or the relevant Seller is involved in pending litigation;

(ii) of an event or occurrence that has given rise to Material Adverse Effect; or

(iii) that there has been a breach of any of the Warranties, or covenants, or obligations of the Lead Founder, the Company and/or the Sellers set forth in this Agreement;

then, the Company, the Lead Founder and/or the relevant Seller shall notify the Purchaser of such event in writing within 5 (five) Business Days of becoming aware of such event, and in any case before the Closing and shall provide all information in its possession in relation to such event. If any of the events stated above cannot be remedied by the Lead Founder, the Company or the relevant Seller on or before the Long Stop Date to the satisfaction of the Purchaser, acting reasonably, the Purchaser may in its sole discretion terminate this Agreement by providing a written notice to the other Parties and upon issuance of any such written notice, this Agreement shall terminate. In the event of such termination of this Agreement, the Parties shall be relieved and discharged from all liabilities, obligations or claims hereunder.

(c) In the event the Purchaser becomes aware that (i) it is involved in a pending litigation that may affect the consummation of transactions contemplated under this Agreement, or (ii) there has been a breach of any of the warranties of Purchaser set forth in Clause 5.1 of this Agreement, it shall notify the Company of the same to the Sellers and the Lead Founder of such event in writing within 5 (five) Business Days of becoming aware of such event, and in any case before the Closing and shall provide all information in its possession in relation to such event. If any of the events stated above cannot be remedied by the Investor on or before the Long Stop Date to the satisfaction of the Sellers and Lead Founder, acting reasonably, the Sellers and Lead Founder may in their sole discretion terminate this Agreement by providing a written notice to the other Parties and upon issuance of any such written notice, this Agreement shall terminate. In the event of such termination of this Agreement, the Parties shall be relieved and discharged from all liabilities, obligations or claims hereunder.

## 5. REPRESENTATIONS AND WARRANTIES AND COVENANTS

5.1 Each Party hereby severally (and not jointly) represents, warrants and undertakes to the other Parties in respect of itself that:

5.1.1 it/he has the power, authority and capacity to enter into and perform and comply with its/his obligations under this Agreement (whether by contract or otherwise);

5.1.2 all actions, conditions and things required to be taken, fulfilled and done by it/him (including obtaining of any necessary consents, waivers and approvals) in order to

enable it to comply with its obligations under this Agreement have been taken, fulfilled and done or will be taken, fulfilled and done prior to the Closing Date;

5.1.3 its/his entry into and/or performance of or compliance with its obligations under this Agreement do not result in a breach of (i) any Applicable Law to which it/he is subject, or (ii) any agreement or order, judgment or decree of any court, Governmental Authority to which it/he is a party, or which is binding on it/him or its/his assets; or (iii) its constitutional/ charter documents; and

5.1.4 the obligations under this Agreement are valid, binding and enforceable against it/him in accordance with the terms of this Agreement.

5.2 **Seller Warranties**. Each of the Sellers hereby severally (and not jointly) represent, warrant and undertake to the Purchaser the following, as on the Execution Date and the Closing Date with respect to their Respective Purchase Shares (collectively, "**Seller Warranties**"):

5.2.1 he is the legal, registered and beneficial owner of the Respective Purchase Shares, is recorded as member and beneficial owner of such Shares in the registers of members;

5.2.2 he owns the Respective Purchase Shares free and clear of any Encumbrances, and the delivery to the Purchaser of such Shares pursuant to the provisions of this Agreement will transfer to the Purchaser, good and marketable title thereto, free and clear of any Encumbrances;

5.2.3 there are no claims or proceedings before any court in progress or pending against or relating to him or any judgement, temporary restraining order, preliminary or permanent injunction, attachment or other order issued by any court of competent jurisdiction or other legal or regulatory prohibition or restriction or other action issued, pending or threatened which could be expected to enjoin, restrict, prohibit, or make unlawful, illegal the sale of the Purchase Shares or prevent him from fulfilling the obligations as set out in this Agreement;

5.2.4 he is not insolvent within the meaning of applicable law or unable to pay his debts under the applicable insolvency laws and there are no proceedings existing, nor a written notice has been received, in relation to any bankruptcy or other insolvency proceedings concerning him;

5.2.5 there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over the Respective Purchase Shares;

5.2.6 he has not committed or omitted any act, deed, matter or thing whereby the Respective Purchase Shares held by him can be forfeited, extinguished or rendered void or voidable;

5.2.7 there are no proceedings, notices, claims, or outstanding, statutory or other liabilities and demands relating to Taxes pending against him by a Tax Authority that could affect the transfer or title of the Respective Purchase Shares for the Purchaser under

Section 281 of the IT Act or Central Goods and Service Tax Act, 2017.

5.2.8 the Respective Purchase Shares are "capital assets" as defined under Section 2(14) of the IT Act, which such Seller has been holding from the date of acquisitions as "investments" and not as "stock-in-trade";

5.2.9 the gains accruing to him on sale of Respective Purchase Shares shall qualify as capital gains in its hands;

5.2.10 he is an Indian resident for the purposes of the Foreign Exchange Management Act, 1999 and the regulations made thereunder, and is a tax resident of India for the purposes of the IT Act and Applicable Laws and shall continue to remain a resident for financial year in which the Closing occurs;

5.2.11 the Purchaser is not required to withhold any taxes under Applicable Law (other than as required under section 194Q of the Income Tax Act, 1961) in connection with the Transfer of the Respective Purchase Shares and the payment of the Respective Purchase Consideration;

5.2.12 all the rights attached to the Respective Purchase Shares are exclusively vested in him from the date of acquisition of such Shares;

5.2.13 the proceeds from the sale of Purchase Shares shall be received by him on his own account as legal and beneficial owner of such Shares;

5.2.14 all information and understanding listed in the Tax Status Report, as being provided by him to a Reputed Accounting Firm, is true, complete and accurate;

5.2.15 he has obtained or shall obtain prior to Closing all necessary approvals, waivers and consents required for the sale of the Respective Purchase Shares pursuant to this Agreement under Applicable Law, the Articles and any other contract (including under any shareholders' agreement);

5.2.16 there is no agreement (oral or written), arrangement, or understanding to which he is a party between the shareholders of the Company, or some of them, which governs their relationship, vis-à-vis each other as shareholders of the Company, or the management of the Company;

5.2.17 all income-tax returns required to be filed, have been filed by Seller in accordance with the provisions of the Income Tax Act, 1961; and

5.2.18 he has acquired the Respective Purchase Shares and continues to hold them in accordance with all Applicable Laws and the Articles and the Respective Purchase Shares have been duly authorised, validly issued and fully paid.

5.3 **Company Warranties.** The Company, the Lead Founder and the Sellers severally represent and warrant to the Purchaser that subject to the Disclosure Letter, each of the Company Warranties is true, complete and accurate and not misleading in all respects and not misleading at the Execution Date, and on the Closing Date.

5.4 Each of the Sellers shall file Tax returns in India for the financial year in which the Closing takes place within the due date prescribed under the IT Act for filing of such return. It is hereby clarified and agreed by the Sellers that they shall disclose capital gains in the Tax return that will be filed with the Tax Authority.

5.5 The representations, warranties and undertakings given by any Party under this Clause 5 shall each be separate and independent. The representations, warranties and undertakings given by any Party under the Clause 5.1, Clause 5.2 and Clause 5.3 shall remain true and correct and not misleading as of the Execution Date and the Closing Date (as the case may be) and each other Party shall have a separate claim and right of action in respect of every breach of each such representation, warranty or undertaking. The representations, warranties and undertakings given by any Party under this Clause 5 shall remain true, correct and not misleading as of the Execution Date and the Closing Date and each other Party shall have a separate claim and right of action in respect of every breach of each such representation, warranty or undertaking.

5.6 The representations, warranties and undertakings given by any Party under this Clause shall not be qualified by any actual or constructive knowledge of any of the other Parties or any of their agents, representatives, officers, employees or advisers, except to the extent set out in the Disclosure Letter.

5.7 In the event that the updated Disclosure Letter is not in a form and substance acceptable to the Purchaser acting reasonably, then at least 1 (one) day prior to the Closing Date, the Purchaser will issue a notice to the Company, the Lead Founder rejecting the updated Disclosure Letter ("**Updated Disclosure Letter Rejection Notice**"). If the updated Disclosure Letter Rejection Notice is provided by the Purchaser, the Parties shall enter into good faith discussions to address the treatment of such disclosures in a mutually acceptable manner, including if mutually agreed, by provision of any specific indemnity for the same.

**5A Release and Waiver**

5A.1 Effective as of the Closing Date, each of the Lead Founder and Sellers, on his own behalf and on behalf of his past, present and future Affiliates, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns claiming by or through the Lead Founder or Sellers, hereby absolutely, unconditionally and irrevocably releases and forever discharges the Company and its respective past, present and future directors, managers, members, shareholders, officers, employees, agents, Affiliates, attorneys, representatives, successors and assigns (the "**Released Parties**"), from any and all claims, actions, causes of action, suits, arbitrations, proceedings, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, fees, expenses, judgments, executions, indemnification rights, claims and demands arising out, relating to, or in any way connected with, or in respect of:

(a) the Lead Founder's and respective Sellers' investment and shareholding in the Company; and/or

(b) any and all agreements, liabilities or obligations entered into or incurred on or prior to the Closing Date; and/or

(c) any event occurring or circumstances existing on or prior to Closing Date.

5A.2 On and from the Closing Date, except for any claim in relation to breach of the Transaction Documents and fraud in relation to the affairs of the Company prior to Closing, the Company waives any claim it may have against any of the Sellers and the Lead Founder for any breach of contract or the charter documents in relation to the operations or management of the Company prior to the Closing Date.

**6. INDEMNITY**

6.1 Following the occurrence of Closing, the Lead Founder and each of the Sellers ("**Company Indemnifying Party**") shall severally, indemnify and defend and hold harmless, the Purchaser and its assigns, officers, directors, and employees (collectively "**Indemnified Parties**" and individually "**Indemnified Party**") against any and all direct losses, liabilities, judgments, fees (including reasonable attorneys' fees and any expenses incurred), demands, costs, expenses, taxes, interest and penalties, excluding any special, punitive, consequential, indirect or remote losses or any loss of revenue, use, production or profits ("**Loss**" or "**Losses**") that are suffered or incurred by any Indemnified Party arising out of, or in connection with:

(a) any breach, misrepresentation or inaccuracy of Company Warranties;

(b) the list of specific indemnity items listed under **Schedule IV** ("**Specific Indemnity Events**").

