

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16186890441560



Bank/Branch: ANDHERI EAST MUMBAI

Pmt Txn Id : S57939348

Pmt DtTime : 30-07-2018 17:23:07

District : 7101/MUMBAI

ChallanIdNo: 02901792707201822145

Stationery No : 16186890441560

Print DtTime : 31-07-2018 12:12:46

Office Name : IGR182/BOM1_MUMBAI CITY 1
SUB R

GRAS GRN : MH004540278201819S

GRN Date : 30/07/2018

StDuty Schm: 0030045501

StDuty Amt : Rs 1,40,000/-

(RS ONE LAKH FORTY THOUSAND ONLY)

RgnFee Schm:

Article : 5(H) (A) (IV)/AGREEMENT CREATING RIGHT & HAVING MONETARY VALUE

Prop Mvblty: N

VALUE : 68000000

Prop Descr :

Duty Payer : PAN-AAACF4502D, FRACTAL ANALYTICS PRIVATE LIMITED

Other Party: PAN-AAGCC5469E, CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED

Nishant Mishra
 31/07/18
 NISHANT MISHRA
 Bank official1 Name & Signature



M. KRISHNAMURTHY
 M. KRISHNAMURTHY
 Bank official2 Name & Signature

Bank official2 Name & Signature

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BUSINESS TRANSFER AGREEMENT

BETWEEN

FRACTAL ANALYTICS PRIVATE LIMITED

AND

CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED

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BUSINESS TRANSFER AGREEMENT

This business transfer agreement (“**Agreement**”) is entered into this 1st day of August, 2018, at Mumbai.

BETWEEN

FRACTAL ANALYTICS PRIVATE LIMITED, a company incorporated in India under the provisions of the Companies Act, 1956, having its registered office at 7th Floor, Silver Metropolis, Western Express Highway, Goregaon (East), Mumbai- 400 063 and bearing CIN U72400MH2000PTC125369 (hereinafter referred to as the “**Seller**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **One Part**;

AND

CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having its registered office in India at 1st Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East) Mumbai - 400063 and bearing CIN U74999MH2016PTC283206 (hereinafter referred to as the “**Buyer**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and permitted assigns) of the **Other Part**.

The Seller and the Buyer are, wherever the context so requires, hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS:

- A. The Seller is, *inter alia*, engaged in the business of providing data analytics services solutions, database design and support, custom reporting, business strategy and consulting.
- B. The Buyer is, *inter alia*, engaged in the business of developing and providing artificial intelligence driven solutions.
- C. The Buyer is desirous of purchasing from the Seller, and the Seller intends to transfer to the Buyer, the Business (as defined below) on a “slump sale” basis and as a whole and on a going concern basis, on the terms and subject to the conditions set out herein below.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be bound legally, agree as follows:



ARTICLE 1
DEFINITIONS AND CONSTRUCTION

1.1 Definitions

When used in this Agreement, the defined terms set forth in this ARTICLE 1 shall have, unless otherwise required by the context thereof, the following meanings:

- 1.1.1 “**Agreement**” shall mean this Business Transfer Agreement including the Annexures hereto, and shall include any modifications of this Agreement as may be mutually agreed by the Parties in writing.
- 1.1.2 “**Assumed Liabilities**” shall mean the liabilities relating to the Business, which have been agreed to be assumed by the Buyer, but excluding the Excluded Liabilities.
- 1.1.3 “**Authorities**” shall mean any national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) or any quasi-governmental or private body or any political, legislative, executive or administrative body, municipality or any local or other authority, regulatory authority, court, tribunal or arbitral tribunal exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any powers conferred by Law in India or any other applicable jurisdiction (including the jurisdictions in which the Parties and/or its subsidiaries are incorporated and/or carry on any business or activities), and shall include, without limitation, the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same or any governmental or political subdivision thereof, the Reserve Bank of India, the Registrar of Companies, the relevant authorities for Business IPR and relevant authorities for employment benefits and under applicable employment and labour statutes.
- 1.1.4 “**Business**” shall mean the business activities carried out by the Seller in relation to the intangible assets being developed under the trade name ‘Cuddle/Cuddle AI’ by engaging the Employees and the consultants, if any, and comprising of the Business Assets and the Assumed Liabilities.
- 1.1.5 “**Business Assets**” shall mean all assets relating to the Business including the following, but excluding the Excluded Assets:
- (a) the rights, interests and benefits in respect of all Contracts listed in **Annexure – 1**;
 - (b) all Intellectual Property used in relation to the Business, including, but not limited to (i) transferable Licenses with respect to all computer software being used in connection with the Business, if any; and (ii) Business Information held by the Seller which in any way relate to the Business, if any; (collectively, the “**Business IPR**”);



- (c) all the movable assets of the Business including without limitation all movables, furniture and fixtures, computers, servers, laptops, closed circuit television cameras, air conditioners, laptops, desktops, monitors, mouse, and computer accessories, stationery, books, periodicals, publications, mobile phones, internal information technology systems, and such other tangible movable property, which are owned and used by the Seller in respect of the Business.
- (d) all account receivables or portions thereof, and other right to the receipt of the Seller (billed or accrued) in respect of the customers attributable to or arising out of the Business, if any and cash which pertains to the business.
- (e) the benefit of all rights and claims arising from, or coming into existence as a result of, the carrying on of the Business by the Seller; and
- (f) such other properties and assets, as well as the book assets whether capitalized or not (including Capital Work in Progress), other than immovable assets, as may be owned or used by the Seller for the purposes of transferring and conducting the Business as a whole and on a going concern basis.

1.1.6 “**Business Day**” shall mean a day other than a Sunday or a public holiday on which banks in Mumbai are open for retail banking business.

1.1.7 “**Business Information**” shall mean all the information pertaining to the Business (whether or not confidential or proprietary and in whatever form) including but not limited to all transferable Business IPR, registered or unregistered trademark, copyrights, patents, if any, trade secrets, know-how, expertise and techniques and all Records held by the Seller, if any, and which in any way relate to the Business.

1.1.8 “**Buyer CP Letter**” shall have the meaning ascribed to it under ARTICLE 5.4.

1.1.9 “**Buyer’s Warranties**” shall mean the representation and warranties of the Buyer as set out in **Part B** of the **Annexure – 4** hereto.

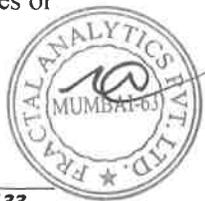
1.1.10 “**Capital Work in Progress**” shall mean the payment and / or expenses which has been capitalized in the books of accounts of the Seller between the Execution Date and the Closing Date incurred in relation to the Business determined by the management of Seller as on the Closing Date.

1.1.11 “**Closing**” shall mean the occurrence of the events enumerated in ARTICLE 6 signifying the closing of the transaction as contemplated by this Agreement.

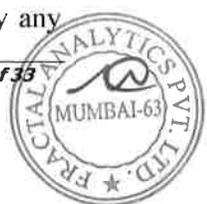
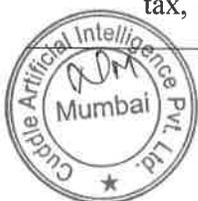
1.1.12 “**Closing Date**” shall mean such date as may be mutually agreed to by the Parties, but no later than 15 Business Days from the date of fulfillment of the Conditions Precedent set forth in ARTICLE 5, unless otherwise agreed to between the Parties, on which the steps for Closing as listed under ARTICLE 6, shall be undertaken with the intent to complete the transaction in the manner as contemplated under this Agreement.



