



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No. : IN-DL03392893355397W
Certificate Issued Date : 16-Dec-2024 05:45 PM
Account Reference : IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL92130353412048452670W
Purchased by : SHIPROCKET PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SHIPROCKET PRIVATE LIMITED FORMERLY KNOWN AS BIGFOOT
RETAIL SOLUTIONS PRIVATE LIMITED
Second Party : SENIOR MANAGEMENT PERSONNEL BII TRIBE MARCH ZOMATO
TEMASEK LR INDIA KDT MUFG HUDDLE COLLECTIVE VEER
Stamp Duty Paid By : SHIPROCKET PRIVATE LIMITED FORMERLY KNOWN AS BIGFOOT
RETAIL SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



₹200

Please write or type below this line

IN-DL03392893355397W

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

**ADDENDUM CUM AMENDMENT DATED DECEMBER 19, 2024 TO THE SHAREHOLDERS' AGREEMENT
DATED AUGUST 12, 2024**

AMONG

SHIPROCKET PRIVATE LIMITED

AND

SAAHIL GOEL

AND

GAUTAM KAPOOR

AND

VISHESH KHURANA

AND

AKSHAY GHULATI

AND

AMITKUMAR GAJENDRAKUMAR PATNI

AND

ARIHANT PATNI

AND

RAJAN MEHRA

AND

MILESTONE RIVER VENTURE ADVISORY PRIVATE LIMITED

AND

NIRVANA DIGITAL INVESTMENT HOLDING LTD

AND

BERTELSMANN NEDERLAND B.V.,

AND

TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 1 PARTNERS

AND

TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 5 PARTNERS

AND

TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 7 PARTNERS

AND

TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 8 PARTNERS

AND

TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 9 PARTNERS

AND

MCP3 SPV LLC

AND

ZOMATO LIMITED

AND

MACRITCHIE INVESTMENTS PTE. LTD.

AND

LR INDIA FUND I S.a.r.l., SICAV-RAIF

AND

KDT VENTURE HOLDINGS, LLC

AND

**MUFG BANK, LTD.
AND
TRIBE CAPITAL FIRSTLOOK SHP-04, L.P.,
AND
HUDDLE COLLECTIVE
AND
VEER SINGH**

ADDENDUM CUM AMENDMENT TO THE SHAREHOLDERS' AGREEMENT DATED AUGUST 12, 2024

This Addendum cum Amendment to the Shareholders' Agreement dated August 12, 2024 ("**Addendum Agreement**") is entered into on this 19th (nineteenth) day of December, 2024 ("**Addendum Execution Date**") at New Delhi by and among:

1. **SHIPROCKET PRIVATE LIMITED**, a private limited company incorporated under the (Indian) Companies Act, 1956, and having its registered office at Plot No- B, Khasra No - 360 Sultanpur Delhi, South Delhi, Delhi – 110030, and corporate office at 416, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana – 122008 and having CIN U72900DL2011PTC225614, (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **SAAHIL GOEL**, an Indian resident, presently residing at 81A/41, Punjabi Bagh (West), New Delhi – 110026, India, and holding a passport issued by the Government of India with the passport number Z2051041, (hereinafter referred to as "**Senior Management Personnel 1**" or "**SMP 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

3. **GAUTAM KAPOOR**, an Indian resident, presently residing at E-519, Greater Kailash II, New Delhi – 110048, India, and holding a passport issued by the Government of India with the passport number K7303007, (hereinafter referred to as "**Senior Management Personnel 2**" or "**SMP 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

4. **VISHESH KHURANA**, an Indian resident, presently residing at M87, First Floor, Greater Kailash -2, Delhi 110048, India, and holding a passport issued by the Government of India with the passport number L5891885, (hereinafter referred to as "**Senior Management Personnel 3**" or "**SMP 3**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

5. **AKSHAY GHULATI**, an Indian resident, presently residing at 1, Shivji Marg, Westend Green Farms, Rangpuri, New Delhi- 110037, and holding a passport issued by the Government of India with the passport number Z5294721 (hereinafter referred to as "**Senior Management Personnel 4**" or "**SMP 4**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

6. **AMITKUMAR GAJENDRAKUMAR PATNI**, an Indian resident, having his address at The Capital - A/1106, G Block, BKC, Bandra East, Mumbai 400 051 (hereinafter referred to as "**Amit**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

7. **ARIHANT PATNI**, an Indian resident, having his address at 310-316, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai 400021 (hereinafter referred to as "**Arihant**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

8. **RAJAN MEHRA**, an Indian resident, having his address at Flat 6-A Wind Cliffe Apartments, Off Pedder Road, Mumbai-400026 (hereinafter referred to as "**Rajan**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns);

AND

9. **MILESTONE RIVER VENTURE ADVISORY PRIVATE LIMITED**, a private limited company incorporated under the (Indian) Companies Act, 1956, and having its registered office at Office No A-607 6th Floor Shelton Sapphire Plot No 18 and 19 Sector 15 CBD Belapur, Thane, Navi Mumbai, Maharashtra, India, 400614 and having CIN U67190MH2013FTC240386 (hereinafter referred to as "**Milestone**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

10. **NIRVANA DIGITAL INVESTMENT HOLDING LTD.**, a company incorporated under the applicable laws of Mauritius, and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius, (hereinafter referred to as "**NDIH**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

11. **BERTELSMANN NEDERLAND B.V.**, a company, incorporated under the laws of Netherlands, and having its place of address at Brem 1, 6598 MH Heijen, The Netherlands (hereinafter referred to as "**BII**", which expression shall unless repugnant to the context or meaning

thereof, be deemed to mean and include its successors and permitted assigns);

AND

12. **TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 1 PARTNERS**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 2700 19th Street, San Francisco, California 94110 (hereinafter referred to as “**Tribe 1**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

13. **TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 5 PARTNERS**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 2700 19th Street, San Francisco, California 94110 (hereinafter referred to as “**Tribe 5**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

14. **TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 7 PARTNERS**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 2700 19th Street, San Francisco, California 94110 (hereinafter referred to as “**Tribe 7**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

15. **TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 8 PARTNERS**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 2700 19th Street, San Francisco, California 94110 (hereinafter referred to as “**Tribe 8**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

16. **TRIBE CAPITAL III, LLC, ON BEHALF OF ITS SERIES – 9 PARTNERS**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 2700 19th Street, San Francisco, California 94110 (hereinafter referred to as “**Tribe 9**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

AND

17. **MCP3 SPV LLC**, a limited liability company incorporated under the laws of Delaware, and having its principal office at 725 Arizona Avenue, Suite 304, Santa Monica, CA 90401 (hereinafter referred to as “**March**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

18. **ZOMATO LIMITED**, a company incorporated under the laws of India, and having its registered office at Ground Floor 12A, 94 Meghdoot Nehru Place, New Delhi–110019, India (hereinafter referred to as “**Zomato**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

19. **MACRITCHIE INVESTMENTS PTE. LTD.**, a company incorporated under the laws of Singapore, and having its principal office at 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891 (hereinafter referred to as “**Temasek**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

20. **LR INDIA FUND I S.a.r.l., SICAV-RAIF** (formerly known as LR India Holdings Limited), an investment company with variable capital (société d'investissement à capital variable) qualifying as a reserved alternative investment fund (fonds d'investissement alternatif réservé) under the RAIF Law and organised in the form of a private limited liability company (société à responsabilité limitée) and having its registered office at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg (hereinafter referred to as “**LR India**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

21. **KDT VENTURE HOLDINGS, LLC**, c/o Koch Disruptive Technologies, LLC, incorporated under the laws of USA, and having its principal base of business at 4111 East 37th Street North Wichita, Kansas 67201, USA (hereinafter referred to as “**KDT**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

22. **MUFG BANK, LTD.**, a company, incorporated under the laws of Japan, and having its principal base of business at 2-7-1, Marunouchi, Chiyoda city, Tokyo, Japan (hereinafter referred to as “**MUFG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

23. **TRIBE CAPITAL FIRSTLOOK SHP-04, L.P.**, a limited partnership incorporated under the laws of the State of Delaware, and having its principal base of business at 933 Hermosa Way, Menlo Park, CA 94025 (hereinafter referred to as “**Tribe SPV**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors

and permitted assigns);

AND

- 24. HUDDLE COLLECTIVE**, a general partnership firm formed under the Indian Partnership Act, 1932, and having its principal base of business at A-19 New Friends Colony, 110065, India (hereinafter referred to as “**Huddle Collective**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

- 25. VEER SINGH**, an Indian citizen, having his address at Veer Singh 63A, 2nd Floor, Block – I Lajpat Nagar – 1 New Delhi – 110024 (hereinafter referred to as “**Veer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, legal representatives and permitted assigns).

