



महाराष्ट्र MAHARASHTRA

2022

21AA 205891



जिल्हा कोषागार कार्यालय, ठाणे
12 SEP 2022
मुद्रांक प्रमुख लिपीक

THIS STAMP PAPER CONSTITUTES AN INTEGRAL
PART OF THE AMENDMENT TO THE SHARE
SUBSCRIPTION AGREEMENT

AMENDMENT TO THE SHARE SUBSCRIPTION AGREEMENT

This Amendment Agreement (“**Amendment Agreement**”) executed on this 14th day of September, 2022 (“**Amendment Execution Date**”) by and between:

- (1) **Qure.AI Technologies Private Limited**, a private limited company incorporated and existing under the laws of India and having its registered office at Level 7, Oberoi Commerz II, Goregaon East, Mumbai 400063, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

- (2) **Fractal Analytics Private Limited**, a private limited company incorporated and existing under the laws of India and having its registered office at Level 7, Commerz II, Goregaon East, Mumbai 400063 (hereinafter referred to as “**Fractal**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

- (3) **Prashant Warier**, an adult Indian citizen and currently residing at P01/08, Yarrow Building, Nahar Amrit Shakti, Chandivali Mumbai 400072 (hereinafter referred to as the “**Management Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his successors, legal heirs and permitted assigns);

AND

- (4) **TeamFund, LP**, incorporated under the laws of Cayman Islands and having its registered office at Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands (hereinafter referred to as the “**Series C Investor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Company, the Management Shareholder, Fractal and the Series C Investor are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Company, Fractal, the Management Shareholder and the Series C Investor have executed a share subscription agreement dated June 27, 2022 (“**Existing SSA**”) in relation to subscription of the Subscription Securities (*as defined in the Existing SSA*) by the Series C Investor (*as defined in the Existing SSA*).
- B. The Parties are now entering into this Amendment Agreement for the purpose of recording certain amendments to accurately reflect the understanding of the Parties with respect to the Existing SSA.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

Capitalized terms used in this Amendment Agreement, but not defined hereunder shall have the meaning set out in the Existing SSA.

- 1.2 **Interpretation:** The rules of interpretation as set out in Clause 1.2 of the Existing SSA shall *mutatis mutandis* apply to this Amendment Agreement.

2. AMENDMENTS TO THE EXISTING SSA

- 2.1 The definition of ‘Milestone’ under Clause 1.1 of the Existing SSA shall stand deleted.
- 2.2 The definition of ‘Revenue Target’ under Clause 1.1 of the Existing SSA shall stand deleted.
- 2.3 The following amendments shall be made in Schedule II of the Existing SSA:
- (a) Paragraph II of Part A of Schedule II of the Existing SSA shall stand deleted.
 - (b) Paragraph IV of Part B of Schedule II of the Existing SSA shall stand deleted.
- 2.4 The following amendments shall be made in Schedule V of the Existing SSA:
- (a) Paragraph 3.1.3 (ii) and Paragraph 3.1.3 (iii) of Schedule V of the Existing SSA shall stand deleted.
 - (b) Paragraph 4 of Schedule V of the Existing SSA shall stand deleted.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each of the Parties hereby severally represents and warrants, that:
- (a) it has the power and authority to execute, deliver and perform this Amendment Agreement; and
 - (b) the Amendment Agreement has been duly and validly executed by it and constitutes legal, valid and binding obligations of it, enforceable against it in accordance with its terms.

4. MISCELLANEOUS

- 4.1 The Parties hereby agree that this Amendment Agreement together with the Existing SSA, constitute the full and entire understanding and agreement between the Parties from the Amendment Execution Date.
- 4.2 This Amendment Agreement may be executed in counterparts and the Parties may enter into this Amendment Agreement by executing and delivering a counterpart. Each counterpart constitutes the agreement of the Party who has executed and delivered that counterpart and all counterparts together shall constitute one and the same instrument. Scanned signatures are taken to be valid and binding to the same extent as original wet-ink signatures. This Amendment Agreement may also be executed and delivered (including by electronic mail in portable document format or .pdf format (“PDF”)) in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Amendment Agreement by signing any one or more of such originals or counterparts. If any signature is delivered by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature were an original thereof.

- 4.3 The provisions of this Amendment Agreement shall modify the agreement and understanding set forth in the Existing SSA only to the limited extent set out herein. Except as specifically and expressly provided under this Amendment Agreement, all other provisions of each of the Existing SSA shall remain unchanged and in full force and effect, and shall continue to remain applicable and binding on Parties thereto and hereto. Any reference to the Existing SSA in any other agreement or document shall be deemed to mean a reference to the Existing SSA, as amended (to the limited extent herein) by this Amendment Agreement.

[Signature pages follow]

Signed and Delivered

For and behalf of **QURE.AI TECHNOLOGIES PRIVATE LIMITED**

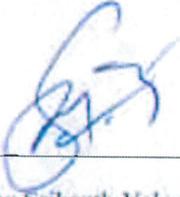


By: Prashant Warier

Designation: Founder & CEO

Signed and Delivered

For and behalf of **FRACTAL ANALYTICS PRIVATE LIMITED**



By: Srikanth Velamakanni

Designation: Whole-Time Director

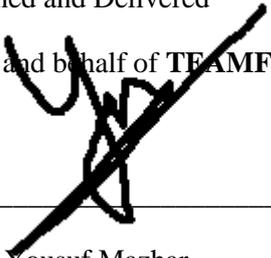
Signed and Delivered

PRASHANT WARIER

A handwritten signature in black ink, appearing to read 'Prashant Warier', is written above a horizontal line.

Signed and Delivered

For and behalf of **TEAMFUND, LP**



By: Yousuf Mazhar

Designation: Managing Partner