- 1.1.13 “**Closing Venue**” shall have the meaning ascribed to it under ARTICLE 6.1.
- 1.1.14 “**Conditions Precedent**” shall mean the conditions precedent to purchase by Buyer, and the sale by the Seller to Buyer, of the Business, as set out at **Annexure – 2**.
- 1.1.15 “**Confidential Information**” shall have the meaning ascribed to it under ARTICLE 13.1.
- 1.1.16 “**Consideration**” shall have the meaning ascribed to it in ARTICLE 3.1 read with ARTICLE 3.2.
- 1.1.17 “**Contracts**” shall mean all valid and existing contracts, including, without limitation, supplier contracts, vendor contracts, customer contracts, contractors with service providers, consultants, collaboration agreements, work orders, purchase orders or statement of works, etc. entered into by the Seller for the purposes of, or in connection with, the Business as may be transferred, including as set out in **Annexure – 1**.
- 1.1.18 “**Definitive Agreements**” shall mean such agreements other than this Agreement, that shall be executed by the Parties and/or with certain other parties for consummation of the sale and purchase of the Business and for other purposes, and which shall include, without limitation, novation documents, assignment letters or assignment deeds in respect of the Contracts listed in **Annexure – 1**.
- 1.1.19 “**Employees**” shall mean the permanent employees who are engaged by the Seller in connection with the Business, the list of which is set out in **Annexure – 3**.
- 1.1.20 “**Encumbrance(s)**” shall mean any interest of any Person (as hereinafter defined), including without limitation, any right to acquire, right to pre-emption or any right pursuant to any mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off, counter-claim, security interest, title, retention or any other security agreement or arrangement, in relation to the Business.
- 1.1.21 “**Execution Date**” shall mean the date of execution of this Agreement.
- 1.1.22 “**Excluded Assets**” shall mean the benefit of all refunds, advances and other rights or claims in relation to Taxes that pertain to the Business.
- 1.1.23 “**Excluded Liabilities**” shall mean the liabilities in relation to Taxes pertaining to the Business which the Seller shall continue to bear and assume.
- 1.1.24 “**Income Taxes**” shall mean any income tax, governmental charges, duties, levies, cess, including but not limited to taxes on income, capital gains, profits, together with all interest, penalties and additions imposed with respect to such amounts including fringe benefit tax, withholding taxes, cess and surcharges with respect to the Business with reference to the period prior to the Closing Date and any interest, surcharges, penalties or additional taxes payable in connection therewith.
- 1.1.25 “**Indemnified Party**” shall have the meaning ascribed to it under ARTICLE 12.1.



- 1.1.26 “**Indemnifying Party**” shall have the meaning ascribed to it under ARTICLE 12.1.
- 1.1.27 “**Intellectual Property**”, shall mean trademarks, service marks, logos, brand names, get-up, trade names, internet domain names, or corporate names, rights in designs, copyright (including rights in computer software and any related source codes, object codes, and documentation related thereto), including renewals and extensions thereof, moral rights, database rights, rights in know-how, trade secrets (including, without limitation, designs, research and development information, specifications, operating and maintenance manuals, methods, drawings, know-how, data, industrial designs and other proprietary rights, whether or not subject to copyright or trade secret protection and whether or not confidential); Licenses, sublicenses, and other agreements or permissions related to any of the foregoing property, and other intellectual property rights, 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.
- 1.1.28 “**Law**” shall mean all laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements having the effect of laws of the applicable jurisdiction or jurisdictions, as the case may be, by nation the Republic of India by state, municipality, court, tribunal, agency, government, ministry, department, commission, board, bureau, or any instrumentality thereof.
- 1.1.29 “**Licenses**” shall mean all licenses, permissions, authorisations (public or private), consents, approvals, certificates, permits or other evidence of authority issued by an Authority or any other Person relating to or utilized in connection with the Business or any part thereof or the Business Assets, including any and all consents and approvals required to be obtained from any Authority or any Person under any applicable Laws, contract or otherwise, for the Seller to sell, assign and transfer, or procure the sale, assignment or transfer of the Business, to the Buyer.
- 1.1.30 “**Long Stop Date**” shall mean March 31, 2018 or such other date as may be agreed between the Parties in writing.
- 1.1.31 “**Losses**” shall have the meaning ascribed to it under ARTICLE 12.1.
- 1.1.32 “**Material Adverse Change**” shall mean any event, condition or circumstance(s) which (a) materially and adversely affects the Seller’s ability to sell the Business as set out in this Agreement or to perform its obligations under this Agreement or its rights and remedies under this Agreement; or (b) materially and adversely affects the legality, validity or the enforceability of this Agreement or the rights and remedies of the Buyer under this Agreement; or (c) materially impairs the financial position, assets, liabilities, or operations of the Business, taken as a whole; or (d) adversely affects the prospects or reputation of the Business.
- 1.1.33 “**Other Taxes**” shall mean any excise duty, entry tax / octroi, sales tax, goods and services tax, central sales tax, value added tax, service tax, customs duty, turnover tax, research and development cess, stamp duty, property tax, land revenue, profession tax, employment tax, energy tax and any other tax or cess (other than Income Taxes) imposed by any



Authority with respect to the Business with reference to the period prior to the Closing Date and any interest, surcharges, penalties or additional taxes payable in connection therewith in India.

- 1.1.34 “**Person**” shall mean and include any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, corporation, company, limited liability partnership, limited liability company, joint venture, Authority or any other entity or organization and a natural person in his capacity as trustee, executor, administrator, or other legal representative.
- 1.1.35 “**Records**” shall mean and include without any limitation, the files, books, records data and information of customers, vendors, consultants, Employees, and suppliers and any and all other documents/details/information relating to the Business, in the possession or control of the Seller, in whatever form and upon whatever media they may be recorded.
- 1.1.36 “**Seller CP Letter**” shall have the meaning ascribed to it under ARTICLE 5.3.
- 1.1.37 “**Seller’s Warranties**” shall mean the representation and warranties of the Seller as set out in **Part A** of the **Annexure – 4** hereto.
- 1.1.38 “**Slump Sale**” shall have the meaning ascribed to the term under section 2(42C) of the Income Tax Act, 1961.
- 1.1.39 “**Taxes**” shall mean all taxes, duties, cesses or other assessments in relation to the Business, and shall include Income Taxes and Other Taxes payable in India.
- 1.1.40 “**Transaction Documents**” shall mean this Agreement, the Definitive Agreements, and such other document or writing as may be executed pursuant to or incidental to, or in accordance with this Agreement.
- 1.1.41 “**Valuation Report**” shall mean the valuation report dated January 22, 2018 obtained by the sellers from V. B. Desai Financial Services Limited in relation to the Business.

1.2 **Construction**

- 1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.2.2 The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “including” and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.