SMP 1, SMP 2, SMP 3 and SMP 4 shall hereinafter be collectively referred to as the “**Senior Management Personnel**” and individually as a “**Senior Management Person**” or “**SMP**”.

Tribe 1, Tribe 5, Tribe 7, Tribe 8, Tribe 9 and Tribe SPV are collectively referred to as “**Tribe**”.

The Company, Senior Management Personnel, BII, Tribe, March, Zomato, Temasek, LR India, KDT, MUFG, Huddle Collective and Veer shall hereinafter be referred to individually as a “**Party**” and jointly as the “**Parties**”.

WHEREAS:

- A.** The Company is engaged in the Business (*as defined in the Series E3 SHA*).
- B.** The Company and certain Shareholders (*as defined in the Series E3 SHA*) of the Company executed a shareholders’ agreement dated August 12, 2024 (“**Series E3 SHA**”), setting out the roles, responsibilities, rights and obligations of the Shareholders and their *inter-se* relationship with respect to the Company which replaced the Series E SHA (*as defined in the Series E3 SHA*).
- C.** The Company and the Senior Management Personnel have executed a Series E3 SSA (*as defined in the Series E3 SHA read with this Addendum Agreement*) with SAI Global India Fund I, LLP (“**SIG**”) on November 21, 2024, pursuant to which SIG has agreed to subscribe to and the Company has agreed to issue and allot to SIG, certain Series E3 CCPS (*as defined in the Series E3 SHA*). SIG has also executed certain Series E3 SPA (*as defined in the Series E3 SHA*) individually with 500 Startups III, L.P., Atul Mehta and Nirvana Digital Investment Holding Ltd, pursuant to which SIG has agreed to purchase some Shares each from 500 Startups III, L.P., Atul Mehta and Nirvana Digital Investment Holding Ltd. SIG has executed a deed of accession to the Series E3 SHA acceding to the provisions of the Series E3 SHA dated November 21, 2024, and an amendment to the deed of accession executed on or around the Addendum Execution Date (“**SIG DOA**”).
- D.** Further, on or about the Addendum Execution Date, (i) amendment agreements have been

executed to the Series E3 SSA executed by KDT, MUFG, Huddle Collective, SIG and Tribe SPV, and (ii) the Series E3 SPAs executed by the Company and Tribe SPV with Apoletto Asia Ltd, to record the revised understanding in relation to the proposed investment by Tribe SPV. Further, the Series E3 SPAs executed between (i) the Company, Tribe SPV and 500 Startups III, L.P.; and (ii) the Company, Tribe SPV and Gaurav Mangla have been terminated.

- E. Pursuant to Clause 24.4 of the Series E3 SHA, the Parties are now entering into this Addendum Agreement to make certain additions and amendments to the Series E3 SHA.

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

1. DEFINITIONS AND INTERPRETATION

Unless a contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere, the definitions mentioned in Series E3 SHA shall apply throughout this Addendum Agreement, except to the extent any of the definitions are modified pursuant to this Addendum Agreement. The interpretation and/or construction of this Addendum Agreement shall be in accordance with the rules of interpretation set out in schedule II of the Series E3 SHA.

2. EFFECTIVE DATE AND SHAREHOLDING PATTERN

- 2.1 This Addendum Agreement shall come into effect and become binding on and from the Effective Date (*as defined in the Series E3 SHA read with this Addendum Agreement*) and shall remain in force until the Series E3 SHA remains in force, provided that: (i) this Clause 2.1; (ii) the waivers and consents granted under clause 2.2.5 (Waiver and Consent) of the Series E3 SHA read with this Addendum Agreement and (iii) Clause 4 (*Miscellaneous*), shall come into effect on and from the Addendum Execution Date. In case Closing (*as defined in the respective Series E3 SSA*) occurs only with respect to some and not all of the Series E3 Investors, the provisions of this Addendum Agreement shall be read only to the extent of the Series E3 Investors for whom Closing has occurred.

3. AMENDMENTS TO THE SERIES E SHA

- 3.1 Clause 2.2.5 of the Series E3 SHA shall stand amended and restated in entirety:

“increase of employee stock option pool available for grant under ESOP 2016 by 78,961 (seventy-eight thousand nine hundred and sixty one) options subject to Clause 2.5; provided that if the Other Series E3 Investors participate in the Series E3 round of funding, then the ESOP pool shall be further increased in a manner that the increase in the options available for grant under ESOP 2016 other than increase in the pool set out in Clause 12.17.1(a) and (b), constitute 2% (two percent) of the shareholding of the Company on a Fully Diluted Basis, after the investment by the Other Series E3 Investors.”

- 3.2 The following shall be added at the end of clause 15.3 (*Fall Away of Rights*) of the Series E3 SHA:

“Notwithstanding any other provision in this Agreement, SIG agrees that the information rights set forth in Clauses 10.1.1, 10.1.2, 10.1.3, 10.1.6, 10.1.9, 10.2.6 of this Agreement, inspection right contained in Clause 11.1 (a) of this Agreement and any other commercially sensitive information of the Company and/or its Subsidiaries shall not be available or provided to SIG by the Company.”

- 3.3 Clause 24.22 of the Series E3 SHA shall stand amended and restated in entirety:

“Deed of Accession by Other Series E3 Investors and SIG

The Other Series E3 Investors and SIG shall, simultaneously with the execution of their respective Other Series E3 SSA/Series E3 SSA and Other Series E3 SPA/Series E3 SPA, execute the deed of accession, substantially in the format set out in SCHEDULE XX.”

- 3.4 In schedule 1 (Definitions) of the Series E3 SHA, the following definitions shall stand amended and restated in entirety:

“Effective Date” means the date on which the Series E3 CCPS are issued and allotted to the each of the Series E3 Investors (other than Veer) in accordance with the Series E3 SSA and with respect to Veer, the date on which ‘closing’ occurs with respect to him under any Series E3 SPA to which he is a party, and where such allotment occurs on different dates, the first of such dates; it being clarified that, with respect to KDT, MUFG, Veer, Tribe SPV and SIG, Effective Date shall be the date on which they become Shareholders of the Company.

“Investors” means Tribe, NDIH, BII, Amit, Arihant, Rajan, Milestone, 500 Startups III, Beenos, March, AAL, Agility, IEV, Paypal, RZP, Innoven, Zomato, Avendus Investors, QED, Temasek, 9Unicorns Group, LR India, Samsung, Moore, Other Series E Investors, BLC, TS, KDT, MUFG, Veer, Tribe SPV, SIG and Other Series E3 Investors collectively and ***“Investor”*** means each of Tribe, NDIH, BII, Amit, Arihant, Rajan, Milestone, 500 Startups III, Beenos, March, AAL, Agility, IEV, Paypal, RZP, Innoven, Zomato, Avendus Investors, QED, Temasek, 9Unicorns Group, LR India, Samsung, Moore, Other Series E Investors, BLC, TS, KDT, MUFG, Veer, Tribe SPV, SIG and Other Series E3 Investors individually; provided that NDIH shall be considered to be an Investor till the occurrence of closing under the Series E3 SPAs.