(collectively, referred to as the "**Company Indemnity Events**" and individually as a "**Company Indemnity Event**".)

6.2 Each of the Sellers and the Lead Founder ("**Seller Indemnifying Party**") shall severally, indemnify and defend and hold harmless, the Indemnified Parties against any Loss that are suffered or incurred by any Indemnified Party arising out of, or in connection with:

(a) any breach, misrepresentation or inaccuracy of Seller Warranties given by such Seller Indemnifying Party; and/or

(b) fraud, gross negligence or wilful misconduct of such Seller Indemnifying Party.

(collectively referred to as the "**Seller Indemnity Events**" and individually as a "**Seller Indemnity Event**".)

The Company Indemnity Event and the Seller Indemnity Event may be collectively referred to as the "**Indemnity Events**" and individually as an "**Indemnity Event**" as the context may so require.

The Company Indemnifying Party and/or the Seller Indemnifying Party may be referred to as the "**Indemnifying Part(ies)**", as the context may so require.

6.3 **Indemnification Procedure.**

6.3.1 If any Indemnified Party(ies) suffers or becomes aware that it is likely to suffer a Loss which is

indemnifiable by the relevant Indemnifying Party under Clause 6.1 and/or 6.2 above, then the Indemnified Party shall issue a written notice ("**Indemnification Notice**") to the Lead Founder and/or relevant Seller(s), describing in reasonable detail the Losses suffered by the Indemnified Party provided the failure of the Indemnified Party to notify a Claim shall not relieve the Lead Founder and such Seller of his obligation to indemnify the Purchaser under this Clause.

6.3.2 If the Indemnifying Party disputes the Indemnification Notice, then the Indemnifying Party shall, within 30 (thirty) days from the date of receipt of the Indemnification Notice, notify the Purchaser of the same by way of a written notice, provided the failure of the Indemnifying Party to dispute the Indemnification Notice shall not relieve the Lead Founder and such Seller of their right to dispute the Indemnification Notice under this Clause. If the aforesaid dispute is not resolved by mutual discussions, then such dispute shall be resolved by arbitration in accordance with Clause 9 (*Governing Law and Dispute Resolution*).

6.3.3 The Indemnifying Party shall make the indemnity payment to the Indemnified Party, in relation to an Indemnification Notice to the Indemnified Parties within 60 (sixty) days from the date of receipt of the Indemnification Notice by the Indemnifying Party, unless disputed in accordance with Clause 6.3.2 above.

6.4 **Third Party Claims**

6.4.1 If a claim is made against the Indemnified Party by any third party ("**Third Party Claim**") or if the Indemnified Party receives notice of any claim that in a Third Party Claim, and in respect of which the Indemnified Party is entitled to make a claim for indemnification on account of a Loss in accordance with the terms of this Agreement, against the Indemnifying Party, then the Indemnified Party shall notify the Indemnifying Party of such Third Party Claim in writing within 15 (Fifteen) days ("**Third Party Claim Notice**"). The Third Party Claim Notice shall describe in reasonable detail, including relevant documents and materials which the Indemnified Party may have received in this regard and specifying the amount claimed. Notwithstanding the foregoing, if the Third Party Claim Notice is not delivered within the abovementioned time period, the Indemnifying Party shall not be relieved of his indemnity obligations, except and only to the extent the Losses are increased due to such delay.

6.4.2 Upon receipt of the Third Party Claim Notice, the Indemnifying Party shall be entitled to assume defence of such Third Party Claim, provided (a) he notifies the Indemnified Party within 15 (fifteen) days of the receipt of the Third Party Claim Notice, that he would assume defence of the Third Party Claim and such notice also confirms that he shall keep the Indemnified Party(ies) fully informed of matters pertaining to such actions and consult the Indemnified Party(ies) in good faith with respect to the conduct of such defence and shall keep the Indemnified Parties fully indemnified and harmless in relation to any outcome of such defense and any liability arising therefrom.

6.4.3 The Indemnified Party shall give to the Indemnifying Party all such assistance and information as the Indemnifying Party may reasonably require in avoiding, disputing, resisting, settling, compromising, defending or appealing any such Third Party Claim. Provided however, the Indemnifying Party shall not be entitled to assume the defence of any Third Party Claim if such Third Party Claim: (a) pertains to any matter which is subject to criminal liability or proceedings against the Indemnified Party, or (b) seeks an injunction or equitable relief against any Indemnified Party. The Third Party Claim shall be conducted by the Indemnifying Party

in good faith and diligently. Upon assuming the defence of the Third Party Claim as aforesaid, the Indemnifying Party shall be entitled take such action, at its own cost and expense with respect to such Third Party Claim, in a diligent manner; provided that the Indemnified Party shall have the right to appoint its counsel at its own cost. Notwithstanding the foregoing, it is agreed that the Indemnifying Party shall not consent to entry of any judgment or enter into any settlement without the prior written approval of the Investor, which shall not be unreasonably withheld, conditioned or delayed, other than the following situations where no prior approval of the Investor would be required if (i) such settlement results in a monetary implication which shall be fully paid by the Indemnified Party, or (ii) the terms of the judgment or proposed compromise or settlement includes giving to the Indemnified Party of a full, complete and unconditional release from all liability or obligations in respect of such Third Party Claim, or (iii) there is no finding or admission of any violation by the Indemnified Party, and correspondingly there is no condition or obligation imposed on the Indemnified Party, other than reasonably required to give effect to such settlement or consent.

6.5 In relation to any Third Party Claim, if (i) the Indemnifying Party does not assume defense of such Third Party Claim within a period of 15 (Fifteen) days from the date of receipt of the Third Party Claim Notice or such shorter period as may be provided in such notice, or assumes but later abandons the defense of the Third Party Claim or does not inform the Indemnified Party of his choice regarding whether or not he wishes to assume control of the Third Party Claim, or (ii) such Third Party Claim is one which satisfies the conditions mentioned in para (b) above where the Indemnifying Party is not entitled to assume defence; the Indemnified Parties may take such action (including legal proceedings, settlement and appointing independent legal counsel, at their own cost) as they deem necessary and the Indemnifying Party shall provide all information and support as may be requested by the Indemnified Party.

6.6 **Tax Gross Up.** If the Indemnifying Party makes any indemnity payment to the Indemnified Party pursuant to this Clause 6, the same shall be grossed up to take into account 50% of the applicable Taxes to be withheld by the Indemnifying Party while making the payment of the indemnity amount.

6.7 **Liability Cap**

6.7.1 Notwithstanding anything to the contrary contained hereunder but save and except for fraud and/or breach of Company Fundamental Warranties, the indemnification cap for the Purchaser with respect to breach of Warranties shall be limited to aggregate of the Subscription Amount and Purchase Consideration.

6.7.2 The liability of the Sellers and the Lead Founder in respect of each Loss arising out of breach of Company Warranties will be proportionate to their inter-se shareholding percentage in the Company as of the Execution Date (i.e., if the Loss is of INR 100, then Lead Founder shall be liable for INR 50 and each of the Seller shall be liable for INR 25 each) and the aggregate liability of the Sellers and the Lead Founder in respect of any or all breaches of the Company Warranties shall be limited to 70% of the Purchase Consideration, save and except in case of fraud and/or breach of Company Fundamental Warranties. It is hereby clarified and agreed that in respect of any breach of Company Warranties, the Purchaser shall be entitled to claim indemnity from any one or more of the Sellers and the Lead Founder to the extent of their respective proportion as aforesaid, and shall not be required to claim indemnity from each of the Sellers and the Lead Founder simultaneously.

6.7.3 The liability of each of the Sellers for breach of Seller Warranties shall be limited to the Respective Purchase Consideration received by such Seller, save and except for any fraud committed by him. The Parties agree and acknowledge that each of the Sellers and Lead Founder shall repeat the Seller Warranties (with respect to Balance Shares) on the date of transfer of Balance Shares and the liability of each of the Sellers and Lead Founder for breach of such Seller Warranties shall be limited to the Purchase Consideration received by such Seller and Lead Founder, save and except for any fraud committed by him.

6.7.4 Save and except in case of fraud, gross negligence, and wilful misconduct of the Sellers and for the breach of Company Fundamental Warranties and Seller Fundamental Warranties, the Sellers shall not be liable to the Indemnified Parties for any claim where the amount of Losses arising from such claim does not exceed INR 15,00,000 (Indian Rupees Fifteen Lakh only) (each such claim being referred to as "**De Minimis Amount**"). Further, the Sellers shall not be liable to indemnify the Indemnified Parties unless the aggregate amount of Losses, including Losses pertaining to De Minimis Amount, exceeds INR 1,50,00,000/- (Indian Rupees One Crore Fifty Lakhs only) ("**Basket Threshold**"). Once the Basket Threshold is satisfied, the Sellers shall be liable for all Losses, including Losses pertaining to De Minimis Amount.

6.8 Notwithstanding anything to the contrary provided in the Transaction Documents, the Parties agree and acknowledge that the term 'Purchase Consideration' for the purpose of this Clause shall mean Respective Purchase Consideration (each for Seller 1 and Seller 2) plus the following amounts, as and when the same are paid to the relevant Seller and Lead Founder, (i) cash consideration and Swap Shares (as defined under the SHA) payable for purchase of Balance Shares in accordance with clause 9 of the SHA and (ii) earn out payments in the form of cash consideration and ESOPs of the Purchaser payable to the Lead Founder as per clause 8.6 of the SHA and the term Respective Purchase Consideration shall be construed accordingly. It is clarified that any and all payments to be made by the Indemnifying Party to the Indemnified Party under this Clause 6 shall be made in the same proportion of cash consideration and shares/ESOPs as received by the Sellers and/or the Lead Founder in accordance with this Agreement and the SHA. It is further clarified that subject to Clause 6.7.2 the indemnity liability for each of the Sellers and Lead Founder under this Clause 6 will be limited to receipt of the Respective Purchase Consideration by each of Seller1, Seller 2 and Lead Founder.