- 1.2.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and the words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.2.4 Unless otherwise stated, time will be the essence of contract for the purpose of either Party's obligations under this Agreement.
- 1.2.5 Unless otherwise stated, all references in this Agreement to Clauses, Annexures and paragraphs shall be construed as references respectively to the Clauses, Annexures and paragraphs of this Agreement.
- 1.2.6 The Recitals shall form an integral and operative part of this Agreement.
- 1.2.7 Words or phrases used in this Agreement which are not defined in ARTICLE 1.1 above may be defined in the context in which they are used, and shall have the respective meaning there designated, unless the context otherwise requires.
- 1.2.8 In the absence of a definition being provided for a term, word or phrase used in this Agreement, no meaning shall be assigned to such term, word, phrase which derogates or detracts from, in any way, the intent of this Agreement.
- 1.2.9 The Annexures shall form an integral part of this Agreement and all provisions contained in the Annexures hereunder written shall have effect in the manner as if they were specifically set forth herein.

ARTICLE 2 SALE AND PURCHASE OF BUSINESS

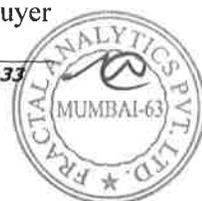
- 2.1 The Parties hereby agree that upon fulfilment of the conditions precedent set forth in ARTICLE 5 and on reliance upon the Seller's Warranties and the covenants and undertakings of the Seller and the Buyer's Warranties and the covenants and undertakings of the Buyer set forth herein, the Seller agrees to sell, assign, novate, deliver, and transfer, and the Buyer agrees to purchase, acquire, assume and accept, the Business, as a whole and on a going concern basis by way of Slump Sale, with effect from the Closing Date, and other than as disclosed to the Buyer in writing, free of all Encumbrances, and the Buyer agrees to pay the Consideration to the Seller, on the Closing Date.
- 2.2 Subject to Closing and with effect from the Closing Date, the transfer of the Business from the Seller to the Buyer shall take place by the Seller selling, transferring, assigning or novating and delivering, as the case may be, to the Buyer, the Business Assets, and thereby vesting the Buyer with legally valid and subsisting right, title and interest in the same, such that on, and with effect from the Closing Date, the Buyer shall be entitled to all rights, benefits, title, interest and awards in and pertaining to each of the Business Assets, to the extent and in the manner available to the Seller as on the Closing Date.



- 2.3 Subject to Closing, the Parties agree that:
- 2.3.1 the Buyer shall assume and be obliged to discharge all Assumed Liabilities, if any, on the Closing Date, and all liabilities and expenses relating to or payable or accruing in respect of the Business after the Closing Date, in relation to the Assumed Liabilities, and the Buyer shall also be entitled to all benefits pertaining to the Business that accrue after the Closing Date; and
- 2.3.2 the Seller shall continue to discharge all Excluded Liabilities and shall be entitled to all Excluded Assets.

ARTICLE 3 CONSIDERATION

- 3.1 The consideration for the transfer of the Business, as a whole and on a going concern basis, and on a Slump Sale basis, by the Seller to the Buyer shall, subject to ARTICLE 3.2 below, be a lump sum amount of INR 6,80,00,000 (Indian Rupees Six Crores Eighty Lakhs) (“**Consideration**”) agreed between the Parties based on the Valuation Report, the adequacy of which the Seller hereby confirms.
- 3.2 **Adjustments to the Consideration**
- 3.2.1 The management of the Seller shall on the Closing Date, provide, if required, the details of net addition to the Capital Work in Progress from the execution date till the closing date and shall be adjusted to the consideration, if required.
- 3.2.2 The final amount of the Consideration confirmed or arrived at under ARTICLE 3.2.1 above, shall be the Consideration payable by the Seller to the Buyer on the Closing Date.
- 3.3 The Parties acknowledge and agree that the transaction shall constitute an outright Slump Sale of the Business, as an inseparable whole and a on a going concern basis, and for a lump sum consideration (being the Consideration), with effect from the Closing Date. No part of the Consideration is attributed to any particular asset or liability comprised in the Business. The Parties shall execute the Definitive Agreements with respect to certain components comprised within the Business, solely for the purpose of fulfilling filing, stamping, registration or any other requirements under the applicable Laws, as may be required. However, determination and allocation of a value to any asset or liability comprised in the Business for the purpose of payment of stamp duty, registration fees or other similar Taxes or fees shall not be regarded as assignment of values to such individual assets or liabilities.
- 3.4 The Consideration for transfer of the Business by the Seller to the Buyer shall be without any deductions on any account whatsoever, save only as may be required by applicable Laws.
- 3.5 The Consideration will be paid by the Buyer to the Seller on the Closing Date, by wire transfer of funds to the bank account(s) of the Seller as may be intimated to the Buyer



before Closing. For the avoidance of all doubt, such remittance to the bank account(s) of the Seller shall constitute the full and final payment of the Consideration and subject to ARTICLE 10.1, no further or other amount shall be due from the Buyer to the Seller. On such remittance to the bank account(s) of the Seller, the Buyer shall be discharged of its obligation to pay the Consideration.

- 3.6 The Parties expressly agree and acknowledge that upon receipt by the Seller of the Consideration pursuant to, and in accordance with, this Agreement, the Buyer shall alone be liable for the discharge or settlement of the Assumed Liabilities. The Buyer shall not be liable for any Excluded Liability and the Seller shall alone be responsible for discharge or settlement of all such liabilities, encumbrances or claims, with effect from the Closing Date.

ARTICLE 4 COMPLETION OF SALE

The sale, assignment and transfer of the Business to the Buyer shall become final upon achievement of the Closing, and with effect from the Closing Date.

ARTICLE 5 CONDITIONS PRECEDENT

- 5.1 The obligation of the Buyer to purchase the Business under this Agreement is conditional upon the fulfillment of the Conditions Precedent as set out at **Part A** of **Annexure – 2** on or before the Long Stop Date, unless waived in writing by the Buyer on or before the Long Stop Date.
- 5.2 The obligation of the Seller to transfer to the Buyer, the Business, is conditional upon the fulfillment of the Conditions Precedent as set out in at **Part B** of **Annexure – 2** on or before the Long Stop Date, unless waived in writing by the Seller on or before the Long Stop Date.
- 5.3 On the completion of the Conditions Precedent set out at **Part A** of **Annexure – 2**, the Seller shall deliver to the Buyer, a certificate in the form set out at **Annexure – 5**, signed by an authorized signatory of the Seller, on or before the Long Stop Date, to the effect that all the Conditions Precedent which are required to be complied with by the Seller have been fully satisfied, along with all documents and writings evidencing completion of their respective Conditions Precedent (“**Seller CP Letter**”).
- 5.4 On the completion of the Conditions Precedent set out at **Part B** of **Annexure – 2**, the Buyer shall deliver to the Seller, a certificate in the form set out at **Annexure – 6**, signed by an authorized signatory of the Buyer, on or before the Long Stop Date, to the effect that all the Conditions Precedent which are required to be complied with by the Buyer have been fully satisfied, along with all documents and writings evidencing completion of their respective Conditions Precedent (“**Buyer CP Letter**”).



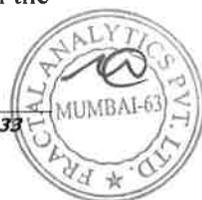
- 5.5 The Parties undertake to use all reasonable endeavours to ensure that the Conditions Precedent are satisfied as soon as possible and in any event on or before the Long Stop Date.
- 5.6 From the Execution Date to the Closing Date, the Seller shall ensure that it continues to carry on its Business in accordance with and consistent with their normal and past business practices.