“Other Series E3 Investors” means Persons (other than KDT, MUFG, SIG, Huddle Collective, Veer and Tribe SPV) (i) who may subscribe to Series E3 CCPS at the Series E3 Subscription Price; and/or (ii) who may purchase certain Shares from the existing Shareholders of the Company at the Series E3 Purchase Price.

“Series E3 Investors” means KDT, MUFG, Veer, Huddle Collective, SIG and Tribe SPV.

“Series E3 Investors’ Incremental LP” means the amount that is the difference between (a) the purchase consideration paid by the Series E3 Investors under their Series E3 SPAs for the purchase of their respective Series E3 Secondary Shares and (b) the liquidation preference on the Series E3 Secondary Shares available to the relevant seller from whom the Series E3 Investors purchased the Series E3 Secondary Shares, which for the sake of clarity, with respect to each Series E3 Investor, is the amount mentioned in sub-clause (c) against the names of KDT, MUFG, Huddle Collective, Veer, SIG and Tribe SPV in the table under Part A of **Schedule XVII** and with respect to the Other Series E3 Investors shall mean the amount mentioned in sub-clause (c) to the Schedule to the Deed of Accession to be executed by them.

- 3.5 The following definitions shall be added in schedule I (Definitions) of the Series E SHA:

“SIG Secondary Shares” means the Shares to be purchased by SIG under the Series E3 SPAs to which it is a party;

- 3.6 Schedule I of this Addendum Agreement shall amend and replace in entirety the contents of Part B of SCHEDULE III of the Series E3 SHA.
- 3.7 Schedule II of this Addendum Agreement shall amend and replace in entirety the contents of Part A of SCHEDULE XVII (*LP AMOUNT, LP SHARES AND SMP INTER-SE RATIO*) of the Series E3 SHA.
- 3.8 Schedule III of this Addendum Agreement shall amend and replace in entirety the contents of SCHEDULE XVI (*DETAILS FOR NOTICES*) of the Series E3 SHA.
- 3.9 Schedule IV of this Addendum Agreement shall amend and replace in entirety the contents of Schedule XX (*DEED OF ACCESSION*) of the Series E3 SHA.

4. MISCELLANEOUS

- 4.1 The provisions of clauses 17 (*Notices*), 18 (*Confidentiality*), 19 (*Governing Law and Dispute Resolution*), 24.2 (*Waiver*), 24.3 (*Assignment*), 24.4 (*Amendments*), 24.5 (*No Partnership*), 24.6 (*Reservation of Rights*), 24.7 (*Independent Rights*), 24.8 (*Specific Performance*), 24.10 (*Partial Invalidity*), 24.11 (*Counterparts*), 24.12 (*Further Assurances*), 24.13 (*Announcements*) and 24.15 (*No Strict Construction*) of the Series E3 SHA shall *mutatis mutandis* apply to this Addendum Agreement as if specifically incorporated in full in this Addendum Agreement and all references in such clauses to "this Agreement" shall be read and inferred as references to this Addendum Agreement, and shall be valid and binding on the Parties.
- 4.2 This Addendum Agreement is an integral part of the Series E3 SHA and shall be read together with the Series E3 SHA and shall be co-terminus with the Series E3 SHA. In case of any conflict between this Addendum Agreement and the Series E3 SHA, then solely, with respect to the provisions of the Series E3 SHA amended by this Addendum Agreement, the provisions of this Addendum Agreement shall prevail.
- 4.3 All references in the Series E3 SHA to **“this Agreement”** shall include the reference to the Series E3 SHA as amended by this Addendum Agreement. Further, reference to the Series E3 SHA in any other documents shall include reference to the Series E3 SHA as amended by this Addendum Agreement.
- 4.4 Except as specifically and expressly amended or supplemented by this Addendum Agreement, all other provisions of the Series E3 SHA shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties and none of the rights and obligations of any of the Parties shall, except for the modifications or amendments contained in this Addendum Agreement, be deemed to be altered or modified in any manner whatsoever.
- 4.5 No changes or additions to, or modifications of, this Addendum Agreement shall be valid

unless made in writing and signed by all the Parties hereto.

- 4.6 The exchange of a fully executed version of this Addendum Agreement (in counterparts or otherwise) by electronic transmission in PDF or any other format shall be sufficient to bind the Parties to the terms and conditions of this Addendum Agreement and no exchange of originals is necessary.
- 4.7 The Parties hereby provide the representations and warranties set out in SCHEDULE V to each other.

(SCHEDULES AND EXECUTION PAGES FOLLOW)

SCHEDULE I

**PART B –SHAREHOLDING PATTERN OF THE COMPANY ON CLOSING DATE ASSUMING COMPLETION OF ALL TRANSACTIONS UNDER THE SERIES E3 SSA
AND SERIES E3 SPAs***

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
Saahil Goel	1,24,146	-	-	-	-	-	-	-	-	-	-	1,24,146	5.18%
Gautam Kapoor	1,24,145	-	-	-	-	-	-	-	-	-	-	1,24,145	5.18%
Vishesh Khurana	27,396	-	-	-	-	-	-	-	-	-	-	27,396	1.14%
Akshay Ghulati	24,206	-	-	-	-	-	-	-	-	-	-	24,206	1.01%
Bigfoot ESOP Trust	1,07,991	-	-	-	-	-	-	-	-	-	-	1,07,991	4.50%
ESOP Plan 2022	30,000	-	-	-	-	-	-	-	-	-	-	30,000	1.25%
New ESOP Pool - 2024	47,950	-	-	-	-	-	-	-	-	-	-	47,950	2.00%
Zomato Limited	9,824	-	21,832	-	-	-	-	-	1,32,082	-	-	1,63,738	6.83%
Macritchie Investments Pte. Ltd.	100	-	-	-	-	-	-	-	1,09,059	17,283	-	1,26,442	5.27%
LR India Fund I S.a.r.l., SICAV_ RAIF	6,549	-	7,367	3,549	-	-	-	-	69,861	17,975	-	1,05,301	4.39%

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
9Unicorns Accelerator Fund – I	-	-	-	-	-	-	-	-	2,765	-	-	2,765	0.12%
Darshak Rameshchandra Shah	-	-	-	-	-	-	-	-	588	-	-	588	0.02%
Do Moonstone Advisors LLP	-	-	-	-	-	-	-	-	1,013	-	-	1,013	0.04%
Bertelsmann Nederland B.V.	2,310	19,907	34,809	1,97,408	1,92,112	27,734	-	26,680	-	8,987	-	5,09,947	21.27%
KDT Venture Holdings, LLC	3,180	-	20,727	78,795	-	-	-	-	-	-	28,691	1,31,393	5.48%
MUFG Bank Limited	32,072	-	9,009	-	-	-	-	-	-	-	11,476	52,557	2.19%
SAI Global India Fund I, LLP	616	-	2,693	28,118	-	-	-	-	-	-	8,779	40,206	1.68%
Tribe Capital Firstlook SHP-04, L.P	-	-	-	5,135	-	-	-	-	-	-	1,435	6,570	0.27%
Tribe Capital III LLC, Series 1	5,322	48,258	-	3,095	28,915	67,234	-	-	-	-	-	1,52,824	6.37%
Tribe Capital III LLC, Series 5	12	22,616	54,788	69,867	-	-	37,984	-	-	-	-	1,85,267	7.73%
Tribe Capital III LLC, Series 7	-	-	-	-	-	-	-	4,500	-	-	-	4,500	0.19%
Tribe Capital III LLC, Series 8	-	-	-	-	-	-	-	2,238	-	-	-	2,238	0.09%