6.9 The Parties hereby further agree and acknowledge that the Sellers and/or Lead Founder shall not be entitled to claim any restitution from the Company in respect of any indemnification by them for the Losses suffered by the Indemnified Parties.

6.10 All Losses suffered by the Company, on account of any Indemnity Event shall be deemed to be Losses suffered by the Purchaser to the extent of its shareholding in the Company, and the Purchaser shall be entitled to seek indemnification for itself for such Losses. If the Purchaser seeks indemnification for itself for any Losses suffered by the Company, the following shall apply:

(a) The Purchaser's losses shall be deemed to be such percentage of the Losses suffered by the Company that corresponds to the percentage of the Purchaser's shareholding (on a Fully Diluted Basis) in the Company (such Losses hereinafter referred to as ("**Investment Losses**").

(b) The Company agrees that the Investment Losses are a fair and reasonable pre-estimate of the loss likely to be suffered by the Purchaser, and is not in the nature of a penalty.

6.11 The obligations of the respective Indemnifying Parties to indemnify the Indemnified Parties for Losses arising out of:

(a) Fraud, willful misconduct, gross negligence Specific Indemnity Event and breach or inaccuracy of the Company Fundamental Warranties and Seller Fundamental Warranties shall survive in perpetuity without any restriction as to time period whatsoever;

(b) Breach or inaccuracy of the Tax Warranties shall survive for 7 (seven) years from the Financial Year in which the Closing occurs; and

(c) Any other Company Indemnity Event or Seller Indemnity Event shall survive and be operative for a period of 3 (three) years from the Closing Date.

6.12 The Purchaser shall have the right to set off any claims, Losses or liability arising pursuant to either a Seller Indemnity Event or a Company Indemnity Event in a manner it deems fit in accordance with the Transaction Documents.

6.13 There shall be no duplication of payments to the Indemnified Parties for the same Loss arising out of the same cause of action and an Indemnified Party shall not be entitled to claim for any Loss under this Clause 6 for which it has already recovered in any manner.

6.14 The rights and remedies of the Indemnified Party in respect of any breach of any of the representations and warranties shall not be affected by any act or happening which otherwise might have affected such rights and remedies, or any knowledge by an Indemnified Party of any fact or circumstance, including any breach of a representation and warranty by an Indemnifying Party, except by a specific written waiver by the Indemnified Party.

6.15 The Indemnifying Parties shall not be liable for special, punitive, exemplary, incidental, consequential or indirect damages.

6.16 The right to indemnification under this Agreement shall be the sole monetary remedy available to the Indemnified Parties in respect of the Indemnity Events.Notwithstanding anything to the contrary under this Agreement, the rights of the Indemnified Parties under this Agreement shall be without prejudice and in addition to all non-monetary rights and reliefs that the Indemnified Parties may be entitled to under Applicable Law or contract in relation to the relevant indemnification event(s) (including, the right to seek specific performance, restitution and injunctive reliefs), all of which are preserved in entirety and remain unqualified.

## 7. TERMINATION

7.1 This Agreement shall terminate automatically and the transaction contemplated hereby abandoned, without further action by any Party, if the Conditions Precedent set forth in Clause 3.1 are not satisfied and/or the Closing has not taken place on or before the Long Stop Date.

7.2 On termination of this Agreement, the Parties shall not have any claim or rights of action against the other Parties, save and except as expressly set out herein.

7.3 This Agreement may also be terminated at any time on or prior to the Closing Date, by mutual consent of the Parties in writing.

7.4 Upon the termination of this Agreement in terms hereof, neither of the Parties shall have any claims against the other for costs, damages, compensation or otherwise. Notwithstanding anything contained herein above, the provisions of Clause 7 (*Termination*), Clause 9 (*Governing Law and Dispute Resolution*) and Clause 10 (*Miscellaneous*) shall survive the termination of this Agreement.

**8. USE OF THE SUBSCRIPTION AMOUNT**

The Subscription Amount is intended for and shall be utilized by the Company for the expansion of the Business. Any other use of the Subscription Amount shall only be carried out pursuant to the Purchaser's consent, provided that the Joining Bonus (*as defined under the relevant Employment Agreement*) payable to the Lead Founder shall be paid out of the Subscription Amount.

**9. GOVERNING LAW AND DISPUTE RESOLUTION**

9.1 This Agreement shall be governed by and construed in accordance with the laws of India without reference to its conflict of laws principles.

9.2 Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance, including the breach, termination or invalidity thereof ("**Dispute**"), shall, as far as it is possible, be settled amicably through good faith consultation between the Parties. The period for consultation shall be commenced by way of a written notice informing the relevant Parties that a Dispute has arisen ("**Dispute Notice**"). If the parties fail to reach a settlement on any Dispute after 30 (thirty) days of consultation (from the date of receipt of the Dispute Notice), such Dispute shall be referred to and finally resolved by arbitration under the arbitration rules of the Mumbai Centre of International Arbitration (or any other statutory amendment or re-enactment thereof) ("**MCIA Rules**") , which are deemed to be incorporated herein by reference., in the following manner:

9.2.1 The seat and venue of the arbitration shall be Bangalore, India.

9.2.2 The language of the arbitration shall be English.

9.2.3 The arbitration tribunal shall consist of a sole arbitrator, who shall be appointed with mutual consent of the disputing parties. In the event the arbitral tribunal is not constituted in the manner aforesaid within a period of 45 (forty-five) days from the date of the Dispute Notice, it shall be constituted in accordance with the MCIA Rules.

9.2.4 Any arbitral award shall be final and binding on the Parties.

9.2.5 Each Party shall bear its own costs and expenses incurred in connection with any dispute and/or arbitration.

9.2.6 Each Party shall cooperate in good faith to expedite (to the maximum extent

practicable) the conduct of any arbitral proceedings commenced under this Agreement.

9.2.7 Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause 9.

9.3 **Continuing Obligation**. Subject to the award of the arbitral tribunal, neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the arbitral tribunal, the pendency of a Dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

## 10. MISCELLANEOUS

10.1 **Notice**. Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or e-mail (save as otherwise provided herein) and shall be deemed to be duly given or made (i) when delivered (in the case of personal delivery), (ii) 10 (ten) days after being dispatched in the post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) or (iii) 3 (three) Business Days after being deposited with an internationally recognized overnight courier, freight prepaid, specifying two-day delivery, with written verification of receipt (in the case of a letter), or (iv) in case of e-mail, at the time of delivery if delivery prior to 7 p.m. and such day is a Business Day (otherwise on the succeeding Business Day); provided that a hard copy of such notice or communication is forthwith sent by registered post with postage pre-paid, in each case to such Party at his/ her / its address specified in Clause 10.1, or at such other address as such Party may hereafter specify for such purpose of service of notice herein.

The addresses and e-mail ids for the purpose of Clause 10.1 are as follows:

If to the **Seller 1**

| | | |
|---|---|---|
| Name | : | Vinesh Kumar Karuvarathpoyil |
| Address | : | Karuvarathpoyil, Moilothara, Maruthonkara, Vadakara, Kozhikode, Kerala-673513 |
| Tel | : | +91 9496342516 |
| Email | : | vinesh@xylemlearning.com |

If to the **Seller 2**

| | | |
|---|---|---|
| Name | : | Lijeeshkumar Valiyaparambil |
| Address | : | Flat No-5, Chothi Apartments, Edodi, Vadakara, Kerala-673101 |
| Tel | : | +91 7012289891 |
| Email | : | lk@xylemlearning.com |

If to the **Lead Founder**

| | | |
|---|---|---|
| Name | : | Ananthu Sasikumar |
| Address | : | Palikattu House, Punnamada Ward, Alappuzha, Aryad South(Part), Alappuzha, Kerala-688006 |
| Tel | : | +91 8943222179 |
| Email | : | ceo@xylemlearning.com |

If to the **Purchaser**:

| | | |
|---|---|---|
| Name | : | Physicswallah Private Limited |
| Address | : | A-13/5, Sector 62, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201309, India |
| Attention | : | Ms. Sonal Mundhra |
| Email | : | sonal@pw.live |

If to the **Company:**

| | | |
|---|---|---|
| Name | : | Xylem Learning Private Limited |
| Address | : | 29/1049- A3, A4,A5, First Floor Bridge View Building, Thondayad Bypass Kozhikode Kerala- 673016, India |
| Attention | : | Sachin K Thomas |
| Email | : | sachin@xylemlearning.com |

10.2 **Counterparts and Electronic Signatures**. This Agreement shall be executed in one or more counterparts, all of which shall constitute one and the same agreement and any Party may execute this Agreement by signing any one or more of such counterparts. Electronic transmission of an executed signature page of this Agreement by a Party in portable format (".pdf") shall constitute, and be sufficient evidence of, due execution of this Agreement by such Party. The Parties acknowledge and agree that this Agreement may be executed and delivered by electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal validity and enforceability as a manually executed signature, and the Parties hereby waive any objection to the contrary.

10.3 **No Partnership**. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself out as an agent for the other Parties, except with the prior written consent of the other Parties. The Parties expressly agree that they do not intend hereby to form a partnership, either general or limited, and/or joint venture, and/ or an association of Persons for the purposes of Tax matters under the laws of any jurisdiction.

10.4 **Costs**. Each Party shall bear its own costs and expenses in relation to or in connection with the preparation, negotiation, execution and completion of this Agreement. Any stamp duty applicable on the execution of this Agreement and in relation to share transfer shall be borne by the Purchaser.

