INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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सत्यमेव जयते

Certificate No.	:	IN-DL80090020840589T
Certificate Issued Date	:	29-May-2021 09:37 AM
Account Reference	:	IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL73210359130427714377T
Purchased by	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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सत्यमेव जयते

Certificate No.	:	IN-DL80090119013809T
Certificate Issued Date	:	29-May-2021 09:37 AM
Account Reference	:	IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL73210359130497[illegible]
Purchased by	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	BIGFOOT RETAIL SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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Statutory Alert

1. The [illegible]
Any discrepancy [illegible]
2. The onus of checking the legitimacy [illegible]
3. In case of any discrepancy please inform the Competent Authority.

Dated as of June 18, 2021

TRIBE CAPITAL III, LLC, on behalf of its Series 7 Partners
at 2700 19th Street, San Francisco,
California 94110
Attention: General Counsel

Re: ***Management Rights Letter Regarding Certain Rights of Tribe***

Ladies and Gentlemen:

In connection with, (a) the subscription by Tribe Capital III LLC, on behalf of its Series 7 Partners ("Tribe") (including through its subsidiaries or parent entity) to 21,344 (Twenty One Thousand Three Hundred and Forty Four) Series D1 compulsorily convertible preference shares of the Company pursuant to the terms of the Series D1 share subscription agreement dated as of June 18, 2021, by and among the Company, Tribe, the Promoters (*as defined below*) and other parties named therein (the "Subscription Agreement"), and (b) the execution of a shareholders' agreement between the Company, Tribe, the Promoters and other parties named therein (the "Shareholders' Agreement"), (the Shareholders' Agreement and the Subscription Agreement, collectively referred to as the "Transaction Agreements"; Saahil Goel, Gautam Kapoor and Vishesh Khurana collectively referred to as the "Promoters"; and the Company, Tribe and the Promoters shall collectively be referred to as the "Parties" and individually as a "Party"). The Company, the Promoters and Tribe hereby covenant and agree that:

1. *CFC/ PFIC*.

(a) Neither the Company nor any entity which the Company controls (each a "Group Company") currently is, nor has at any time in the current taxable year been, nor will become as a result of the transactions contemplated under the Transaction Agreements, a "controlled foreign corporation" ("CFC") or a "passive foreign investment company" ("PFIC"), in each case as defined in the U.S. Internal Revenue Code of 1986, as amended (the "Code"). No Group Company anticipates that it will become a CFC or PFIC for the current taxable year or any future taxable year. Each Group Company is treated as a corporation for U.S. federal income tax purposes, and no Group Company is treated as a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code.

(b) The Company shall not, and the Promoters shall cause the Company not to, take any action inconsistent with the treatment of any Group Company as a corporation for U.S. federal income tax purposes or elect to treat any Group Company as an entity other than a corporation for U.S. federal income tax purposes. The Company shall, and the Promoters shall cause the Company to, use, and shall cause each other Group Company to use, commercially reasonable efforts to avoid classification as a PFIC or a CFC (to the extent in the Company's reasonable control), for the current year or any subsequent year. The Company shall immediately provide Tribe with a written notice if it determines any Group Company is a PFIC or CFC or if a shareholder of the Company notifies the Company that it has determined any Group Company is a PFIC or a CFC. Such notice shall include a reasonably detailed analysis of the determination that the Group Company has become a PFIC or a CFC (or in the case of a shareholder determination, the Company shall use its commercially reasonable efforts to obtain and deliver to Tribe the shareholder's analysis of such determination). Any time at which the Company is not a CFC, without Tribe's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall, and the Promoters shall cause the Company to, not directly or indirectly acquire (i) interests in a U.S. domestic partnership or trust or (ii) 50% or more of the value of stock of a U.S. domestic corporation.

(c) Within ninety (90) days from the end of each taxable year of the Company, the Company shall make due inquiry with its tax advisors regarding its and any other Group Company's status as a PFIC, and if the Company is informed by its tax advisors that any such entity has become a PFIC, or that there is a likelihood of any such entity being classified as a PFIC for any taxable year, the Company shall promptly notify Tribe of such status or risk, as the case may be. The Company shall, and the Promoters shall cause the Company to, make available to Tribe upon request, the books and records of the Company and any other Group Company, and to provide information to Tribe pertinent to the Company's or any other Group Company's status or potential status as a PFIC, or as may be pertinent in connection with filing a PFIC "protective statement" pursuant to U.S. Treasury Regulation Section 1.1295-3 or to comply with any reporting or other requirements incident to such statement. Upon a determination by the Company, Tribe or any taxing authority that the Company or any other Group Company has been or is likely to become a PFIC, the Company shall, and the Promoters shall cause the Company to, provide Tribe with all information reasonably available to the Company or any other Group Company to permit Tribe to (i) accurately prepare all tax returns and comply with any reporting requirements as a result of such determination and (ii) make any election (including, without limitation, a "qualified electing fund" election under Section 1295 of the Code), with respect to the Company or any other Group Company, and comply with any reporting or other requirements incident to such election. If a determination is made by the Company, Tribe or any taxing authority that the Company or any other Group Company is or may be a PFIC for a particular year, then for such year and for each year thereafter, the Company shall, and the Promoters shall cause the Company to, also provide Tribe with a completed "PFIC Annual Information Statement" as required by U.S. Treasury Regulation Section 1.1295-1(g) or otherwise comply with applicable U.S. Treasury Regulation requirements.