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
Tribe Capital III LLC, Series 9	-	-	-	-	-	-	-	3,934	-	-	-	3,934	0.16%
Amitkumar Gajendra Kumar Patni	20,875	-	-	-	-	-	-	-	-	-	-	20,875	0.87%
Arihant Patni	20,875	-	-	-	-	-	-	-	-	-	-	20,875	0.87%
Milestone River Venture Advisory Private Limited	3,212	-	-	-	-	-	-	-	-	-	-	3,212	0.13%
Rajan Mehra	3,212	-	-	-	-	-	-	-	-	-	-	3,212	0.13%
Nirvana Digital Investment Holding Ltd	-	-	-	-	-	-	-	-	-	-	-	-	0.00 %
MCP3 SPV LLC	-	-	-	40,906	-	-	43,411	13,340	5,458	4,494	-	1,07,609	4.49%
Moore Strategic Ventures, LLC	-	-	-	-	-	-	-	-	10,916	8,987	-	19,903	0.83%
Ashish Goyal, Nita Gupta	-	-	-	-	-	-	-	-	546	-	-	546	0.02%
Aman Gupta	-	-	-	-	-	-	-	-	218	-	-	218	0.01%
Sameer Ashok Mehta	-	-	-	-	-	-	-	-	218	-	-	218	0.01%
Huddle Collective (A general partnership)	285	-	-	-	-	-	-	-	655	270	80	1,290	0.05%

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
Brijesh Kumar Agrawal	-	-	-	-	-	-	-	-	338	-	-	338	0.01%
Culture Cap LLP	-	-	-	-	-	-	-	-	164	-	-	164	0.01%
Varun Alagh	-	-	-	-	-	-	-	-	44	-	-	44	0.00%
Paypal Inc	-	-	11,434	-	-	-	-	26,680	-	1,797	-	39,911	1.66%
Beacon Trusteeship Limited - Info Edge Venture Fund - IE Venture Fund I	-	-	22,869	-	-	-	-	-	-	-	-	22,869	0.95%
Beacon Trusteeship Limited - Info Edge Venture Fund - IE Venture Fund Follow-on I	6,550	-	-	-	-	-	-	-	15,282	-	-	21,832	0.91%
Beenext1 Pte Ltd	-	-	-	12,012	6,006	-	-	-	-	-	-	18,018	0.75%
500 Startups III	-	-	6,317	-	-	-	-	-	-	-	-	6,317	0.26 %
Apoletto Asia Ltd	-	-	-	4,215	-	-	-	-	-	-	-	4,215	0.18%
Beenos Asia Pte Ltd	-	-	-	-	-	-	-	-	-	-	-	-	0.00%

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
Agility International Investment LLC	8,004	-	-	-	-	-	-	-	-	-	-	8,004	0.33%
Innoven RTS	-	-	-	-	-	-	-	5,676	-	-	-	5,676	0.24%
Razorpay INC	-	-	-	-	-	-	-	2,668	-	-	-	2,668	0.11%
Innoven India Holdings Pte. Ltd.	-	-	-	-	-	-	-	2,668	-	-	-	2,668	0.11%
QED Innovation Labs LLP	-	-	-	-	-	-	-	267	-	-	-	267	0.01%
Transaction Square	-	-	-	-	-	-	-	134	-	-	-	134	0.01%
BLC & Associates LLP	-	-	-	-	-	-	-	100	-	-	-	100	0.00%
Rahul T Nihalani	-	-	-	-	-	-	-	53	-	-	-	53	0.00%
Varun S Gupta	-	-	-	-	-	-	-	19	-	-	-	19	0.00%
Pranay M Jain	-	-	-	-	-	-	-	19	-	-	-	19	0.00%
Karan Sharma	-	-	-	-	-	-	-	93	-	-	-	93	0.00%
Pankaj Naik	-	-	-	-	-	-	-	93	-	-	-	93	0.00%
Neeraj Shrimali	-	-	-	-	-	-	-	93	-	-	-	93	0.00%
Veer Singh	1,061	-	-	-	-	-	-	-	-	-	-	1,061	0.04%
Glaucus Founders	6,198	-	-	-	-	-	-	-	-	-	-	6,198	0.26%

Share Holders	Equity Shares	Series A CCPS	Series B CCPS	Series B1 CCPS	Series C1 CCPS	Series C2 CCPS	Series C3 CCPS	Series D1 CCPS	Series E CCPS	Series E2 CCPS	Series E3 CCPS	Total No. of Shares on an as-if-converted basis	Total Shareholding (%)
(Vivek Kalra and Nitin Dhingra)													
Pickrr (Gaurav, Ankit, Rhitiman)	39,016	-	-	-	-	-	-	-	-	-	-	39,016	1.63%
Arvind Limited	37,044	-	-	-	-	-	-	-	-	-	-	37,044	1.55%
Glaucus Founders incentives	6,612	-	-	-	-	-	-	-	-	-	-	6,612	0.28%
AFOS LLC	-	-	-	-	-	-	-	-	-	20,913	-	20,913	0.87%
Total	6,98,763	90,781	1,91,845	4,43,100	2,27,033	94,968	81,395	89,255	3,49,207	80,706	50,461	23,97,514	100.00 %

***Notes:**

1. The cap table above excludes Incentive Shares to be allotted to the Senior Management Personnel upon achievement of Milestone 1, Milestone 2 and Milestone 3 in accordance with Clause 12.14 of the Shareholders' Agreement.
2. The cap table above includes Series D1 Incentive Shares to be allotted to the Senior Management Personnel, which will either be granted to them under ESOP or allotted through another legally permissible method.
3. The cap table above excludes incentive shares to be allotted to the founders of Pickrr Technologies Private Limited which shall be up to 0.15% of Equity Shares issued by the Company (in the form of management stock options) for every USD 100 million increase in valuation of the Company (combined with Pickrr Technologies Private Limited), subject to a maximum of 2 (two) years from the closing date (as defined in the Pickrr SPA) or achieving the USD 2,50,00,00,000 valuation of the Company, whichever is earlier and in determining such increase in valuation, consummation of any primary fundraising involving issuance of new equity securities undertaken by the Company shall not be considered.

4. *The cap table above includes incentive shares to be allotted to the founders of Glaucus Supply Chain Solutions Private Limited, which will be granted to them under ESOP.*

SCHEDULE II

**PART A OF SCHEDULE XVII OF THE SERIES E3 SHA
LP AMOUNT, LP SHARES AND SMP INTER-SE RATIO**

Name of Preferred Shareholder	LP Shares*	LP Amount
Series E2 Investors (other than Temasek, LR India, Moore, March and Paypal)	Series E2 CCPS held by the relevant Series E2 Investor	1x of the amount invested by such Series E2 Investor to subscribe to the Series E2 CCPS
Zomato	Equity Shares, Series B CCPS and Series E CCPS held by Zomato	Aggregate of (a) 1x of the amount invested to subscribe to the Series E CCPS; (b) 1x of the amount invested by the transferring shareholder in relation to the Series B CCPS purchased by Zomato under the Zomato SPAs; and (c) INR 334,305,000 on the Equity Shares purchased by Zomato from SMP 1 under the Zomato SPAs.
Temasek	Equity Shares, Series E CCPS and Series E2 CCPS held by Temasek	1x of the amount invested by Temasek to subscribe to the Equity Shares, Series E CCPS and Series E2 CCPS
LR India	Equity Shares, Series B CCPS, Series B1 CCPS, Series E CCPS and Series E2 CCPS held by LR India	Aggregate of (a) 1x of the amount invested by the transferring shareholder in relation to the Series B CCPS and Series B1 CCPS purchased by FI SPC under the Lightrock SPA and subsequently transferred to LR India; (b) INR 185,725,000 on the Equity Shares purchased by Financial Investments SPC from SMP 2 under the Lightrock SPA and subsequently transferred to LR India; and (c) 1x of the amount invested to subscribe to the Series E CCPS and Series E2 CCPS by LR India.
Moonstone	Series E CCPS	1x of the amount invested to subscribe to the Series E CCPS
Darshak	Series E CCPS	1x of the amount invested to subscribe to the Series E CCPS
9Unicorns	Series E CCPS	1x of the amount invested to subscribe to the Series E CCPS
Moore	Series E CCPS, Series E2 CCPS	1x of the amount invested to subscribe to the Series E CCPS and Series E2 CCPS
Other Series E Investors	Series E CCPS	1x of the amount invested to subscribe to the Series E CCPS