10.5 **Confidentiality**. Each Party shall keep all information and other materials passing between it / him / her and the other Parties in relation to the transaction contemplated by this Agreement

(including all information concerning (i) the Sellers, the Lead Founder, the Purchaser and the Company and their business transactions and financial arrangements and (ii) any Disputes between the Parties including its existence, content or results of the Dispute or any arbitration conducted under this Agreement) (collectively "**Information**") confidential and shall not without the prior written consent of the other Parties, divulge the Information to any other person or use the Information. The restrictions in this Clause 10.5 shall not apply to the disclosure of Information: (a) with the prior written consent of the other Parties; (b) by a Party to its / his / her Affiliates, or to any of its / his / her or their respective representatives, directors, officers, employees or shareholders, provided that such Affiliates, representatives, directors, officers, employees and shareholders are advised of the confidential nature of such Information and agree to treat all such Information confidentially on terms no less restrictive than those set forth in this Clause 10.5 or are otherwise bound by a duty of confidentiality on terms no less restrictive than those set forth in this Clause 10.5; (c) to the extent that such Information is in the public domain other than due to a breach of this Agreement; (d) to the extent required by Applicable Law, judicial process or the rules and regulations of any stock or securities exchange; (e) to bona fide potential purchasers of interests in the Company or to their professional advisers or finance providers provided that such Persons need to know the Information for the purposes of considering, evaluating, advising on or furthering the potential purchase and are advised of the confidential nature of such Information and agree to treat all such Information confidentially on terms no less restrictive than those set forth in this Clause 10.5 or are otherwise bound by a duty of confidentiality on terms no less restrictive than those set forth in this Clause 10.5.

10.6 **Announcements and Non-use of Name**. No announcements or other disclosure concerning the transaction contemplated by this Agreement or any ancillary matter shall be made before the Closing by any Party, save as agreed by the Purchaser or where required by Applicable Law or any Governmental Authority. Without the prior written consent of the Purchaser, none of the parties shall use, publish, reproduce, or refer to the name of the Purchaser, their Affiliates and/or controlling Persons, or their trademark or logo in any discussion, documents or materials, including without limitation for marketing or other purposes.

10.7 **Assignments**. The Sellers, the Lead Founder and the Company shall not assign, transfer or Encumber any of their respective rights or obligations herein without prior written consent of the other Parties. The Purchaser may however assign its rights and obligations hereunder to (i) its Affiliate(s) or (ii) any third party along with the Transfer of securities held by the Purchaser.

10.8 **Entire Agreement**. This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with schedules and any amendments or modifications hereof) contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

10.9 **Severability**. Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

10.10 **Further Acts**. Each Party will without further consideration sign, execute and deliver any document and shall perform any act which may be necessary or desirable to give full effect to

this Agreement and the transaction contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Governmental Authority is required for any of the arrangements under this Agreement to be affected, each Party will use all reasonable endeavours to obtain such approval.

10.11 **Waiver**. Any waiver of any right or any term of this Agreement shall be specific to such right and term and in writing. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

10.12 **Independent Rights**. Each of the rights of the Parties under this Agreement is independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

10.13 **Amendment**. This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

## SCHEDULE I

**1. Seller 1**

| | |
|---|---|
| **Name of account holder** | Vinesh Kumar Karuvarathpoyil |
| **Account number** | 0078053000075555 |
| **Type of account** | Savings |
| **Bank** | South Indian Bank |
| **Branch** | THALASSERY |
| **IFSC** | SIBL000078 |

**2. Seller 2**

| | |
|---|---|
| **Name of account holder** | Lijeeshkumar Valiyaparambil |
| **Account number** | 0257053000030703 |
| **Type of account** | Savings |
| **Bank** | South Indian Bank |
| **Branch** | Chembanoda |
| **IFSC** | SIBL0000257 |

## SCHEDULE II

## PART A – SHAREHOLDING PATTERN OF THE COMPANY AS ON EXECUTION DATE ON A FULLY DILUTED BASIS

| S. No. | Name of Shareholders | Number of Shares held | Shareholding holding % on a Fully Diluted Basis |
|---|---|---|---|
| 1. | Ananthu Sasikumar | 2,000 | 33.33% |
| 2. | Vinesh Kumar Karuvarathpoyil | 1,000 | 16.67% |
| 3. | Lijeeshkumar Valiyaparambil | 1,000 | 16.67% |
| 4. | Shavad Kodambattil | 1,000 | 16.67% |
| 5. | Praveen Valiya Parambath | 1,000 | 16.67% |
| | **Total** | 6,000 | 100% |

## PART B – SHAREHOLDING PATTERN OF THE COMPANY ON THE CLOSING DATE ON A FULLY DILUTED BASIS

| S. No. | Name of Shareholders | Number of Shares held | Shareholding holding % on a Fully Diluted Basis |
|---|---|---|---|
| 1. | Ananthu Sasikumar | 2,000 | 26.43% |
| 2. | Vinesh Kumar Karuvarathpoyil | 500 | 6.61% |
| 3. | Lijeeshkumar Valiyaparambil | 500 | 6.61% |
| 4. | Physicswallah Private Limited | 4,567 | 60.35% |
| | **Total** | 7,567 | 100% |

## SCHEDULE III

## COMPANY WARRANTIES

Unless repugnant to the meaning or context in any of the statements below, a reference to the Company in this Schedule shall be deemed to include a reference to its Subsidiary (to the extent relevant).

**1. Existence, Ability and Other Matters**

1.1 The Company has been established and incorporated in accordance and compliance with all Applicable Laws, has the corporate power and authority to own and operate its assets and properties to carry on the Business as currently conducted and proposed to be conducted and the Company has obtained all necessary approvals, permissions, authorities and consents required under Applicable Laws. The Company carries on only such activities in which investment from persons resident outside India is permitted to the extent of 100% (One Hundred Percent) under the automatic route under Applicable Laws.

1.2 The Company has all requisite powers and applicable approvals from the Governmental Authorities, if any, required to lawfully carry on its Business as now conducted or proposed to be conducted and is duly qualified to do Business in the jurisdiction where it operates.

1.3 The Company, the Lead Founder and the Sellers have the legal right and full power and authority and have taken all necessary corporate actions to enter into and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement and all other documents relating hereto.

1.4 This Agreement, the Transaction Documents and any other document to be executed pursuant to or in connection with the Transaction Documents will, when executed, constitute legal, valid and binding obligations on the Company, the Lead Founder and/or the Sellers, enforceable in accordance with their respective terms.

**2. No Violation**

2.1 Neither the execution, delivery and performance of this Agreement by the Company, the Lead Founder and each of the Sellers, nor the performance of the transactions contemplated in the Agreement by each such Party, will: (i) constitute a breach or violation of the Charter Documents; (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to each such Party which (with or without the passage of time or the giving of notice) affords any Person the right to accelerate any indebtedness or terminate any right; (iii) constitute a default under or breach or result in any circumstances which would result in such default or breach, of any other contract to which each such Party is a party; or (iv) result in a violation of any Applicable Law, applicable to each such Party or its business or assets.

2.2 Each of the Founders are in continuous employment with solely the Company and none of the Founders have any management or governance rights or any other interest in any entity other than the Company.

**3. Shares and Shareholding Pattern**

3.1 The Shareholders whose names are provided in **SCHEDULE II** under the heading "*Shareholding Pattern of the Company on the Execution Date*" (i) are the legal , beneficial owners of all the Securities of the Company set out against their respective names therein under the heading "*Shareholding Pattern of the Company on the Execution Date*"; (ii) have the right to exercise all voting and other rights over and in respect of such Securities; and (iii) all such Securities have been properly, validly and legally issued, allotted or acquired and are each fully paid or credited as fully paid and have not created any Encumbrance over the Securities held by them.

3.2 The aggregate number of the subscribed and paid-up shares as set forth opposite the Company's Shareholders names in **SCHEDULE II** under the heading "*Shareholding Pattern of the Company on the Execution Date*" represents all of the subscribed, paid-up and outstanding shares and other Securities of the Company.

3.3 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or Transfer, repurchase, amortization or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in, the capital of the Company under any option, phantom stock option scheme, stock incentive scheme, agreement or other arrangement (including conversion rights and rights of pre-emption).

3.4 The Securities or other securities of the Company have not been and are not listed on any stock exchange or regulated market.

3.5 There are no outstanding convertible instruments and/or warrants and/or preference shares or agreements for the subscription or purchase from the Company of any Securities in the Share Capital or any securities convertible into or ultimately exchangeable or exercisable for any capital stock of the Company, including voting agreements which have been issued by the Company to any Person including the Shareholders as on the Execution Date which can be converted into Equity Shares.

3.6 The Company has not bought back, repaid or redeemed or agreed to buy back, repay or redeem any of the Securities or otherwise reduce or agree to reduce its authorised or issued share capital or purchased any of its own Securities or carried out any transaction having the effect of a share buy-back or reduction of Share Capital.

3.7 None of the Sellers has Transferred the Securities held by them in the Company in violation of the Act or the Articles.

3.8 Except for the Transaction Documents:

(a) There are no agreements, arrangements, options, warrants, calls or other rights relating to the issuance, sale or purchase of any Shares or securities of the Company;
(b) There are no preemptive rights, rights of first refusal or other similar rights relating to any Shares or securities of the Company;
(c) There are no voting trusts or other arrangements or understandings with respect to the voting of any Shares or securities of the Company that have been entered into;

(d) There are no pending claims or grounds on which the Company has or may have a claim against the Sellers or the Sellers may have any claim against the Company.

**4. Insolvency**

4.1 The Lead Founder, the Company and the Sellers are not in receivership or liquidation or insolvent and none of them have taken any steps to enter into liquidation, insolvency and no petition has been presented for the winding-up of the Lead Founder, the Company or the Sellers. The Lead Founder, the Company and Sellers have no reason to believe that there are circumstances in which a petition or application could be based for the winding-up/dissolution/administration/ insolvency of or appointment of a receiver in respect of the Lead Founder, the Company or the Sellers or any part of their assets or properties or undertakings. The Lead Founder and the Sellers are not subject to, and is not reasonably likely to become subject to, any insolvency proceedings under Applicable Laws.

4.2 Neither the Company nor any part of its assets or properties or undertakings is involved in or subject to any voluntary insolvency proceedings nor has it received any notice in relation to any insolvency proceedings.

4.3 The Company has not stopped or suspended payment of its debts and has not become unable to pay such debts or otherwise become insolvent in any relevant jurisdiction.

4.4 None of the following has occurred and is subsisting, or threatened in writing, in relation to any of the Lead Founder, the Sellers or the Company:

(i) appointment of a receiver, manager, administrator or similar officer to any of the assets and undertakings of any of the Lead Founder, the Sellers or the Company;

(ii) the Lead Founder, the Sellers or the Company becoming bankrupt or insolvent or making an arrangement with his/her / its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

4.5 No asset in which the Company has an interest in, or is currently acquiring an interest in, is liable to a claim of a trustee in bankruptcy or of a liquidator.