ARTICLE 6 CLOSING

- 6.1 The Closing shall take place at the office of the Seller or at any other place mutually agreed in writing by the Parties hereto (“**Closing Venue**”) within 15 (fifteen) Business Days from the later of: (a) the date of the Seller CP Letter; and (b) the date of the Buyer CP Letter.
- 6.2 At Closing, and subject to the terms and conditions of this Agreement, the following events shall occur simultaneously:
- 6.2.1 On or prior to the Closing Date, the Buyer shall pay to the Seller, the Consideration by wire transfer to the bank account of the Seller as may be intimated to the Buyer before the Closing Date (payment and receipt whereof the Seller will admit and acknowledge and discharge the Buyer with respect to the same forever) or such other mode of payment as maybe agreed between the Parties.
- 6.2.2 The Buyer shall issue a receipt confirming receipt of the Business from the Seller, in the form set out at **Annexure – 7**.
- 6.2.3 The Seller shall issue a receipt confirming receipt of the Consideration for the transfer of the Business by the Seller to the Buyer, in the form set out at **Annexure - 8**.
- 6.3 All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed simultaneously at the Closing and no proceedings shall be deemed to be taken nor any documents executed or delivered at the Closing until all have been so taken, executed and delivered.

ARTICLE 7 CONTRACTS

- 7.1 The Seller will assign or otherwise novate or transfer to the Buyer, with effect from the Closing Date, all Contracts of the Business as they exist as on the Closing Date, whether written or oral. The Seller shall obtain agreement of all counter-parties necessary to authorize, approve, or fulfill this covenant, including requesting in writing consents to assignment, novation and transfer, as the case may be, of such Contracts and shall comply promptly with all conditions and stipulations reasonably imposed in connection with the granting of any such consent, authorization or approval.



**ARTICLE 8
RECORDS**

- 8.1 The Seller's obligation to deliver the Records to the Buyer shall be as follows:
- 8.1.1 The Seller shall deliver all Records which relate exclusively to the Business.
- 8.1.2 The Seller shall be entitled to deliver copies (and retain the originals) of Records where retention of the originals of the relevant Records is necessary in order for the Seller to comply with any applicable Laws. Where the Seller delivers originals of Records, the Seller shall also use its reasonable efforts to deliver to the Buyer all copies of such originals in the Seller's possession or control, provided that the Seller shall be entitled to retain copies of any or all such Records where retention of copies of such Records is necessary for the Seller to comply with any applicable Laws.

**ARTICLE 9
EMPLOYEES**

- 9.1 The Buyer shall, on and from the Closing Date, take over all Employees of the Seller employed for the purpose of the Business with continuity of service on conditions of service not less favorable enjoyed by the Employees prior to the Closing Date, and such services shall be reckoned from the respective dates of employment with the Seller in accordance with the terms of their employment in accordance with the applicable Laws. The Buyer shall be responsible for complying with applicable Laws in connection with the employment of the Employees with effect from the Closing Date and shall pay and be responsible for the fulfillment of all liabilities, including, but without limitation, payment of gratuity, bonus under the applicable Laws, rules and regulations with effect from the Closing Date. The Seller shall be responsible for complying with applicable Laws in connection with the employment of the Employees up to the Closing Date and shall pay and be responsible for the fulfillment of all liabilities, including, but without limitation, payment of gratuity, bonus under the applicable Laws, rules and regulations up to the Closing Date.
- 9.2 The Seller agrees to co-operate with the Buyer to transfer in the name of the Buyer all provident fund amounts, gratuity amounts, employees' state insurance contributions, and any other amounts, as applicable, pursuant to the employee benefit plans maintained by the respective Seller in relation to the Employees who are transferred to the Buyer.

**ARTICLE 10
OBLIGATIONS OF THE PARTIES AFTER CLOSING**

- 10.1 All assets and liabilities pertaining to the Business shall be recorded in the books of accounts of the Buyer, as at the close of business hours on the Closing Date. The Parties shall co-operate with each other in settling any dues owing to each other as a result of any



Capital Work in Progress adjustments arising out of the finalization of the Consideration as per ARTICLE 3.2.

- 10.2 The Seller undertakes to refer to the Buyer forthwith, upon receipt of any orders or enquiries in relation to the Business which it may receive at any time after Closing. The Seller further undertakes that after the Closing Date, in case the Seller receives any amounts or incurs any Assumed Liability, relating to an event after the Closing Date, whatsoever, in relation to the Business, then the Seller shall, forthwith account for such receipt of such monies and/or incurring of such liabilities, to the Buyer.
- 10.3 Following the Closing Date, each of the Seller and the Buyer shall, from time to time, provide such assistance as may be required by the other Party in connection with settling any amounts owing to the other Party (including, without limitation, under any invoices raised by third parties) under this Agreement.
- 10.4 The Seller and the Buyer shall take all such steps as may be necessary for novation and/or assignment of all Contracts or agreements, as may be required, in favor of the Buyer, with effect from the Closing Date.
- 10.5 If any Business Asset has not been transferred to, or is not owned by or vested in, the Buyer on the Closing Date:
- 10.5.1 the Seller shall promptly transfer such Business Asset to the Buyer, on terms that no separate consideration is required to be provided or paid by the Buyer for such transfer and the costs of any such transfer shall be borne by the Seller; and
- 10.5.2 the Seller shall, at its own cost and expense, execute or do or procure to be executed or done all such documents and things as may be necessary to validly effect the transfer and to vest the relevant Business Asset in the Buyer.
- 10.6 Following the Closing Date, the Sellers shall execute and deliver and make requisite filings with the Authorities, all such forms and documents, as may be necessary to transfer to the name of the Buyer, all provident fund amounts, gratuity amounts, employees' state insurance contributions, and any other amounts, as applicable, pursuant to the employee benefit plans maintained by the Seller in relation to the Employees.
- 10.7 The Seller shall execute and deliver Definitive Agreement for the assignment, transfer or novation and registration of the Business IPR in favor of the Buyer and make requisite filings with the Authorities post the Closing.
- 10.8 The Buyer shall obtain necessary insurance policies in relation to the Business post the Closing.
- 10.9 The Parties may make such arrangements for sharing costs and expenses incurred by the Seller on behalf of the Buyer, as may be required.
- 10.10 The Seller shall make necessary applications, and shall ensure that the Buyer receives all such documents and records, as may be required, in order to ensure that all third-party



software (including, without limitation, all computer software) comprised in the internal information technology systems and used in connection with the Business become available to the Buyer after the Closing Date.

- 10.11 The Parties shall do all such acts, deeds, matters and things as may be necessary for consummation of the transactions contemplated in this Agreement.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

11.1 Seller's Warranties

- 11.1.1 The Seller makes the representations and warranties set out in **Part A** of **Annexure – 4** (collectively, the “**Seller's Warranties**”) to the Buyer.
- 11.1.2 The Buyer makes the representations and warranties set out in **Part B** of **Annexure – 4** (collectively, the “**Buyer's Warranties**”) to the Seller.
- 11.1.3 The Seller's Warranties and the Buyer's Warranties shall come into force on the Execution Date.
- 11.1.4 Each Seller's Warranty and the Buyer's Warranty pertains to the period ending on the Closing Date.