Name of Preferred Shareholder	LP Shares*	LP Amount
IEV Fund 1	Series B CCPS	1x of the amount paid by IE Ventures under the Series D1 SPAs for the purchase of the Series B CCPS.
IEV Fund Follow-on 1	Equity Shares, and Series E CCPS held by IEV Fund Follow-on 1	Aggregate of (a) 1x of the amount invested by IE Ventures to subscribe to the Series E CCPS; and (b) INR 111,435,000 on the Equity Shares purchased by IE Ventures from SMP 2 and SMP 3 under the IEV SPA.
Paypal	Series B CCPS, Series D1 CCPS, Series E2 CCPS held by Paypal	Aggregate of (a) 1x of the amount invested to subscribe to the Series D1 CCPS and Series E2 CCPS; and (b) 1x of the amount paid by Paypal under the Series D1 SPAs for the purchase of the Series B CCPS
March	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
Tribe	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
BII	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
Amit	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
Arihant	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
Rajan	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
Milestone	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
NDIH	All classes of CCPS	1x of the amount paid to subscribe to / purchase the relevant CCPS
500 Startups III	Series B CCPS, Series B1 CCPS	1x of the amount paid to subscribe to / purchase the Series B CCPS and Series B1 CCPS.
Beenos Asia	Series B CCPS	1x of the amount paid to subscribe to / purchase the Series B CCPS.
Beenext	Series B1 CCPS, Series C1 CCPS	1x of the amount paid to subscribe to / purchase the Series B1 CCPS and Series C1 CCPS.
AAL	Series B1 CCPS	1x of the amount paid to subscribe to / purchase the Series B1 CCPS
Agility	Equity Shares	1x of the amount paid by Agility for the purchase of the Equity Shares under the Agility SPA

Name of Preferred Shareholder	LP Shares*	LP Amount
RZP	Series D1 CCPS	1x of the amount invested to subscribe to the Series D1 CCPS
Innoven	Series D1 CCPS	1x of the amount invested to subscribe to the Series D1 CCPS
Avendus Investors	Series D1 CCPS	1x of the amount invested to subscribe to the Series D1 CCPS
QED	Series D1 CCPS	1x of the amount invested to subscribe to the Series D1 CCPS
BLC	Series D1 CCPS	1x of the amount invested by the transferring shareholder in relation to the Series D1 CCPS purchased by BLC
TS	Series D1 CCPS	1x of the amount invested by the transferring shareholder in relation to the Series D1 CCPS purchased by TS
AFOS	Series E2 CCPS	1x of the amount invested to subscribe to the Series E2 CCPS
KDT	Series E3 CCPS, KDT Secondary Shares	Aggregate of (a) 1x of the amount invested to subscribe to the Series E3 CCPS, (b) 1x of the liquidation preference available on the KDT Secondary Shares with the respective sellers (being INR 9,21,75,408.63 (Indian Rupees Nine Crores Twenty One Lakhs Seventy Five Thousand Four Hundred and Eight Point Six Three); and (c) INR 2,81,28,32,822.97 (Indian Rupees Two Hundred Eighty One Crores Twenty Eight Lakhs Thirty Two Thousand Eight Hundred and Twenty Two Point Nine Seven)
MUFG	Series E3 CCPS, MUFG Secondary Shares	Aggregate of (a) 1x of the amount invested to subscribe to the Series E3 CCPS, (b) 1x of the liquidation preference available on the MUFG Secondary Shares with the respective sellers (being INR 29,99,906.91 (Indian Rupees Twenty Nine Lakhs Ninety Nine Thousand Nine Hundred and Six Point Nine One)); and (c) INR 115,90,09,042.89 (Indian Rupees One Hundred and Fifteen Crores Ninety Lakhs Nine Thousand and Forty Two Point Eight Nine)
Tribe SPV	Series E3 CCPS, Tribe SPV Secondary Shares	(a) 1x of the amount invested to subscribe to the Series E3 CCPS, (b) 1x of the liquidation preference available on the Tribe SPV Secondary Shares with the

Name of Preferred Shareholder	LP Shares*	LP Amount
		respective sellers (being INR 3,24,37,846 Indian Rupees Three Crore Twenty Four Lakhs Thirty Seven Thousand Eight Hundred Forty Six); and (c) INR 11,28,09,737 (Indian Rupees Eleven Crores Twenty Eight Lakhs Nine Thousand Seven Hundred Thirty Seven)
Veer	Veer Secondary Shares	INR 3,00,11,233.80 (Indian Rupees Three Crores Eleven Thousand Two Hundred Thirty Three Point Eight Zero)
Huddle Collective	Series E3 CCPS, Huddle Secondary Shares	(a) 1x of the amount invested to subscribe to the Series E3 CCPS, and (b) INR 80,61,453.00 (Indian Rupees Eighty Lakhs Sixty One Thousand Four Hundred Fifty Three)
SIG	Series E3 CCPS, SIG Secondary Shares	Aggregate of (a) 1x of the amount invested to subscribe to the Series E3 CCPS, (b) 1x of the liquidation preference available on the SIG Secondary Shares with the respective sellers (being INR 3,13,26,604 (Indian Rupees Three Crores Thirteen Lakhs Twenty Six Thousand Six Hundred and Four)); and (c) INR 85,76,11,233 (Indian Rupees Eighty Five Crores Seventy Six Lakhs Eleven Thousand Two Hundred and Thirty Three)

* For the purpose of this Schedule XVII, CCPS shall include the Equity Shares held by the Preferred Shareholder upon conversion of the CCPS.

SCHEDULE III

SCHEDULE XVI OF THE SERIES E3 SHA DETAILS FOR NOTICES

Name of Party	Details for notice
Company	Name : Shiprocket Private Limited Address: Plot No- B, Khasra No- 360, Sultanpur, New Delhi- 110030 Attention: Saahil Goel Email : saahil.goel@kartrocket.com
SMP 1	Name : Saahil Goel Address: 81A/41, Punjabi Bagh (West), New Delhi – 110026 Email : saahil.goel@kartrocket.com
SMP 2	Name : Gautam Kapoor Address: E-519, Greater Kailash II, New Delhi – 110048 Email: gautam.kapoor@kartrocket.com
SMP 3	Name : Vishesh Khurana Address: M-87, First Floor, Greater Kailash -2, Delhi 110048 Email: vishesh.khurana@kartrocket.com
SMP 4	Name : Akshay Ghulati Address: 1, Shivji Marg, Westend Green Farms, Rangpuri, New Delhi- 110037 Email: companysecretary@shiprocket.com
Nirvana Digital Investment Holding Ltd.	Name : Nirvana Digital Investment Holding Co. Ltd Address: Ebene Esplanade, 24 Cybercity, Ebene, Mauritius Attention: Harish Sumsurooah Email: hsumsurooah@internationalproximity.com
Amit	Name: Amit Patni Address: The Capital - A/1106, G Block, BKC, Bandra East, Mumbai 400 051 Attention: Mr. Amit Patni Email: amit@raayinvestments.com
Arihant	Name: Arihant Patni Address: 310-316, Raheja Chambers, Free Press Journal Marg, Nariman Point Mumbai 400021 Attention: Mr. Arihant Patni Email: arihant.patni@patniadvisors.com
Rajan	Name: Rajan Mehra Address: Flat 6-A Wind Cliffe Apartments, Off Pedder Road, Mumbai 400026 Attention: Mr. Rajan Mehra Email: rmehra@nirvanaventures.in
Milestone	Name: Milestone River Venture Advisory Private Limited Address: A 607, Shelton Sapphire, Plot no 18 & 19, Sector 15, CBD Belapur - 400614 Attention: Mr. Manish Mishra Email: mamishra@sbigroup.com.sg
Tribe 1	Name : Tribe Capital III, LLC, on behalf of its Series - 1 partners Address: 2700 19th Street, San Francisco, CA