4.6 None of the Lead Founder or the Sellers has any outstanding claim in respect of any of the assets of the Company.

**5. No Litigation**

5.1 There is no civil, criminal or administrative action, written claim, investigation or other proceedings against the Lead Founder, the Company and/or the Sellers which has been taken or made or is pending or, threatened in writing, from any regulatory authority or third party against the Lead Founder, the Company and/or the Sellers which gives rise or, is likely to give rise to any liability against the Lead Founder, the Company and/or the Sellers under any Applicable Law. The Company has not received any written complaint, notice, or correspondence from any regulatory authority or third party, alleging any actual or potential breach of Applicable Laws which have not been responded to.

5.2 Neither the Company nor any Person, for whom it may be vicariously liable, is or has been engaged in any prosecution, litigation, arbitration proceedings or administrative or governmental investigation or challenge as plaintiff, defendant, and third party or in any other capacity. There are no such matters pending or threatened in respect of which verbal or written communication has been given or received by or against the Company. There are no facts or disputes which may or might give rise to any such matters.

5.3 There are no investigations pending or threatened in writing in respect of the Company by any Governmental Authority nor is there any order or direction of any court, tribunal, Governmental Authority made and currently in force against the Company.

5.4 The Company has not received any written notice from any Governmental Authority, that it is in violation of, or in default with respect to, any statute, regulation, order, decree or judgment of any Governmental Authorities, the Company is not in violation or default with respect to, any statute, regulation, order, decree or judgment of any Governmental Authorities which would lead to such notice being issued.

5.5 The Company has cleared all outstanding dues payable to any Governmental Authority as applicable and shall pay all dues attributable to the period up to the Closing Date in relation to the same.

**6. <u>Accuracy of Information</u>**

6.1 All the information contained in this Agreement is true, complete, accurate and not misleading. This Agreement does not contain:

(i) any untrue statement of a fact; or

(ii) omit to state a fact required to be stated herein.

6.2 All the information which has been given by or on behalf of the Lead Founder, the Company and/or the Sellers to the Purchaser (or to any director, representative, agent or adviser of the Purchaser) with respect to the Company is true and accurate in all respects and the Sellers are not aware of any circumstances which could adversely affect what is set forth herein. Where any Warranty or representation is qualified by the words "to the best knowledge of" or similar expressions, including references to "awareness", the same shall be deemed to be qualified by the words, "after due and careful inquiry made" and shall include knowledge of the key employees (including the Lead Founder and the Sellers) of the Company.

6.3 Neither the Company, the Lead Founder nor the Sellers are aware of any facts or circumstances relating to the affairs of the Company which have not been disclosed to the Purchaser, which if disclosed, might reasonably have been expected to influence the decision of the Purchaser to enter into the Transaction Documents.

**7. <u>Corporate Information and Structure</u>**

7.1 The copies of the Charter Documents of the Company delivered to the Purchaser and filed with

the relevant Registrar of Companies are true and complete copies, the Company has been carrying on its Business in accordance with the Charter Documents and the Company has complied with all the provisions of the same and, in particular, has not entered into any *ultra vires* transaction.

7.2 There have not been and there are no breaches by the Company of its constitutional or Charter Documents.

7.3 All the statutory books of the Company (i) are up-to-date in all respects and contain full and accurate records of the existing Shareholders (whether legal or beneficial owners) of the Company, of all resolutions passed by the Directors and the shareholders of the Company, all issuances and Transfers of shares or other securities of the Company, and all other requirements prescribed under Applicable Laws; (ii) are maintained in accordance with Applicable Laws on a proper and consistent basis; and (iii) contain complete and accurate records of all matters required to be dealt with in such books and records.

7.4 All registers, books and records referred to in Paragraph 7.3 above and all other documents (including documents of title and copies of all subsisting agreements to which the Company is a party) which are the property of the Company or ought to be in its possession are in the possession (or under the control) of the Company and no notice or allegation (in writing) that any of such books and records is incorrect or should be rectified has been received.

7.5 All accounts, documents and returns required by Applicable Laws to be delivered or made have been duly and correctly delivered or made on a timely basis.

7.6 The Company has made all necessary filings with the Registrar of Companies as required by Applicable Laws.

7.7 The Company has not given a power of attorney or any other authority (express, implied or ostensible) which is still outstanding or effective to any Person to enter into any contract or commitment or to do anything on its behalf, other than any authority to relevant employees to enter into routine contracts in the normal course of their duties and authorities to agents or trademark agents for routine prosecution or maintenance of such Intellectual Property of the Company as is registered.

7.8 The Company has not been involved in any corporate or group restructuring, including by way of merger, demerger or hive-down of assets, since its incorporation and no such restructuring is currently taking place or envisaged.

7.9 The Company is not a member of any partnership, joint venture, consortium, or other unincorporated association, body or undertaking in which it participates or is required to participate with any other Person in any business or investment.

7.10 The Company is not the holder or beneficial owner of any shares or other capital in any body corporate (wherever incorporated or not) and does not otherwise Control any Person, whether directly or indirectly, whether through the ownership of securities or through Control over composition of Board or by contract or proxy, or whether alone or in concert with others.

7.11 No consents, approvals, order or authorization of, or registration, qualification, designation, declaration or filing with, any person is required in connection with the execution, delivery and performance by the Company, the Lead Founder and the Sellers of the Transaction Documents.

7.12 No shareholders, voting or similar agreements exist in relation to the Equity Shares of the Company or any other securities (including but not limited to, the Securities) of the Company (which are presently outstanding or that may hereafter be issued).

7.13 There is no agreement (oral or written), arrangement, or understanding amongst the Lead Founder, any of the Sellers or other Shareholders that governs their relationship vis-à-vis each other as Shareholders of the Company, or the Business and Control and management of the Company.

7.14 Neither any of the Sellers nor the Lead Founder has any interest, direct or indirect, in any company or business which is or likely to be competitive with the Business of the Company.

**8. <u>Accounts and Records</u>**

8.1 The books of accounts and the Accounts of the Company have been (i) fully, accurately and properly maintained; and (ii) are in accordance with Indian GAAP and Applicable Laws as at the periods to which they pertain.

8.2 The books of accounts and Accounts truly and fairly present the financial position of the Business for the periods and as of the date to which it relates, based on the policies and practices adopted by the Company. The Company is not required to consolidate any other Person in the preparation of its financial statements under Indian GAAP or the Act.

8.3 The Company has adequate internal control systems and procedures commensurate with the size and nature of business for recording income, expenses, assets and liabilities.

8.4 Disclosure of and adequate provisions for bad and doubtful debts and all liabilities (whether actual, contingent or otherwise) and all financial commitments in existence in relation to the Business of the Company as on the relevant dates have been made in the books of accounts.

8.5 The books of accounts may include a liability or provision for liability for Tax including Taxes to be deducted at source by the Company under Applicable Laws if required by the auditors as a matter of accounting practice. Without prejudice to Tax being an excluded liability, such Tax liability reflected in the Accounts will be fully discharged by the Company.

8.6 Provisions have been made for all losses reasonably expected to arise from events which had occurred by the Accounts Date and the Execution Date, and the Closing Date as per the general accounting practice consistently followed by the Company.

8.7 Adequate provision is made for depreciation and amortization of assets for the period ended on the Accounts Date or the Execution Date or the Closing Date, as per the policy and practice disclosed in the Accounts.

8.8 All loans and deposits given by the Company and relating to the Business of the Company, are reflected in the Accounts of the Company for the periods and as of the date to which it relates and have not been repaid between the Execution Date and the Closing Date.

8.9 Matters since Accounts Date. As regards the Company, since the Accounts Date (i) there has been no change in its financial or operational position due to any Material Adverse Effect; (ii) the Business has been carried on as a going concern in the ordinary course of business; (iii) it has not issued or allotted or agreed to issue or allot any Share Capital or any other security giving rise to a right over its Share Capital other than as provided in this Agreement; (iv) it has not redeemed or purchased or agreed to redeem or purchase any of its Share Capital; (v) it has not incurred any additional borrowings or incurred any other indebtedness or increased any of its liabilities (contingent or otherwise) including off-balance sheet items such as those on account of leases or hire-purchases, or working capital limits on the Accounts Date other than in the ordinary course of business; (vi) there has not been any change or amendment to a contract; (vii) the Company has not sold or Transferred or created an Encumbrance on any of its assets, and (viii) there has been no declaration, setting aside or, save as provided for in the Accounts, payment of any dividend on, or the making of any other distribution in respect of, the Share Capital of the Company, or any direct or indirect redemption, purchase or reduction by the Company of its own securities.

8.10 The Accounts provide a true and fair view of the financial condition, assets, liabilities and state of affairs of the Company and of the profits or losses of the Company for the periods and as of the date to which it relates.

8.11 All debts shown in the Accounts of the Company have been/ will be paid in the amounts shown in the Accounts and all debts due to the Company appear to be good and recoverable in accordance with their terms in the ordinary course of business.

## 9. Financial Obligations

Debts:

9.1 Other than the borrowings disclosed in the Accounts, there are no other borrowings (including any outstanding obligations for the payment or repayment of money) or liabilities or obligations of any kind whatsoever, whether present or future, actual or contingent.

9.2 None of the financial facilities available to the Company, or loans or borrowings of the Company, has been due and payable and outstanding, other than in accordance with the terms of such financial facilities or loans or borrowings.

9.3 No liens or other security interests or any other agreement or arrangement having a similar effect over any present or future assets or revenues of the Company have been created or entered into by the Company.

9.4 Guarantees: There is no outstanding guarantee, indemnity, suretyship or security (whether or not legally binding) given by the Company, the Lead Founder and/or the Sellers; or for the benefit of the Company.

9.5 The Directors have not given any personal guarantees or indemnifications on behalf of the Company, and the Company has not provided any guarantees or indemnifications on behalf of any Director.

9.6 The Company is not a party to any foreign currency transaction other than:

(i) in the ordinary course of business and in compliance with Applicable Laws; and

(ii) consistent with its past Business practice.