ARTICLE 12 INDEMNITIES

- 12.1 Each Party (“**Indemnifying Party**”) hereby indemnifies and agrees to defend and hold harmless, the other Party and its officers, directors, representatives, agents, and employees (collectively, the “**Indemnified Party**”), against and in respect of any and all claims, actions, demands, losses, damages, liability, judgments, settlement amounts and/or costs (collectively, the “**Losses**”), incurred or suffered as a reason of or resulting or arising from or in relation to:
- 12.1.1 any default, breach or inaccuracy of the Seller's Warranties or the Buyer's Warranties, as the case may be; or
- 12.1.2 any default or breach by the Seller or the Buyer of any of its covenants or obligations under this Agreement.
- 12.2 The Seller's Warranties and the Buyer's Warranties shall survive until 6 (six) months following the Closing Date, after which time the Indemnified Party shall not be entitled to provide notice of any claim with respect to a breach of the Seller's Warranties or the Buyer's Warranties, as the case may be. For the avoidance of doubt, the Indemnifying Party shall not be liable for any claim that arises or is raised after the expiry of the sixth month from the Closing Date.
- 12.3 The liability of the Indemnifying Party towards the Indemnified Party in relation to a claim made by it pursuant to this ARTICLE 12, (a) shall not be made unless and until the value



of such claim equals or exceeds 3% (three percent) of the Consideration, adjusted pursuant to ARTICLE 3.2, if applicable, and (b) shall not in the aggregate exceed an amount equal to the Consideration paid by the Seller to the Buyer, adjusted pursuant to ARTICLE 3.2, if applicable.

ARTICLE 13 CONFIDENTIALITY

- 13.1 The Parties recognize that they will be given and have access to confidential information, whether or not such information is marked or designated as “confidential” or “proprietary”, relating to another Party and its business(es) including without limitation legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, Intellectual Property Rights (including trade secrets), the terms of this Agreement and details of negotiations between the Parties (“**Confidential Information**”). The Parties undertake not to use any of such Confidential Information for purposes other than for the purposes of the transaction set out herein, without the prior written consent of the Party owning such information and shall use reasonable efforts to keep confidential and not to disclose to any third party, the other Parties’ Confidential Information.
- 13.2 The obligations of confidentiality shall not apply to any information that:
- 13.2.1 was developed independently by a Party;
 - 13.2.2 was known to a Party prior to its disclosure by the disclosing Party;
 - 13.2.3 has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
 - 13.2.4 may be required in response to any summons or subpoena or in connection with any litigation; or
 - 13.2.5 may be required to comply with any Law, order, regulation or ruling applicable to any Party hereto.
- 13.3 Provided that prior to any disclosure in respect of a request to disclose Confidential Information under ARTICLES 13.2.4 or 13.2.5, to the extent practicable and legally permissible, a Party shall immediately notify the other Party owning such Confidential Information, who shall then have the opportunity to respond to and/or dispute such request. The provisions of this ARTICLE shall survive for a period of 2 (two) years from the Closing Date.
- 13.4 Subject to compliance with applicable orders, regulation, or Law, neither Party may make or send a public announcement, press release or communication concerning the Seller or any aspect of this Agreement, including its existence, unless it has first obtained the other Party’s written consent.



ARTICLE 14
GENERAL PROVISIONS

14.1 Notices

- 14.1.1 Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

For the Buyer:

Address: 7th Floor, Silver Metropolis, Western Express Highway, Goregaon (East), Mumbai- 400 063

E-mail: naushad.shaikh@fractalanalytics.com
Attention: Naushad Shaikh

For the Seller:

Address: 1st Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East) Mumbai- 400 063

E-mail: natwar.mall@cuddle.ai
Attention: Natwar Mall

- 14.1.2 Any notice or other communication shall be sent by registered mail with acknowledgement due or by hand delivery.
- 14.1.3 All notices referred in this Agreement or other communications shall be deemed to have been duly given or made on receipt of acknowledgement.

14.2 Entire Agreement

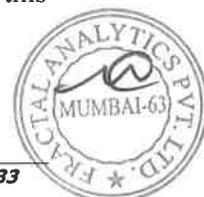
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations, or agreements, either written or oral.

14.3 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and be governed by the Laws of India.

14.4 Jurisdiction

Each Party agrees that the courts of Mumbai alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.



14.5 **Waiver**

No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other, or of any other rights or remedies otherwise available to a party at law or in equity.

14.6 **Amendment**

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

14.7 **Severability**

14.7.1 If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning and not strictly against any Party.

14.7.2 In the event any Authority shall determine that any provision in this Agreement is not enforceable as written, the Parties agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the Laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

14.7.3 In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the Law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the Law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

14.8 **Assignment**

Neither Party shall assign its rights or obligations under this Agreement to any other Person without the prior written consent of the other Party.



14.9 Counterparts

This Agreement may be signed by facsimile or in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

14.10 Relationship

Save as provided in this Agreement, none of the Parties shall have any right, power or authority, whether express or implied, to enter into, assume any duty or obligation on behalf of or bind any of the others and nothing in this Agreement shall constitute a partnership, joint venture, relationship of principal or agent between any of the Parties.

14.11 Survival

ARTICLE 12 (Indemnity), ARTICLE 13 (Confidentiality), ARTICLE 14.1 (Notices), ARTICLE 14.3 (Governing law), ARTICLE 14.4 (Jurisdiction), and ARTICLE 14.14 (Costs) shall remain in effect together with such provisions which expressly or by implication will survive termination.

14.12 Construction

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

14.13 Force Majeure

Neither Party shall be liable to the other for any failure or delay in performance of its obligations due to force majeure conditions.

14.14 Costs

Subject to the terms of this Agreement, each Party shall bear their own costs and expenses relating to this Agreement and the matters referred to herein including all out of pocket expenses and disbursements.

14.15 Stamp duty

Any stamp duty related costs payable in relation to the Transaction Documents shall be borne by the Seller.

14.16 Further Assurances

14.16.1 Each Party shall execute or cause to be executed such further documents as may be required to give effect to the provisions of this Agreement.



14.16.2 The Seller shall extend all necessary cooperation and execute such further documents as may be necessary, to enable the Buyer to procure all such Licenses and do all such acts or deeds as would be required by the Buyer, for running and operating the Business in its own name.

[Signature page follows]



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

BY THE WITHIN NAMED **FRACTAL ANALYTICS PRIVATE LIMITED** BY THE HAND OF **MR. NAUSHAD SHAIKH** (AUTHORIZED SIGNATORY) PURSUANT TO THE RESOLUITON PASSED BY THE BOARD OF DIRECTORS OF THE SELLER DATED APRIL 17, 2018



BY THE WITHIN NAMED **CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED** BY THE HAND OF **MR. NATWAR MALL** (AUTHORIZED SIGNATORY) PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE BUYER DATED JULY 23, 2018



Annexure – 1

LIST OF CONTRACTS AS ON EXECUTION DATE

There are no contracts to be transferred.