Name of Party	Details for notice
	Attention: Arjun Sethi Email: arj@tribecap.co With a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 220 West 42nd Street, Floor 17, New York, NY 10036 Attn: Mr. Ryan Purcell Email: rpurcell@gunder.com
Bertelsmann Nederland B.V.	Name : BERTELSMANN NEDERLAND B.V. Address: Brem 1, 6598 MH Heijen, The Netherlands Attention: Martin Audenaerde Email: Martin.Audenaerde@Bertelsmann.nl With a copy to: Bertelsmann SE & Co. KGaA, Carl-Bertelsmann-Straße 270 33311 Gütersloh Attn: Dr. Martin Dannhoff, LL.M Email: Martin.Dannhoff@bertelsmann.de
Tribe 5	Name : Tribe Capital III, LLC, on behalf of its Series - 5 partners Address: 2700 19th Street, San Francisco, CA Attention: Arjun Sethi Email: arj@tribecap.co With a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 220 West 42nd Street, Floor 17, New York, NY 10036 Attn: Mr. Ryan Purcell Email: rpurcell@gunder.com
Tribe 7	Name : Tribe Capital III, LLC, on behalf of its Series - 7 partners Address: 2700 19th Street, San Francisco, CA Attention: Arjun Sethi Email: arj@tribecap.co With a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 220 West 42nd Street, Floor 17, New York, NY 10036 Attn: Mr. Ryan Purcell Email: rpurcell@gunder.com
Tribe 8	Name : Tribe Capital III, LLC, on behalf of its Series - 8 partners Address: 2700 19th Street, San Francisco, CA Attention: Arjun Sethi Email: arj@tribecap.co

Name of Party	Details for notice
	With a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 220 West 42nd Street, Floor 17, New York, NY 10036 Attn: Mr. Ryan Purcell Email: rpurcell@gunder.com
Tribe 9	Name : Tribe Capital III, LLC, on behalf of its Series - 9 partners Address: 2700 19th Street, San Francisco, CA Attention: Arjun Sethi Email: arj@tribecap.co With a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 220 West 42nd Street, Floor 17, New York, NY 10036 Attn: Mr. Ryan Purcell Email: rpurcell@gunder.com
500 Startups III	Name : 500 Startups III, L.P. Address: 3478 Buskirk Avenue, Suite 1000, Pleasant Hill, CA 94523, United States Attention: Amit Bhatti Email: amit@500startups.com; legal@500startups.com; portfolio@500startups.com
Beenos Asia	Name : Beenos Asia PTE Ltd. Address: 9 Straits View #06 - 07 Marina One West Tower Singapore 018937 Attention: Koji Nakamura Email : investment@beenos.com
Beenext	Name : Beenext1 PTE Ltd. Address: 9 Raffles Place #26-01, Republic Plaza, Singapore 048619 Attention: Teruhide Sato, Hanako Urata Email : investment@beenext.com, hana@beenext.com
MCP3 SPV LLC	Name : MCP3 SPV LLC Address: 725, Arizona Avenue, Suite 304, Santa Monica, CA 90401 Attention: Sumant Mandal Email : sumant@marchcp.com With a copy to Name : Rahul Sood Address: A-39, Friends Colony East, New Delhi – 110065 Email : rahul@rahulsood.in
AAL	Name : Apoletto Asia Ltd Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius

Name of Party	Details for notice
	Attention: Breck Hancock Email : bhancock@dstgservices.com , legal@dstgservices.com
Agility International Investment LLC	Name : Agility International Investment LLC Address: Parcel ID 129-125, Office 32, Owned by Hassan Mohammed Hassan Bin Al-Sheikh, Deira, Port Said, Dubai, United Arab Emirates Attention: Fahad Al Shatti Email : FShatti@agility.com
IE Venture Fund I	Name : IE Venture Fund I Address: GF- 12A, 94 Meghdoot Building, Nehru Place, New Delhi-110019, India Attention: Kitty Agarwal Email : kitty@Infoedgeventures.com
IE Venture Fund Follow-On I	Name : IE Venture Fund Follow-On I Address: GF- 12A, 94 Meghdoot Building, Nehru Place, New Delhi-110019, India Attention: Kitty Agarwal Email : kitty@Infoedgeventures.com
PayPal, Inc.	Name : PayPal, Inc. Address: 2211 North First Street, San Jose, CA 95131 Attention: Vice President, Corporate Development Fax: (408) 824-1306 Email : psanborn@paypal.com With copy to: Name : PayPal, Inc. Address: 2211 North First Street, San Jose, CA 95131 Attention: Chief Legal Officer Fax: (408) 824-1306 Email : CorpLegal@paypal.com
Razorpay Inc.	Name : Razorpay Inc. Address: 1049, El Monte Ave Ste C, #538, Mountain View, CA, 94040, USA Attention: Harshil Mathur Email : harshil@razorpay.com ; investee-portfolio@razorpay.com
Innoven India Holdings Pte. Ltd.	Name : Innoven India Holdings Pte. Ltd. Address: 138 Market Street, #27-01, CapitaGreen, Singapore 048946 Attention: Mr. Ashish Sharma & Ms. Tarana Lalwani Email : ashish@innovencapital.com / tarana@innovencapital.com
QED Innovation Labs LLP	Name : QED Innovation Labs LLP Address: 404, Uphar 2 CHS Ltd., Plot No.5, BHD Sanjeeva Enclave, 7 Bunglows, Near Juhu Circle, Mumbai, Maharashtra, 400061, India. Attention: Mr. Kunal Naresh Shah/ Mr. Rohan Shah Naresh Email : qedinnovationlabsllp@gmail.com

Name of Party	Details for notice
Avendus Investors	Name : Varun S Gupta Address: Flat no 1210, Wing-C, Sea Queen Excellency, Plot no 63 to 65, Sector 44A, Navi Mumbai – 400706 Email : varungupta9@gmail.com
Zomato Limited	Name: Zomato Limited Address: Ground Floor, 12A, 94 Meghdoot, Nehru Place, New Delhi 110019, India Attention: Deepinder Goyal Email id: legal@zomato.com <u>With a copy to:</u> Attention: General Counsel E-mail: damini.bhalla@zomato.com <u>With a copy to:</u> Attention: Company Secretary E-mail: sandhya.sethia@zomato.com
Temasek	Name : MacRitchie Investments Pte. Ltd. Address: 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891 Attention: CHAN Si Hui, Nishant Chandra Email : sihui@temasek.com.sg, nishant@temasek.com.sg
LR India	Name : LR INDIA FUND I S.a.r.l., SICAV-RAIF Address: 3, Rue Jean Piret, L-2350 Luxembourg Attention: CARNE GLOBAL FUND MANAGERS (LUXEMBOURG) S.A. Email : investmentoperationslux@carnegroup.com with copies (which shall not be deemed to be notice) to: legal.india@lightrock.com compliance.india@lightrock.com
Do Moonstone Advisors LLP	Name : Do Moonstone Advisors LLP Address: 203/204, B Wing Mittal, Commercial Off, Andheri Kurla Road, Andheri East, Mumbai 400059 Email : soumyargolchha@gmail.com, anil.jain@wallfort.com
Darshak Rameshchandra Shah	Name: Darshak Rameshchandra Shah Address: Plot No.1887 Rupani Circle, opp. Safal Apartment, Bhavnagar 364001 Email: darshakshah@madhusilica.com
9Unicorns Accelerator Fund-I	Name: 9Unicorns Accelerator Fund-I Address : B Wing, 9th Floor, Unit No 1, Times Square, Marol Metro Station, Andheri East, Mumbai- 400059, Maharashtra , India. Attention : Venture Catalysts Accelerator LLP Email ID: drapoorvaranjansharma@9unicorns.in, rishabhg@100unicorns.in. Contact No.: 022 28510071
Moore Strategic Ventures, LLC	Name : Moore Strategic Ventures, LLC Address: 11 Times Square, New York, NY 10036