9.7 All the indebtedness of the Company has been duly authorized by all necessary corporate actions and consents and the requisite filings/registrations in this regard have been duly complied with.

9.8 The Company has not provided or agreed to provide, any loan, credit, or financial assistance to any Person.

**10. <u>Taxation</u>**

10.1 All returns, computations, notices, deductions, withholdings and information which are or have been required to be made or given by the Company for any taxation purposes have been made on a proper and timely basis and are correct and none of them are the subject of any dispute with the Indian taxation authorities and all Taxes have been deducted and filings with respect to the same have been done and completed in accordance with Law. There are no liabilities of Taxes in respect of which a claim or notice (in writing) has been made against the Company.

10.2 All taxation liabilities of the Company, including, contingent and deferred liabilities, if any, as at the Closing Date are fully provided for in the Accounts.

10.3 The Company has paid all taxes, duties, charges and cess so mandated by the Applicable Laws in India and is in compliance with provisions of such applicable central and local laws, including but not limited to taxation laws, excise laws, service tax laws and customs laws.

10.4 The Company has withheld with respect to its employees and all other third parties, all applicable Taxes required to be withheld by Applicable Laws and have made payment of such Taxes to the appropriate authorities within the due dates thereof.

10.5 No relief (whether by way of deduction, reduction, set- off, exemption, postponement, repayment or allowance or otherwise) from, against or in respect of any taxation has been claimed and/or given to the Company which could or might be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of the transactions envisaged under the Transaction Documents.

10.6 Goods and service tax payable in relation to any contracts of the Company has been duly paid and input tax credit has been availed/ reversed (if any) in accordance with Applicable Law. There is no liability (whether outstanding or accrued or past or otherwise) for goods and service tax, which any service provider/ Governmental Authorities may claim or recover

from the Company for any period prior to Closing Date.

10.7 In the opinion of the Company, the tax positions taken by the Company, are in compliance with the Applicable laws.

10.8 There are no Encumbrances with respect to the Company that arose in connection with any failure (or alleged failure) to pay any Tax, which is presently or past due.

10.9 The Company has not and has never been a party to any Tax sharing agreement or Tax indemnity agreement and has not assumed the Tax liability of any other Person under contract.

10.10 The Company has kept and preserved all records and information as may be needed to enable it to deliver correct and complete returns to all relevant Governmental Authorities and for explaining or supporting the details of particulars set out in past Tax returns for all periods for which such returns and declarations are required.

10.11 The Company has no litigations for Taxes or outstanding claim for Taxes and no audit, investigation or other proceeding by a Governmental Authority is pending or being conducted with respect to any Taxes due from or with respect to Company or in relation to the filing of any Tax returns or failure to do so.

10.12 Except as disclosed in the Accounts (i) there is no direct or indirect Tax deficiency outstanding or assessed or proposed against the Company, nor has the Company extended the period for the assessment or collection of any Tax, (ii) no audit or other examination of tax return of the Company by any Tax authority are presently in progress, nor has the Company been notified of any request for such an audit or other examination, (iii) no adjustment relating to any Tax returns filed by the Company has been proposed in writing by any Tax authority to the Company or any representative thereof. The Company does not have any liability for any unpaid Taxes which has not been accounted for or reserved in the financial statements other than any liability for unpaid Taxes that may have accrued since the Accounts Date in connection with the operation of the Business and activities in the ordinary course of business.

10.13 The Company has not at any time entered into or been party to any transactions, schemes or arrangements which either:

(i) were entered into solely or wholly or mainly with a view to avoiding, reducing, postponing or extinguishing any actual or potential liability to Tax; or

(ii) could be reclassified for the purposes of Tax under any legislation, enactment or other law or otherwise by any Governmental Authority; or

(iii) could result in any claim or proceeding against the Company or used as evidence against it in any proceedings pertaining to tax avoidance, either against the Company or any other Person.

10.14 The Company has not ever been a member of an affiliated, consolidated, combined or unitary group for any period or a party to any joint venture, partnership or other agreement that could be treated as a partnership for Tax purposes.

10.15 The Company is in compliance with all transfer pricing requirements and where required by Applicable Law as to Taxes, all the transactions between the Company and Related Parties have been effected on an arm's length basis and no payments made to any Related Parties are unreasonable or excessive.

10.16 The Company and the Subsidiary are not subject to Tax other than its respective jurisdiction of incorporation.

10.17 The Company maintains and has retained in all respects for the period required by Applicable Laws:

(i) accurate records of all assets for Taxation purposes;

(ii) without limiting the generality of the foregoing, accurate records of all information relating to those assets for Taxation purposes; and

(iii) all other records that the Company is required to maintain under any Applicable Law relating to Taxes.

10.18 All stamp duty and other similar Tax payable in respect of every contract, agreement or transactions to which the Company is or has been a party, or by which the Company derives, has derived or will derive a substantial benefit, have been duly paid. No event has occurred as a result of which any duty has become payable, from which the Company may have obtained relief.

**11. <u>Contracts</u>**

11.1 Each contract has been duly authorized, executed and delivered by the Company and the respective counterparties and constitutes a valid and binding obligation of each party thereto, enforceable against each party thereto in accordance with its terms.

11.2 There is no indebtedness (actual or contingent) nor any indemnity, guarantee or security arrangement, between the Company and any current or former employee, current or former director or any current or former consultant of the Company or its Affiliates.

11.3 The Company is not in default in the performance, observance or fulfilment of any of the obligations, covenants or conditions contained in any contract to which it is a party. No party (including the Company) is in breach of any contract or has indicated any intention to serve a notice of default or terminate any such contract prior to the expiration of its term.

11.4 All contracts under which the Company operates its Business are valid and subsisting and are being performed by the Company and to the best of its knowledge, each party to such contract in accordance with the terms of the contract.

11.5 There are no agreements or understandings to which the Company is a party or is bound which (i) grant management, operational, restitution or voting rights in the Company to any Person including any power of attorney; (ii) contain non-competition, exclusivity, most favoured nations or similar provisions restricting in any way the freedom to carry on its Business in any

part of the world in such manner as it thinks fit; (iii) were entered into outside of the ordinary course of business of the Company; (iv) provide for the sharing of the revenue of the Company with any third party; (v) are contracts with any person relating to the use of the assets of the Company (including any Intellectual Property) outside the ordinary course of business; (vi) are not wholly on an arm's length basis; (vii) involve or are likely to involve the supply of goods and services which would entail any unusual tax liability; (viii) are incapable of being fulfilled or performed on time, or only with undue or unusual expenditure of money or effort; or (ix) provide for termination right to the counterparty or any intimation requirement on the Company in case of a change in Control; or (x) involve or are likely to involve obligations or liabilities which, by reason of their nature or magnitude, should reasonably be made known to the Purchaser.

11.6 There are no joint venture agreements, technical collaboration agreements, profit sharing agreements, or agreements relating to the options to acquire shares/interest in other companies or the Business.

11.7 No party to any contract has sought to repudiate, disclaim or vary, to the detriment of the Company, any contract.

11.8 Neither the Company, Sellers, the Lead Founder nor any of Company's employees have committed any criminal or unlawful act involving dishonesty, any breach of trust, or any breach of contract or statutory duty or any tortious act which could entitle any third party to terminate any contract to which the Company is a party which could have an adverse effect on the Company and/or its Business and operations.

11.9 Neither the Company nor any counter party is in violation of any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it is bound.

11.10 All the invoices raised by the Company with respect to its Business operations are issued in the name of the Company and all liability arising under any and all invoices shall be assumed by the Company.

11.11 Related Party Contracts.

(i) There are no existing contracts or arrangements or understandings between, on the one hand, the Company and, on the other hand any Related Party including any persons directly or indirectly in control of the Company or its Affiliates.

(ii) The Company is not party to any contract, arrangement or understanding with any current or former employee, current or former director or any current or former consultant of the Company or its Affiliates or in which any such person as aforesaid is interested (whether directly or indirectly) nor are any such contracts, arrangements or understanding outstanding or in force.

(iii) Neither the Sellers or Lead Founder nor the employees of the Company or their Affiliates have any direct or indirect ownership (i) in any business entity with which the Company is affiliated or with which the Company has a business relationship; or

(ii) in any business entity that competes with the Company or its Business.

(iv) There is no contract or arrangement that the Company or any of the Lead Founder or Sellers (with respect to the Company) is a party to that is not on arm's length terms.

11.12 Receivables. The amounts payable to the Company under any contract ("**Receivables**") are legal, valid and binding obligations of the obligors thereon, and are and will be collectible at their recorded amounts in the ordinary course of business and are not the subject of any counterclaims or set offs (except those Receivables, the non-collection of which has been properly provided for in the Accounts). The Company has not since the Accounts Date, changed its normal credit and collection practices of the Business. No Receivable owed to the Company has been written down or written off in the last two financial years.

11.13 There is no set off arrangement between the Company and any other Person.

11.14 All payments due and payable to the Company have been received by the Company in accordance with the terms and conditions of the agreements under which such payments are due and payable.

11.15 Anti-Competitive Agreements. The Company is not a party to any agreement, arrangement or concerted practice or is or has been carrying on any practice material to the Business:

(i) which in whole or in part may contravene or may be invalidated by any anti-trust, fair trading, dumping, state aid, consumer protection or similar legislation in any jurisdiction where the Company has assets or carries on Business or sells its goods and services; or

(ii) in respect of which any filing, registration or notification is required or is advisable.

11.16 Neither any Seller or Lead Founder nor the Company is a party to any contract or arrangement that is prejudicial to the interests of the Company, its Business or its Shareholders now or in the future or restricts the Sellers, the Lead Founder or the Company from entering into or being a part of the Business or performing the transactions as contemplated under the Transaction Documents.

11.17 The Lead Founder and each Seller: (i) has complied with all his obligations under and/or has not breached any contract or understanding entered into by him with any third party; (ii) is not aware of any potential breach of such contract or understanding; and (iii) there is no dispute pending or threatened (in writing) against him in relation to his obligations under any of the contracts or understanding to which he is a party.

**12. Legal Compliances**

12.1 The activities conducted by the Company make it eligible to receive foreign direct investment under the extant foreign exchange regulations, without requirement for any prior governmental approval or to be subject to any sector specific performance conditions.