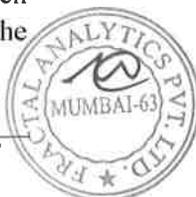


ANNEXURE – 2 CONDITIONS PRECEDENT

PART A

The Closing shall be subject to fulfillment/satisfaction of the below mentioned conditions precedent, unless waived in writing by the Buyer in accordance with the provisions of this Agreement, on or before the Long Stop Date:

- (a) The Board of directors of the Seller having passed necessary resolutions, authorizing:
 - (i) Execution of the Transaction Documents and performance by the Seller of its obligations under the Transaction Documents.
 - (ii) Officers of the Seller to negotiate, finalize, execute, and deliver the Transaction Documents.
 - (iii) Transfer of the Business to the Buyer for the Consideration and on the terms and conditions set out under the Transaction Documents.
 - (iv) Officers of the Seller to make representations before, and seek approvals from, or make filings with, relevant Authorities in relation to the transaction/s contemplated under the Transaction Documents, and to deal with all such matters and take all such steps as may be desirable or expedient to give effect to the transaction/s contemplated under the Transaction Documents.
 - (v) Such other actions as may be necessary for the consummation of the transaction/s contemplated in, and for giving effect to the provisions of, the Transaction Documents or as may be necessary in accordance with the articles of association of the Seller for giving effect to the provisions of the Transaction Documents.
 - (vi) Such other actions as may be necessary in accordance with the articles of association of the Seller, in relation to the transaction/s contemplated in the Transaction Documents.
- (b) The Seller having received a written approval from the relevant banking authorities, if any, for transfer of the Business to the Buyer.
- (c) The Seller having executed letters of transfer with the Employees to the effect that from the Closing Date, the Employees shall be in the employment of the Buyer and that such transfer shall not affect continuity of service of the Employees in any manner.
- (d) The Seller having procured necessary undertaking/confirmation from each Employee of the Seller that, as of the Closing Date, all Business IPR in the intangible assets being developed under the tradename 'Cuddle/Cuddle AI' vests in/is owned by the Seller.
- (e) Receipt of requisite consents or no objections, as may be required, from the concerned counter parties to the Contracts set out at **Annexure – 1**, if any, to assign/novate such Contracts, in favor of the Buyer and to execute the requisite Definitive Agreements for the same, as may be required.



- (f) The Definitive Agreements, if any, shall have been executed by, *inter alia*, the Parties.
- (g) The Seller Warranties having been true and correct on the Execution Date and continuing to remain true and correct on the Closing Date and the Seller not having entered into any activity or transaction contrary to the Seller Warranties.
- (h) No Material Adverse Change has occurred.



PART B

The Closing shall be subject to fulfillment/satisfaction of the below mentioned conditions precedent, unless waived in writing by the Seller on or before the Long Stop Date:

- (a) The board of directors of the Buyer having passed necessary resolutions, authorizing:
 - (i) Execution of the Transaction Documents and performance by the Buyer of its obligations under the Transaction Documents.
 - (ii) Officers of the Buyer to negotiate, finalize, execute, and deliver the Transaction Documents.
 - (iii) Acquisition of the Business from the Seller for the Consideration and on the terms and conditions mentioned, set out under the Transaction Documents.
 - (iv) Officers of the Buyer to make representations before, and seek approvals from, or make filings with, relevant Authorities in relation to the transaction/s contemplated under the Transaction Documents, and to deal with all such matters and take all such steps as may be desirable or expedient to give effect to the transaction/s contemplated under the Transaction Documents.
 - (v) Such other actions as may be necessary for the consummation of the transaction/s contemplated in, and for giving effect to the provisions of, the Transaction Documents.
- (b) The Buyer having issued to each Employee, an offer/appointment letter and/or other related documents, including in relation to the Business IPR, non-complete or confidentiality/non-disclosure or such letters and documents, if required, shall have been accepted and/or executed, as the case may be, by each Employee.
- (c) The Definitive Agreements shall have been executed by, *inter alia*, the Parties.
 - (i) No Material Adverse Change having occurred.
 - (j) The Buyer Warranties having been true and correct on the Execution Date and continuing to remain true and correct on the Closing Date and the Buyer not having entered into any activity or transaction contrary to the Buyer Warranties.



ANNEXURE – 3
EMPLOYEES

Employee ID	Full Name	Start date
F00098	Natwar Mall	02-06-06
F00310	Ganesh Subramanian	21-06-10
F00397	Sumith Balagangadharan	14-03-11
F00755	Aarti Kapur	29-10-12
F00872	Unnikrishnan Sureshkumar	15-04-13
F01013	Abhay Parab	11-06-13
F01430	Ram Mehta	15-12-14
F01645	Neha Prabhugaonkar	11-02-15
F01767	Aboli Moroney	19-02-16
F02057	Suman Das	18-07-16
F01862	Rupa Hadaye	05-09-16
F01991	Nehal Gala	06-09-16
F02144	Ankita Sawant	24-10-16
F01718	Sujeet Kumar	01-11-16
F02342	Prasad Bari	17-07-17
F02356	Rohit Thapliyal	31-07-17
F02728	Amit Das	19-03-18
F02824	Aayush Jain	21-05-18
F02897	Sasha Cherian	18-06-18
F02889	Shivi Srivastava	18-06-18
F02882	Akhil Vempali	18-06-18
F02665	Abhishek Vichare	01-08-18
F02723	Saikat Kumar Dey	03-12-18
F00297	Radhika Kapadia	17-05-10



ANNEXURE – 4
REPRESENTATIONS AND WARRANTIES

PART A
SELLER’S WARRANTIES

Subject to the disclosures made by the Seller to the Buyer in writing, the Seller hereby represents, warrants, and undertakes the following:

1. Status:

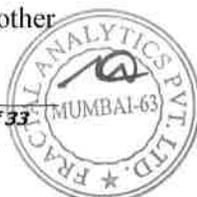
- (a) The Seller is a private limited company, duly incorporated under the Laws of India;
- (b) to the best of its knowledge, the Seller has complied with all applicable Laws in relation to the Business, and the terms and conditions on which all permits and authorizations have been issued to it in relation to the Business, except where the failure to be so comply would not have a Material Adverse Change to the Business; and
- (c) to the best of its knowledge, the Seller has filed all statements, returns and other documents and filings as required under applicable Laws with the prescribed authorities, except where failure to file such statements, returns and other documents and filings would not reasonably be expected to have a Material Adverse Change to the Business.

2. Powers and Authority: Save and except as required to be obtained as a Condition Precedent or as per ARTICLE 10 of this Agreement:

- (a) the Seller has the power to enter into and perform, and has taken all necessary actions to authorize the entry into, performance and delivery of, the Transaction Documents and the transactions contemplated thereby; and
- (b) to the best of the Seller’s knowledge, the entry into and performance by the Seller of the transaction/s contemplated in the Transaction Documents does not conflict with any other existing documents or agreements to which the Seller is a party.

3. Legal Validity:

- (a) The Transaction Documents will constitute a legal, valid and binding obligation of the Seller enforceable in accordance with their respective terms.
- (b) To the best of the Seller’s knowledge, the execution, delivery and the performance by the Seller of the Transaction Documents and its obligations in relation to the transaction contemplated thereunder, do not and will not:
 - i) breach or constitute a default under its constitutional or organizational documents;
 - ii) result in a breach of, or constitute a default under, any agreement to which the Seller is a party or by which the Seller is bound or give any third party, a right to terminate or modify, or result in the creation of any lien under, any agreement, license or other instrument; or



- iii) result in a violation or breach of or default under any applicable Law or of any order, judgment or decree of any court, governmental authority, regulatory body to which the Seller or any of its assets is bound.