Name of Party	Details for notice
	Email : legal.notices@moorecap.com
Other Series E Investors	As set out in Annexure B
BLC	Name : BLC & Associates LLP Address: J 7/8A, DLF phase 2, Gurugram, 122002 Attention: Karan Kalra Email : karan@bombaylawchambers.com
TS	Name: Transaction Square LLP Address: 5 th Floor, UrbanWrk, Sai Radhe, Behind Sheraton Grand, Pune 411 001, Maharashtra, India. Attention: Mr. Girish Vanvari Email id: Girish.Vanvari@transactionsquare.in
Arvind	Name: Arvind Limited Address: Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat Attention: Jayesh Shah Email ID: jayesh.shah@arvind.in
AFOS	Name: AFOS, LLC Address: Level 24, One Raffles Quay, South Tower, 048583 Singapore Attention: Ms. Rita Kriz, Deputy General Counsel, Asia, Email ID: rita_kriz@mckinsey.com ; afos-equity@mckinsey.com
KDT	Name: KDT Venture Holdings, LLC Address: c/o Koch Disruptive Technologies, LLC, 4111 East 37th Street North, Wichita, Kansas 67201, United States of America Attention: Nick Hoffman, Chief Counsel Email ID: kdtlegalnotices@kochind.com
MUFG	Name: MUFG Bank Limited Address: 2-7-1 Marunouchi, Chiyoda-ku, Tokyo 100-8388, Japan Attention: Mr. Kenta Yoshida Email ID: Kenta_Yoshida@in.mufg.jp ; chun_ping_chang@mufg.jp ; manami_2_takahashi@mufg.jp ; and GANESHA_FUND_PF@mufg.jp
Tribe SPV	Name: Tribe Capital Firstlook SHP-04, L.P Address: 5940 S Rainbow Blvd. Ste. 400 PMB 84487, Las Vegas, NV 89118-2507 Attention: Legal Team Email ID: legal@tribecap.co ; accounting@tribecap.co
Veer Singh	Name: Veer Singh Address: 63A, 2 nd Floor, Block – I, Lajpat Nagar – 1, New Delhi – 110024 Email ID: veersingh@yahoo.com
SIG	Address: 251 Little Falls Drive Wilmington, DE, 19808 USA Email: SEAsiaFund-India@sig.com For the attention of: Michael Spolan, copy to: Sai Araveti, May Yii Sim, Ching Sing So

SCHEDULE IV

SCHEDULE XX OF THE SERIES E3 SHA

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [●] **BETWEEN:**

1. [●] (“[Other Series E3 Investor /SIG]”); and
2. **SHIPROCKET PRIVATE LIMITED**, a private limited company incorporated under the (Indian) Companies Act, 1956, and having its registered office at Plot No- B, Khasra No - 360 Sultanpur Delhi, South Delhi, Delhi – 110030 and having CIN U72900DL2011PTC225614 (“**Company**”).

WHEREAS:

- (A) The [Other Series E3 Investor /SIG] Investor has agreed to subscribe to [●] Series E3 CCPS of the Company and purchased [●] Shares from certain existing Shareholders of the Company pursuant to securities subscription agreement dated [●] executed between the Company, Senior Management Personnel and the [Other Series E3 Investor /SIG] and share purchase agreements dated [●] between the Company, the [Other Series E3 Investor /SIG] and [●].
- (B) The [Other Series E3 Investor /SIG] shall adhere to an agreement entitled “Shareholders Agreement” dated _____ 2024 made between the parties named therein and as amended from time to time (the “**Shareholders Agreement**”) by which the Shareholders agreed provisions relating to the ownership of the Company and the conduct of its business.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Deed (including the Recitals and Schedule hereto), unless the subject or context otherwise requires, words defined in the Shareholders Agreement and the principles of interpretation set out in the Shareholders Agreement shall have the same meanings when used herein.

2. REPRESENTATIONS AND WARRANTIES

The [Other Series E3 Investor /SIG] represents and warrants to each of the other parties as follows:

2.1. Status

It is an entity duly established and existing under the laws of the jurisdictions stated on page 1 of this Deed and has the power and authority to own its assets and to conduct the business

which it conducts and/or proposes to conduct.

2.2. Powers

It has the power (a) to enter into, exercise its rights and perform and comply with its obligations under this Deed and (b) to act as a Shareholder of the Company.

2.3. Authorisation and Consents

All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order (a) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Deed and the Shareholders Agreement are valid, legally binding and enforceable and (b) to make this Deed and the Shareholders Agreement admissible in evidence in the courts of the jurisdiction in which it is incorporated have been taken, fulfilled and done.

2.4. Non-Violation of Laws etc.

Its entry into, exercise of its respective rights and/or performance of or compliance with their respective obligations under this Deed and the Shareholders Agreement and the purchase of the Shares do not and will not violate or exceed any restriction imposed by (a) any laws and regulations binding on it to which it is subject or (b) its Memorandum or Articles, as the case may be.

2.5. Obligations Binding

Its obligations under this Deed and the Shareholders Agreement are valid, binding and enforceable.

2.6. Non-Violation of Other Agreements

Its entry into, exercise of its rights and/or performance of or compliance with its respective obligations under this Deed and the Shareholders Agreement and the purchase of the Shares do not and will not violate any agreement to which it is a party which is binding on its assets.

3. NOTICES

The address and facsimile number designated by the New Shareholder for the purposes of Clause [●] (*Notices*) of the Shareholders Agreement are:

Address: [●]

Email ID: [●]

Attention: [●]

4. ASSIGNMENT AND TRANSFER

The parties hereto hereby acknowledge and agree that, save as provided in the Shareholders Agreement, no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of the other parties.

5. RIGHTS AND OBLIGATIONS OF NEW SHAREHOLDER

5.1. The [Other Series E3 Investor /SIG] hereby confirms that a copy of the Shareholders Agreement and the Articles have been made available to it and hereby covenants with the continuing Shareholders and the Company to observe, perform and be bound by all the obligations and shall be entitled to the rights and benefits as available to the Series E3 Investors, who are not Major Investors. **[Note to draft:** *If any of the new investors will qualify as a major investor, this will need to be modified accordingly.*]

5.2. The LP Amount of the [Other Series E3 Investor /SIG] for the purpose of Schedule [●] of the Shareholders Agreement is as set out below:

[●]

5.3. [The [Other Series E3 Investor /SIG] shall be deemed, with effect from the date on which the [Other Series E3 Investor /SIG] is registered as a member of the Company, to be a Party to the Shareholders Agreement and to be bound by all the terms thereof and as if the [Other Series E3 Investor /SIG] had executed the Shareholders Agreement.] **[Note to draft:** *To be deleted if the investor is an existing shareholder of the Company.*]

6. GENERAL PROVISIONS

The provisions of Clauses 17 (*Notices*), 18 (*Confidentiality*) and 19 (*Governing Law and Dispute Resolution*) the Shareholders Agreement shall apply *mutatis mutandis* to this Deed as if expressly set out herein.