12.2 All requisite licenses, consents, authorizations, orders, warrants, confirmations, permissions, certificates, approvals, registrations and authorities ("**Licenses**") necessary or desirable for the

carrying on of the Business as of the Closing Date have been obtained under Applicable Laws, are in full force and effect, and any conditions to such Licenses have been and are being complied with.

12.3 There is no investigation, enquiry or proceeding outstanding in respect of which the Company, the Lead Founder and/or the Sellers have received any written notice, order or other form of communication from any person, which is likely to result in the suspension, cancellation, modification or revocation of any License.

12.4 None of the Licenses have been breached and the Company has not done or omitted to do anything which could result in suspension, modification or revocation or which would lead to the Licenses not being renewed.

12.5 None of the Directors, officers, agents, employees or other persons acting on behalf of the Company has been party to the use of any of the assets of the Company (i) for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or to the making of any direct or indirect unlawful payment to government officials or employees from such assets; (ii) to the establishment or maintenance of any unlawful or unrecorded fund of monies or other assets; (iii) to the making of any false or fictitious entries in the books or records of the Company; or (iv) to the making of any unlawful or undisclosed payment.

12.6 The Company is in compliance of all Applicable Laws, including but not limited to, in relation to its assets, operations, employees, contracts and data privacy. Neither the Company, any of the Sellers and/or Lead Founder, nor any of the Company's officers, agents or employees, has committed or omitted to do any act or thing the commission or omission of which is in contravention of any Applicable Law in respect of the Company.

12.7 Neither the Company nor the Lead Founder or Sellers have committed:

(i) any criminal or unlawful act;

(ii) any breach of fiduciary obligation under Applicable Law; or

(iii) any breach of contract or statutory duty or any tortious act which could entitle any third party to terminate any contract / agreement to which the Company is a party, or which could have a Material Adverse Effect on the Company or the Business.

12.8 The Company is in compliance with all applicable regulations, standards and requirements in respect of products and services now being supplied including but not limited to Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

12.9 All documents required to be filed with any governmental regulatory body under any Applicable Law have been duly filed, without delay, and without any liability in the event of the delay.

12.10 All Directors and auditors of the Company have been and are validly appointed and holding office.

**13. Assets**

13.1 The Company owns or leases, as the case may be, assets which are required and sufficient for the conduct of its Business and all assets of the Company are accurately reflected in its register of assets. The assets are free and clear of all Encumbrances or rights of third parties and no proceedings or steps have been taken or initiated by authority for the expropriation or requisition of any such assets. The assets have been and are being used only for the purposes of the Business of the Company and for no other purpose.

13.2 The Lead Founder and the Sellers have acquired or used the necessary infrastructure for the Business of the Company including information technology, telecommunications and customer services directly from infrastructure service providers. All infrastructure used by the Business is not shared with any third party.

13.3 All movable assets used for carrying on the Business of the Company as it is presently being carried on:

(i) are in normal working condition subject to normal wear and tear; and

(ii) have been regularly maintained and fully backed up by annual maintenance contracts, where applicable.

13.4 In case of leased movable assets, there are no outstanding liabilities or any amount due on account of lease rentals/charges other than in the ordinary course of business.

13.5 There are no penalties outstanding on, charges, customs duty or demurrage in respect of equipment or assets pertaining to the Business of the Company which may be lying in port or are in transit.

13.6 The assets of the Company have been duly maintained in the ordinary course of business in lines with the best industry practice, subject to normal wear and tear.

13.7 No assets of the Company have been disposed other than in the ordinary course of business.

13.8 The Company, the Lead Founder and the Sellers have neither given nor agreed to give any rights to any third party or entered into any agreement or other arrangement to sell any of the assets of the Company.

**14. Immovable Property**

14.1 The Company has validly obtained the right to possess and use, all immovable property that is required in relation to the conduct of its Business as currently conducted ("**Property**"). The Company does not own, nor has it ever owned, any immovable property and the Company is not under any contract or agreement, whether oral or written, to purchase immovable property.

14.2 The Company is in compliance in all respects with all lease deeds, license agreements,

allotment letters and other relevant documents in respect of all immovable property leased, licensed or otherwise utilized by the Company for the purposes of its Business. The applicable stamp duty on all such documents has been duly paid and these documents have been duly registered pursuant to the applicable requirements under the Indian Registration Act, 1908.

14.3 The Company is in possession of the whole of each Property and no person is in, or otherwise entitled to, occupation or use. The Property comprises all of the land and premises (i) vested in, occupied or used by, or in the possession of, the Company; or (ii) used in the Business of the Company and necessary for the conduct of the Business of the Company.

14.4 No Property is subject to any Encumbrance which may affect the Company's right to possess and use the Property.

**15. Intellectual Property**

15.1 The Company operates and owns only 1 (one) internet domain name www.xylemlearning.com and it solely and exclusively owns all Intellectual Property rights, internet domain name www.xylemlearning .com , confidential information purported to be owned by the Company without any claims or Encumbrances of any manner. All such Intellectual Property rights are validly assigned or registered in the name of the Company. All Intellectual Property owned by the Company, which has been developed or is currently being developed by any former or current employee, consultant or service provider of the Company including without limitation any founder of the Company) (each, a "**Contributor**") during and as a result of within the scope of their employment or engagement with the Company is and shall be the sole property of the Company. Each Contributor has assigned to the Company, by an executed employment agreement, consultancy or services provider agreement, all Intellectual Property and all rights thereto he or she has developed during and as a result within the scope of their employment or engagement with the Company, whether or not made, conceived, reduced to practice or otherwise developed prior to, or following, the Execution Date, and the Company is not aware of any violation thereof. For the avoidance of doubt, users of the Company's services shall not be deemed to be "Contributors" hereunder.

15.2 All rights in all Intellectual Property and confidential business information owned or otherwise required for the Business of the Company as currently conducted or contemplated to be conducted are vested in or validly granted to the Company and are renewable, not subject to any other limitation, right of termination (including on any change in the underlying ownership or Control of the Company or restriction) and all renewal fee and steps required for their maintenance or protection have been paid and taken.

15.3 The You Tube channels specified in **Schedule V** are the only You Tube channels operated for the Business of the Company.

15.4 The Company has all necessary licenses and/or permits and registrations to use any third party Intellectual Property in relation to conduct of the Business, as presently conducted and as proposed to be conducted.

15.5 The use or exploitation by the Company of any Intellectual Property has not infringed the Intellectual Property rights of any Person.

15.6 The Company has not received any notice or threat in writing of any claim by any Person or entity against the Company's use or exploitation of its Intellectual Property and nor is the Company in breach of any Intellectual Property rights of any Person. The Company has not received any notice or threat in writing from any Person that its employee is in breach of any Intellectual Property rights of any Person.

15.7 The Company has not granted, nor is it obliged to grant, any license, sub-license or assignment in respect of any of the Intellectual Property rights owned or otherwise required for the operation of the Business by the Company.

15.8 No Person or entity is infringing the Intellectual Property rights of the Company.

15.9 The Company does not carry on Business under any name other than its corporate name and/or brand names. No one has been licensed, authorized, or permitted by the Company to use a name incorporating all or part of the names of the Company or any Business names.

15.10 The Company has not embedded, combined or linked to any open source software in any of its products or services generally available or in development, including any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement ("**Open Source Software**"). The Company has not used Open Source Software in any manner that would or could: (i) require the disclosure or distribution in source code form of any Intellectual Property owned by the Company; (ii) require the licensing of any Intellectual Property owned by the Company for the purpose of making derivative works; (iii) impose any restriction on the consideration to be charged for the distribution of any Intellectual Property owned by the Company; (iv) create, or purport to create, obligations for the Company with respect to Intellectual Property owned by the Company or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property owned by the Company; or (v) impose any other limitation, restriction, or condition on the right of the Company to use or distribute any Intellectual Property owned by the Company. With respect to any Open Source Software that is or has been used by the Company in any way, the Company has been and is in compliance with all applicable licenses with respect thereto.

15.11 Neither the Company nor any other Person acting on its behalf has disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any Company Source Code (as defined below). No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by the Company or any Person then acting on its behalf to any Person of any Company Source Code. "**Company Source Code**" means, collectively, all software source code and specifications and designs and all proprietary information and algorithms contained in or relating to any software source code or specifications or designs, of any Intellectual Property owned by the Company.

## 16. Employees

16.1 Labour Agreements and Actions: The Company has no collective bargaining agreements, arrangements or other similar understanding with any trade union, staff association or other

body representing the employees or workmen of the Company and no labour union has requested or sought to represent any employees, workmen, representatives or agents of the Company. Neither has there been nor there is any strike or other labour dispute involving the Company nor is such strike or similar action pending or threatened.

16.2 Contract Labour: The Company is in compliance with all employment and labour-related Laws including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970.

16.3 Employee Benefits: The Company has made all contributions in accordance with all Applicable Laws in relation to the payment of employee benefits and contributions, including provident funds, gratuity, etc.

16.4 The Company has in relation to each of its employees/workers and (so far as relevant) to each of its former employees/workers complied and discharged in all respects with its obligations (as appropriate) under Applicable Laws relevant to its relations with each employee/worker or the conditions of service of the employee/worker including those relating to the safety at work and has maintained adequate and suitable records regarding the service of the employee/worker.

16.5 All salaries, wages and fees and other benefits of all employees have, to the extent due, been paid or discharged in full together with all related payments to third-party benefit providers or relevant Governmental Authorities. The Company has made all contributions in accordance with all Applicable Laws in relation to the payment of employee benefits and contributions, including towards provident fund and gratuity, as applicable, and the Company has complied in all respects with its obligations under Applicable Laws relevant to their relations with each employee or the conditions of service of the employee and have maintained adequate and suitable records regarding the service of the employee.

16.6 Conditions of Service. The Company has complied in all respects with their obligations under Applicable Laws relevant to its relations with each employee or the conditions of service of the employee and has maintained adequate and suitable records regarding the service of the employee. The Company has complied in all respects with all its obligations concerning the health and safety at work of each of the employees and has not incurred any liability to any employee in respect of any accident or injury, which is not fully covered by insurance.