4. Authorizations: Save and except as required to be obtained as a Condition Precedent, all authorizations and approvals from any Authorities or from any other third parties required or desirable under applicable Laws or under any arrangement that Seller is, directly party to, in connection with the entry into, performance, validity and enforceability of the transactions contemplated by the Transaction Documents have been obtained or effected (as appropriate) and are in full force.

5. Contracts

The Contracts are the valid, binding and enforceable obligations of the Parties thereto, and to the best of the Seller's knowledge, the terms thereof have been complied with by the Parties thereto and none of the counter parties thereto have issued any notice of breach or termination or of intention to terminate any Contract on account of any non-compliance of any of the terms of any Contract by the Seller.

6. Litigation

- (a) The Seller is not engaged in or threatened by any litigation where the outcome might lead to a Material Adverse Change in relation to the Business.
- (b) The Seller does not have any contingent liabilities that might lead to a Material Adverse Change in relation to the Business.

7. Intellectual Property Rights

The Seller is the owner of or is otherwise well and sufficiently entitled to use and apply the Business IPR.

8. Employees

- (a) No Employee is part of any trade union.
- (b) No Employee is covered under any collective bargaining agreements, arrangements and other similar understanding with any trade union, staff association or other body.
- (c) To the best of the Seller's knowledge, no Employee who is a senior executive intends to terminate her/his employment with the Seller.
- (d) The Seller has in relation to each Employee, complied in all material respects with its obligations under relevant Laws.
- (e) The Seller has not entered into any agreement to compensate any Employee of the Seller on account of transfer of the Business contemplated herein.



- (f) The Seller is not a party to any arrangement under which it could be liable to make any payments to any Employee (except for payments required under Law) including for providing retirement, death, disability, life assurance or medical benefits to such Employee (other than as required under Law).

9. Assets and Immovable Property

All of the Business Assets are in the possession or under the control of the Seller.

10. Taxes

Save as disclosed to the Buyer in writing, the Seller has filed all necessary returns and the Seller is not in default of any payment of any Taxes and no claim is being asserted with respect to any Taxes due by the Seller.

**PART-B
BUYER'S WARRANTIES**

The Buyer hereby represents, warrants, and undertakes the following:

1. Status

- (a) The Buyer is a private limited company, duly incorporated under the laws of India.
- (b) The Buyer has the power and authority (including under its constitutional documents) to own its assets and conduct its business as presently conducted.

2. Powers and Authority

Save and except as required to be obtained as a Condition Precedent, the Buyer has the power to enter into and perform, and has taken all necessary actions to authorize the entry into, performance and delivery of, the Transaction Documents and the transactions contemplated thereby. The entry into and performance by the Buyer of the transaction/s contemplated in the Transaction Documents does not conflict with any other existing documents or agreements to which the Buyer is a party.

3. Legal Validity

- (c) The Transaction Documents will constitute a legal, valid and binding obligation of the Buyer enforceable in accordance with their respective terms.
- (d) The execution, delivery and the performance by the Buyer of the Transaction Documents and its obligations in relation to the transaction contemplated thereunder, do not and will not:
- i) breach or constitute a default under its constitutional or organizational documents;



- ii) result in a breach of, or constitute a default under, any agreement to which the Buyer is a party or by which the Buyer is bound or give any third party, a right to terminate or modify, or result in the creation of any lien under, any agreement, license or other instrument; or
- iii) result in a violation or breach of or default under any law or of any order, judgment or decree of any court, governmental authority, regulatory body to which the Buyer or any of its assets is bound.

4. Authorizations

Save and except as required to be obtained as a Condition Precedent, all authorizations and approvals from any Authorities or from any other third parties required or desirable under applicable Laws or under any arrangement that the Buyer is, directly party to, in connection with the entry into, performance, validity and enforceability of the transactions contemplated by the Transaction Documents have been obtained or effected (as appropriate) and are in full force and effect.



ANNEXURE – 5
FORM OF SELLER CP LETTER

Date: *[Insert date]*

Attn: *[Insert name]*

**CUDDLE ARTIFICIAL
INTELLIGENCE PRIVATE
LIMITED (“Buyer”)**

1st Floor, Raheja Titanium,
Off Western Express Highway,
Goregaon (East) Mumbai- 400 063
Dear Sir,

Sub: Business transfer agreement dated *[insert execution date]* executed between the Buyer and FRACTAL ANALYTICS PRIVATE LIMITED (“BTA”).

Pursuant to Article 5.3 of the BTA, we hereby confirm that all the Conditions Precedent set out at Part A of Annexure - 2 to the BTA have been fulfilled in accordance with the BTA.

Copies (certified by an authorized representative duly appointed officer) of the documents evidencing satisfaction of the Conditions Precedent set out at Part A of Annexure - 2 to the BTA are enclosed herewith as Annexure [●] to [●].

We hereby confirm that the Seller Warranties stand true and correct as on the Execution Date and continue to remain true and correct as on the Closing Date and we have not entered into any activity or transaction contrary to the Seller Warranties.

We further confirm that no Material Adverse Change has occurred.

Terms capitalized but not defined shall have the same meaning ascribed to them under the BTA.

Yours Sincerely,

For **FRACTAL ANALYTICS PRIVATE LIMITED**

Authorized Signatory

Name: *[Insert name]*

Designation: *[Insert designation]*



Annexure – 6
FORM OF BUYER CP LETTER

Date: *[Insert date]*

Attn: *[Insert name]*

**FRACTAL ANALYTICS
PRIVATE LIMITED (“Seller”)**

7th Floor, Silver Metropolis, Western Express Highway,
Goregaon (East), Mumbai- 400 063

Dear Sir,

Sub: Business transfer agreement dated *[insert execution date]* executed between the Seller and CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED (“BTA”).

Pursuant to Article 5.4 of the BTA, we hereby confirm that all the Conditions Precedent set out at Part B of Annexure 2 to the BTA have been fulfilled in accordance with the BTA.

Copies (certified by an authorized representative duly appointed officer) of the documents evidencing satisfaction of the Conditions Precedent set out at Part B of Annexure - 2 to the BTA are enclosed herewith as Annexure [●] to [●].

We hereby confirm that the Buyer Warranties stand true and correct as on the Execution Date and continue to remain true and correct as on the Closing Date and we have not entered into any activity or transaction contrary to the Buyer Warranties.

We further confirm that no Material Adverse Change has occurred.

Terms capitalized but not defined shall have the same meaning ascribed to them under the BTA.

Yours Sincerely,

For **CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED**

Authorized Signatory

Name: *[Insert name]*

Designation: *[Insert designation]*



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ANNEXURE – 7
FORM OF CONFIRMATION BY THE BUYER

Date: *[Insert date]*

Attn: *[Insert name]*

**FRACTAL ANALYTICS
PRIVATE LIMITED (“Seller”)**
7th Floor, Silver Metropolis, Western Express Highway,
Goregaon (East), Mumbai- 400 063

Dear Sir,

Sub: Business transfer agreement dated *[insert execution date]* executed between the Seller and CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED (“BTA”).

Pursuant to Article 6.2.2 of the BTA, we hereby confirm receipt of the Business.

Terms capitalized but not defined shall have the same meaning ascribed to them under the BTA.