7. COUNTERPARTS

This Deed may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any party hereto may execute this Deed by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“*.pdf*”) shall be as effective as signing and delivering the counterpart in person.

IN WITNESS whereof this Deed has been entered into the day and year first before written.

Signed by)
a duly authorised representative of the [Other Series E3 Investor /SIG])
)

_____.Signature)

Signed by)

a duly authorised representative of the Company)

)

_____.Signature)

SCHEDULE V
REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to the other that:

- 1.1 It has obtained all authorizations and all other applicable regulatory approvals and Consents required to empower it to enter into and perform its obligations under this Addendum Agreement.
- 1.2 This Addendum Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party, and all Consents and corporate approvals and authorizations on the part of such Party and its officers, directors and shareholders necessary for the authorization, execution and delivery of, and the performance of all of its obligations under this Addendum Agreement have been obtained and are duly effective and certified copies of all such corporate approvals and authorizations along with all supporting notices have been furnished to the other party.
- 1.3 The execution, delivery and performance of its obligations under this Addendum Agreement do not and will not: (a) contravene their respective memorandum or articles of association or other constitutive documents or provisions; (b) contravene any Applicable Laws, regulation or order of any Governmental Authority, official body or agency, including any judgment or decree of any court having jurisdiction over it; (c) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets; or (d) result in infringement of the Intellectual Property of any third party.
- 1.4 There are no other commitments under any Applicable Law or agreements entered into by it which may be in breach of the terms of this Addendum Agreement or the obligations of such party hereunder.
- 1.5 There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to the best knowledge of such Party, threatened or anticipated against such Party which may prejudicially affect its holding of Shares or the due performance or enforceability of this Addendum Agreement or any obligation, act, omission or transactions contemplated hereunder; and
- 1.6 The representations and warranties contained in Clauses 1.1 to 1.5 hereof are given and made on and as of the Addendum Execution Date and shall survive the execution and delivery of this Addendum Agreement.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For **Shiprocket Private Limited**

The image shows a handwritten signature in blue ink that reads "Saahil Goel". To the right of the signature is a circular blue ink stamp. The text "Shiprocket Private Limited" is written around the perimeter of the circle, and a small five-pointed star is located at the bottom center of the circle.

Name: Saahil Goel

Designation: MD & CEO

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.



Name: Vishesh Khurana

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in blue ink, reading "Saahil Goel", is positioned above a horizontal line. The signature is written in a cursive style with a small flourish at the end.

Name: Saahil Goel

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in blue ink, appearing to be 'G. Kapoor', written over a light blue grid background.

Name: Gautam Kapoor

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in blue ink, appearing to be 'Akshay Ghulati', written over a horizontal line.

Name: Akshay Ghulati

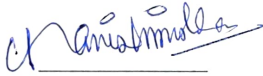
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

Name: **Arihant Patni**

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

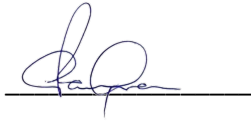
For Milestone River Venture Advisory Private Limited

A handwritten signature in blue ink, appearing to read 'Manish Mishra', written over a horizontal line.

Name: MANISH MISHRA
Designation: DIRECTOR

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For **Nirvana Digital Investment Holding Ltd.**

A handwritten signature in blue ink, appearing to read 'Nishal', is written over a horizontal line.

Name: Nishal Ramharac

Designation: Director

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For BERTELSMANN NEDERLAND B.V.

 *D. Pielsticker*

Names: Martin Audenaerde and Deniz Pielsticker

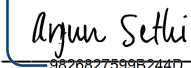
Designation: Managing Directors / Bestuurders

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For Tribe Capital III, LLC – Series 1

By: Tribe Capital Partners III, LLC

Its: Manager

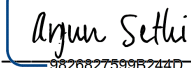
Signed by:
By: 
9826827599B244D...
Name: Arjun Sethi
Title: Manager

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For Tribe Capital III, LLC – Series 5

By: Tribe Capital Partners III, LLC

Its: Manager

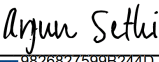
Signed by:
By: 
9826827599B244D...
Name: Arjun Sethi
Title: Manager

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For Tribe Capital III, LLC – Series 7

By: Tribe Capital Partners III, LLC

Its: Manager

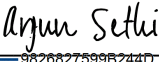
Signed by:
By: 
9826827599B244D...
Name: Arjun Sethi
Title: Manager

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For Tribe Capital III, LLC – Series 8

By: Tribe Capital Partners III, LLC

Its: Manager

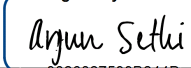
Signed by:
By: 
Name: Arjun Sethi
Title: Manager

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For Tribe Capital III, LLC – Series 9

By: Tribe Capital Partners III, LLC

Its: Manager

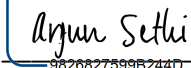
Signed by:
By: 
9526827599B244D...
Name: Arjun Sethi
Title: Manager

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

Tribe Capital Firstlook SHP-04, L.P.

By: Tribe Capital Firstlook SHP-04 GP, LLC

Its: General Partner

Signed by:
By: 
9826827599B244D...
Name: Arjun Sethi
Title: Managing Member

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For MCP3 SPV LLC

Signed by:

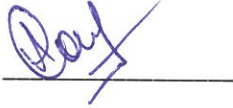
0F9DFBC6841242A...

Name: Sumant Mandal

Designation: Managing Partner

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

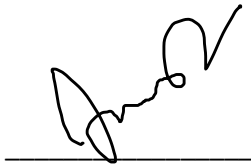
For ZOMATO LIMITED



Name: AKSHANT GOYAL
Designation: CFO

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For MACRITCHIE INVESTMENTS PTE. LTD.

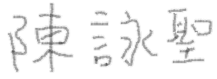
A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

Name: Juliet TEO JS

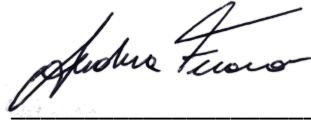
Designation: Authorised Signatory

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

For LR INDIA FUND I S.a.r.l., SICAV-RAIF by its alternative investment fund manager, CARNE GLOBAL FUND MANAGERS (LUXEMBOURG) S.A.



Authorised signatory



Authorised signatory

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

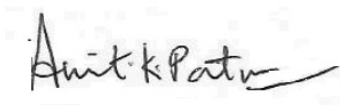
For KDT VENTURE HOLDINGS, LLC



Name: Celeste Dauner

Designation: Managing Director

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in black ink, appearing to read "Amitk Patni", with a long horizontal flourish extending to the right.

Name: **Amitkumar Gajendrakumar Patni**

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

Huddle Collective,



Name: SANIL SACHAR

Designation: PARTNER

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

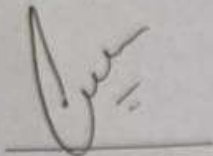
For MUFG BANK, LTD.

A handwritten signature in dark ink, appearing to read 'Mari Onodera', is written over a horizontal line.

Name: Mari Onodera

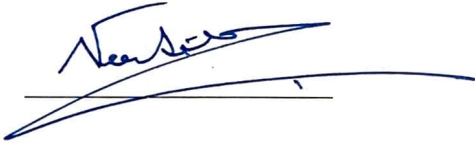
Designation: Managing Director, Deputy Head of Global Corporate & Investment Banking Planning Division

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in black ink, appearing to read 'Rajan Mehra', is written over a horizontal line.

Name: Rajan Mehra

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Addendum Agreement, and all the original copies hereto, on the date first above written.

A handwritten signature in blue ink, appearing to read 'Veer Singh', is written over a horizontal line.

Name: **Veer Singh**