(d) Within ninety (90) days from the end of each taxable year of the Company, the Company shall make due inquiry with its tax advisors regarding its and any other Group Company's status as a CFC. If the Company determines that the Company (or any other Group Company) is a CFC (or if Tribe, on advice of counsel, or a taxing authority has so determined), it shall, and the Promoters shall cause the Company to, (A) promptly inform Tribe of such determination, (B) use, and cause each Group Company to use, commercially reasonable efforts to avoid generating "subpart F income" as defined in Section 952 of the Code ("Subpart F Income"), and (C) provide Tribe with the amount of (and its allocable share of) any Subpart F Income, any amount described in Section 951A of the Code, any amount described in Section 951(a)(1)(B) and 956 of the Code, and earnings and profits (as determined for U.S. federal income tax purposes) generated by such entity during such taxable year. The Company shall, and the Promoters shall cause the Company to, provide Tribe upon its reasonable request with (I) all information pertinent to the Company's or any other Group Company's status or potential status as a CFC, including the Company's (or any other Group Company's) capitalization table and information relating to the transfer of any equity interests of the Company (or any other Group Company) and the issuance or redemption by the Company (or any other Group Company) of any equity interests if such transfer reasonably could be expected to be material to the Company's CFC status and (II) all information necessary to satisfy the U.S. income tax return filing requirements of Tribe arising from its investment in the Company and relating to the Company or any other Group Company's classification as a CFC.

(e) The Company shall, and the Promoters shall cause the Company to, comply and shall cause each of the other Group Companies to comply with all record-keeping, reporting, and other requests necessary for the Company and the other Group Companies to allow Tribe to comply with any applicable U.S. federal income tax laws.

2. ***ACKNOWLEDGEMENT OF RIGHTS***

(a) The Parties agree and acknowledge that the covenants, rights and obligations of the Parties set out in this letter agreement are binding on, and enforceable against, the respective Parties, and are essential and integral to Tribe's decision to invest in the Company and enter into the Transaction Agreements.

(b) Notwithstanding anything to the contrary in the Transaction Agreements, the Parties agree and acknowledge that the covenants, rights and obligations of the Parties in this letter agreement are independent to the terms of the Transaction Agreements and shall not be diminished or modified by any amendment, restatement, termination or expiry of the Transaction Agreements. In the event of conflict between any Transaction Agreement and this letter agreement, the Parties agree that this letter agreement will prevail.

(c) The Company and the Promoters agree to undertake all necessary actions to give effect to the terms of this letter agreement, including but not limited to obtaining required approvals from third parties and/ or shareholders of the Company.

3. *MISCELLANEOUS*.

(b) <u>Effective Date and Termination</u>. This letter agreement will be effective immediately upon execution of this letter agreement. Tribe's rights under this letter agreement shall terminate upon Tribe ceasing to hold any securities of the Company. It is clarified that in the event of the consummation of a qualified initial public offering of the securities of the Company, the Company and the Promoters shall on a best efforts basis undertake measures to give effect to Tribe's rights under this letter agreement.

(c) Terms used in capitalized form in this letter and not defined herein shall have the meaning assigned to them in the Shareholders' Agreement and /or articles of association of the Company, amended or restated from time to time.

(d) <u>General</u>. This letter agreement may not be amended, waived or otherwise modified without the written consent of the Company, the Promoters and Tribe. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Clause 19 (*Governing Law and Dispute Resolution*) of the Shareholders' Agreement shall *mutatis mutandis* apply to this letter agreement.

[*The remainder of this page is intentionally left blank.*]

Very truly yours,

BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED

By: ____________________

Name: Saahil Goel

Title: CEO& Director

[SIGNATURE PAGE TO MANAGEMENT RIGHTS LETTER REGARDING CERTAIN RIGHTS OF TRIBE]

GAUTUM KAPOOR

____

VISHESH KHURANA

____

[**Signature Page to Management Rights Letter Regarding Certain Rights of Tribe**]

SAAHIL GOEL

____

[SIGNATURE PAGE TO MANAGEMENT RIGHTS LETTER REGARDING CERTAIN RIGHTS OF TRIBE]

Agreed and accepted:

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

DocuSigned by:

By: Arjun Sethi
765871 2C63204A5...
Name: Arjun Sethi
Title: Member

Annex 1

1. All Notices given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; or (ii) when sent by confirmed facsimile delivery. All Notices shall be sent to the addresses set forth below (or at such other addresses as shall be specified by written notice to the Company).

   Notice address:

   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 simultaneous 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

2. Upon sending of any Notice, a telephone call or email shall be simultaneously placed and sent, respectively, to the Representative's then current Tribe work telephone and work email address as available with the Company.