16.7 The Company does not have any employee stock option, stock purchase, and stock appreciation right or phantom stock option schemes for its employees

16.8 The Company has not received any notice of termination or resignation nor has the Company given or intends to give any notice of termination to any employee.

16.9 None of the agreements between the Company and its consultants and employees:

(i) require more than 3 (three) months' notice to be terminated; or

(ii) provide for payment of any termination payments in the event of termination other than as required under Applicable Law or salary in lieu of notice, or a change of Control of the Company.

16.10 There are no existing or potential, disputes with current or former employees or consultants.

16.11 With the exception of any remuneration owing or benefits to be provided to employees in accordance with the normal payment or provision of such benefits or payments weekly or monthly in arrears, there are no sums or benefits, which are outstanding and owing or required to be provided to any employee.

16.12 Termination of Employment

(i) No liability which remains undischarged has been incurred by the Company for breach of any contract of employment or consultancy agreement with any employee or consultant, including redundancy payments, protective awards, compensation for wrongful dismissal, unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any employee.

(ii) The Company has not made or agreed to make any payment or provided or agreed to provide any benefit to any employee or consultant or former employee or consultant or any dependent of any such persons in connection with the proposed termination or suspension of employment or variation of any contract of employment or consultancy agreement of any such employee or consultant or former employee or consultant.

(iii) The Company has not entered into any arrangements with, nor has any obligations towards an employee or a consultant relating to their employment or consultancy which provides for payment of sums to such persons, other than annual salary, ordinary bonus payments and reimbursement of expenses and other remuneration as contemplated under the Applicable Laws.

16.13 The Company has in relation to its employees and all its former employees, complied with, on a continuing basis, all Applicable Laws including without limitation obtaining registrations, maintaining all requisite registers, making requisite filings with the concerned authorities, etc., including without limitation under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1970, Equal Remuneration Act, 1976, Payment of Gratuity Act, 1972, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, applicable Labour Welfare Fund Acts, Kerala Shops and Commercial Establishments Act, 1960, the Minimum Wages Act, 1948, the Maternity Benefit Act, 1961, Payment of Wages Act, 1936 etc., and no claim is pending against or threatened (in writing) against the Company in this regard.

**17. Operations**

17.1 The Company is engaged in the Business.

17.2 There has been no damage, destruction or loss, whether or not covered by insurance, adversely affecting Business of the Company or its assets or the operating results of the Company.

17.3 The Company's Business has been carried out in the ordinary course of business and since the Accounts Date there has not been any restructuring, reorganisation, acquisitions or new investments.

17.4 Current Operations: As on the Execution Date, there are no existing and no potential facts or circumstances that may have a Material Adverse Effect on the ability of the Company to conduct its Business as currently conducted.

17.5 Internal Controls: The Company maintains a system of internal control over financial reporting sufficient to provide reasonable assurance (i) that transactions are recorded as necessary to permit preparation of financial statements in conformity with Indian GAAP, consistently applied, (ii) that transactions are executed only in accordance with the authorization of management of the Company, and (iii) regarding prevention or timely detection of any unauthorized acquisition, use or disposition of the Company's assets.

**18. Disclosure of Documents**

All representations, Warranties, information, documents or statements relating to or provided by the Lead Founder, Sellers and the Company to the Purchaser in this Schedule or other information which has been given in writing or made available by the Lead Founder, the Sellers and/or the Company to the Purchaser or its agents, employees or professional advisers in the course of the negotiations leading to this Agreement or in the course of the due diligence exercise or other investigation carried out by or on behalf of the Purchaser prior to entering into this Agreement were, when given, and as on date remain true, complete and accurate in all respects and not misleading.

**19. Insurance**

19.1 The Company has not obtained any insurance policies and no such insurance policies are required to be obtained by the Company.

**20. Material Adverse Effect**

There is no Material Adverse Effect in respect of the Business.

**21. Power of Attorney**

There is no power of attorney or other authority in force by which a Person is able to bind either any of the Lead Founder, Sellers or the Company.

**22. Environment Matters**

The Company has complied and is in compliance with all applicable environmental laws and has obtained and is in compliance with all applicable environmental permits. No written notice of violation, notification of liability or request for information has been received by the Company, and no litigation is pending or threatened (in writing) by any Person involving the Company relating to or arising out of any environmental law. No order has been issued and

no penalty or fine has been assessed involving the Company relating to or arising out of any environmental law.

## SCHEDULE IV

## SPECIFIC INDEMNITY EVENTS

1. Any liabilities arising out of teachers being classified as professionals for the purpose of deduction of Tax.
2. Any liabilities arising out of withholding Tax exposure in respect of advances that may be characterized as deemed dividends.
3. Any liabilities arising out of disallowance of cash expenses.
4. Any liabilities arising out of withholding tax exposure on non-deduction of TDS including TDS on salaries.
5. Any liabilities arising out of levy of interest and penalty on non-payment of Taxes on taxable revenue.
6. Any liabilities arising out of non-disclosure of exempt supply in GST returns.
7. Any liabilities arising out of non-reversal of input tax credit under Rule 42 of the CGST Rules, 2017.
8. Any liabilities arising out of the fact that the Company cannot avail input tax credit under Section 17(5) of the CGST Act, 2017.
9. Any liabilities arising out of non-reconciliation of input tax credit available in GSTR-2A/2B.
10. Any liabilities arising out of non-reversal of input tax credit for non-payment to vendors beyond 180 days.
11. Any liabilities arising out of non-filing of GST returns.
12. Any liabilities arising out of excess input tax credit balance in books of the Company vis-à-vis on GSTN portal.
13. Any liabilities arising out of profit share arrangement entered into with Gokulam Public School.
14. Any liabilities arising out of the agreement executed between the Company and Learnyst Insight Private Limited.
15. Any liabilities arising out of the agreement executed between the Company and Riafy Technologies Private Limited.

**SCHEDULE V**

**LIST OF YOU TUBE CHANNELS**

| Channel Name | Beneficiary Name | Beneficiary Address |
|---|---|---|
| Class 1 | Ananthu S | Xylem Learning Thondayad |
| Class 2 | Ananthu S | Xylem Learning Thondayad |
| Class 3 | Ananthu S | Xylem Learning Thondayad |
| Class 4 | Ananthu S | Xylem Learning Thondayad |
| Class 5 | Ananthu S | Xylem Learning Thondayad |
| Class 6 | Ananthu S | Xylem Learning Thondayad |
| Class 7 | Ananthu S | Xylem Learning Thondayad |
| Class 8 | Ananthu S | Xylem Learning Thondayad |
| Class 8 CBSE | Ananthu S | Xylem Learning Thondayad |
| Class 9 | Ananthu S | Xylem Learning Thondayad |
| Class 9 CBSE | Ananthu S | Xylem Learning Thondayad |
| SSLC | Ananthu S | Xylem Learning Thondayad |
| Class 10 CBSE | Ananthu S | Xylem Learning Thondayad |
| Class 11 | Ananthu S | Xylem Learning Thondayad |
| Class 12 | Ananthu S | Xylem Learning Thondayad |
| Commerce +1 | Ananthu S | Xylem Learning Thondayad |
| Commerce +2 | Ananthu S | Xylem Learning Thondayad |
| Commerce Pro | Ananthu S | Xylem Learning Thondayad |
| Xylem NEET | Ananthu S | Xylem Learning Thondayad |
| Xylem NEET Tamil | Ananthu S | Xylem Learning Thondayad |
| KEAM | Ananthu S | Xylem Learning Thondayad |
| CUET | Ananthu S | Xylem Learning Thondayad |
| XYLEM JEEnius | Ananthu S | Xylem Learning Thondayad |
| Xylem JEE Qbank | Ananthu S | Xylem Learning Thondayad |

| Channel Name | Beneficiary Name | Beneficiary Address |
|---|---|---|
| Xylem JEE Advanced | Ananthu S | Xylem Learning Thondayad |
| Xylem Foundation Class | Ananthu S | Xylem Learning Thondayad |
| Xylem Tuition Centre | Ananthu S | Xylem Learning Thondayad |

**SCHEDULE VI**

**LIST OF HOSTELS**

| S. No. | Name of Hostels |
|---|---|
| 1. | Jupiter |
| 2. | Pinctada |
| 3. | Nalanda |
| 4. | Platinum |
| 5. | Villa |
| 6. | Amazone |
| 7. | Omega |
| 8. | Kavu Stop |
| 9. | Octopus |
| 10. | Penta |
| 11. | Green Field |
| 12. | Anbi Plaza |
| 13. | Ananthapuri |
| 14. | Chembukavu |
| 15. | Daliya |

**IN WITNESS WHEREOF**, each of the aforenamed Parties has executed this Agreement as of the day, month and year above first written.

Signed and delivered for and on behalf of

**MR. ANANTHU SASIKUMAR**



*[Signature page of the Share Subscription and Share Purchase Agreement]*

**IN WITNESS WHEREOF**, each of the aforenamed Parties has executed this Agreement as of the day, month and year above first written.

Signed and delivered for and on behalf of

**MR. VINESH KUMAR KARUVARATHPOYIL**



*[Signature page of the Share Subscription and Share Purchase Agreement]*

**IN WITNESS WHEREOF**, each of the aforenamed Parties has executed this Agreement as of the day, month and year above first written.

Signed and delivered for and on behalf of

**MR. LIJEESHKUMAR VALIYAPARAMBIL**

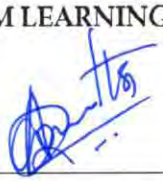


*[Signature page of the Share Subscription and Share Purchase Agreement]*

**IN WITNESS WHEREOF**, each of the aforenamed Parties has executed this Agreement as of the day, month and year above first written.

Signed and delivered for and on behalf of

**XYLEM LEARNING PRIVATE LIMITED**



**Name:** Ananthu-S

**Title:** CEO

*[Signature page of the Share Subscription and Share Purchase Agreement]*

**IN WITNESS WHEREOF**, each of the aforenamed Parties has executed this Agreement as of the day, month and year above first written.

Signed and delivered for and on behalf of

**PHYSICSWALLAH PRIVATE LIMITED**




_____

**Name: Alakh Pandey**
**Title: Director**

***[Signature page of the Share Subscription and Share Purchase Agreement]***