Yours Sincerely,

For **CUDDLE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED**

Authorized Signatory

Name: *[Insert name]*

Designation: *[Insert designation]*



ANNEXURE – 8
FORM OF CONFIRMATION BY THE SELLER

Date: *[Insert date]*

Attn: *[Insert name]*

**CUDDLE ARTIFICIAL
INTELLIGENCE PRIVATE
LIMITED (“Buyer”)**

1st Floor, Raheja Titanium,
Off Western Express Highway,
Goregaon (East) Mumbai- 400 063
Dear Sir,

Sub: Business transfer agreement dated *[insert execution date]* executed between the Buyer and FRACTAL ANALYTICS PRIVATE LIMITED (“BTA”).

Pursuant to Article 6.2.3 of the BTA, we hereby confirm receipt of the Consideration.

Terms capitalized but not defined shall have the same meaning ascribed to them under the BTA.

Yours Sincerely,

For **FRACTAL ANALYTICS PRIVATE LIMITED**

Authorized Signatory

Name: *[Insert name]*

Designation: *[Insert designation]*



V.B. Desai Financial Services Limited

Category I Merchant Banker - SEBI Registration No. INM 000002731

PRIVATE & CONFIDENTIAL

Date: 23rd July 2018

The Board of Directors
Fractal Analytics Private Limited,
7th Floor, Silver Metropolis,
Western Express Highway, Goregaon (East),
Mumbai- 400 063

Dear Sirs,

Sub: Fair valuation of certain business transferred of Fractal Analytics Private Limited

Valuation Date: 23rd July 2018

We refer to our discussions on the afore-mentioned subject. As per the scope of work, we have summarized our Valuation Analysis of certain business transferred of Fractal Analytics Private Limited, together with the description of the methodology used and limitations.

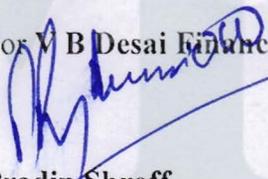
We understand that the Company is intending to transfer certain business unit to Cuddle Artificial Intelligence Private Limited.

We have been appointed to provide assistance in determining the fair value of the business for the above mentioned purpose.

Based on the enclosed valuation report, in our opinion and to the best of our information and according to the explanations given to us by the management, the fair value of business is Rs.6,80,00,00 (Rupees Six crore and Eighty lakhs only).

Thank You,

For V B Desai Financial Services Ltd


Pradip Shroff

Managing Director



VALUATION REPORT

1. NAME OF THE COMPANY:

Fractal Analytics Private Limited (the "Company" or the "Seller") , having registered office 7th Floor, Silver Metropolis, Western Express Highway, Goregaon (East), Mumbai- 400 063

2. PURPOSE OF VALUATION:

We understand that the Company is intending to transfer the business carried out by the Company in relation to the intangible assets being developed under the tradename "Cuddle" ("Business") on a "slump sale" basis and as a whole and on a going concern basis to the Cuddle Artificial Intelligence Private Limited (the "Buyer"). The valuation herein is being done for ascertaining the fair value of the business to be transferred by the Company.

The valuation is purely for indicative purpose and it is the prerogative of parties to the transaction to decide about the transaction price. The actual transaction price may vary from our indicative analysis of value depending upon the circumstances of the transaction. The final transaction value is something that the parties would have to decide upon.

3. BACKGROUND

The Seller (Fractal Analytics Pvt. Ltd.) is, inter alia, engaged in the business of providing data analytics services solutions, database design and support, custom reporting, business strategy and consulting.

The Buyer (Cuddle Artificial Intelligence Private Limited) is, inter alia, engaged in the business of developing and providing artificial intelligence driven solutions for the clients across the industry.

The Buyer & Seller acknowledge and agree that the transaction shall constitute an outright Slump Sale of the Business, as an inseparable whole and a on a going concern basis, and for a lump sum consideration and no part of the Consideration is attributed to any particular asset or liability comprised in the Business.

4. BASIS OF INFORMATION

In preparation of this report we have relied on following information provided by the management.

- Cost details for development of intangible asset provided by the management.
- Draft Business Transfer Agreement entered between the buyer and the seller.
- Discussions with management and other information and explanation provided by the management both written and verbal during the course of this assignment.



5. VALUATION METHODOLOGY

- The fair market value is the price exchanged between a willing and not anxious buyer and a willing, but not anxious seller, taking into account the knowledge that the buyer and the seller have, as a consequence of their respective positions, as at the date of transaction.
- Valuation is a relative concept and not a precise science. This is because, value can be perceived differently by different people, depending upon their circumstances and their understanding of the other party's circumstances.
- There is no mathematically accurate formula of valuation. Different valuation techniques give different range of values. In other words, there is no indisputable single value.
- There are various methods of valuation, some of the commonly used methodologies are
 - 1) Discounted Cash Flow Method (DCF).
 - 2) Profit Earning Capacity Value Method (PECV),
 - 3) Comparable Multiples method
 - 4) Net Asset Value (NAV) Method.
- DCF methodology discounts forecasted cashflows to the present using a relevant discount rate. The methodology cannot be applied as management indicated that the cashflows from the Business cannot be forecasted.
- Profit Earning Capacity Value Method (PECV) are used to value business on going concern basis provided they have established track record of profitability. Since the Business does not have any track record of revenue or profitability, this method is not applicable.
- Comparable multiple methods cannot be used, as the Business does not have any revenue or profitability.
- NAV is a method for computing the book value of the company. In the instant case, we have used NAV Method as it represents net worth of the Business based on investments made in establishing the Business till date.
- The assets of the business consist only of an intangible asset being developed by the company. The same has been valued at book value representing the cost incurred till date for the development of the same. The total book value of intangible asset is Rs. 6,80,00,000.
- We have been informed by the management that there no liabilities for the business being transferred.
- Therefore, considering the facts and circumstances of the case and according to our wisdom, judgement and experience as merchant banker, we have valued the business at book value i.e. Rs. 6,80,00,000.



6. EXCLUSIONS AND LIMITATIONS

- Our report is subject to scope limitations detailed hereinafter. As such, the report is to be read in totality and not in parts, in conjunction with relevant documents referred to herein.
- We have not independently verified the underlying data, projections and assumptions in preparation of this financial information. We have used and relied solely on the data, material and other information furnished and made available by the Company. Our conclusions are dependent on such information being accurate and complete in all material aspects.
- Our work did not constitute an audit, due diligence or validation of financial statements of the Business. Our work did not constitute independent valuation of any assets or liabilities of the Business.
- In the opinion of management, Current Assets, Loans & Advances as appearing in balance sheet as of BTA Date are fully realizable in the ordinary course of business.
- We have relied on the judgment of the management that contingent liabilities as appearing in balance sheet as of BTA Date are not likely to crystallize.
- Our conclusion of fair value assumes that the title to assets and liabilities of the Business as reflected in balance sheet is intact.
- We have not conducted visit to locations of production and/or point of sales of the Business. The robustness of the analysis is highly dependent on reasonableness, commercial viability and achievability of assumptions underlying the forecast. We are not required to and have not validated the reasonableness and commercial viability underlying the forecasts and assumptions.
- The realization of the projections is dependent on the continuing validity of assumptions. Our review cannot be directed to providing any assurance about the achievability of the final projections. Since projections relate to future, the actual results are likely to be different from projected results and differences may be material.
- No responsibility is assumed for information furnished by the Company and such information is believed to be reliable.
- This report is confidential being for use of the person to whom it is issued. It is not to be used other than for the purpose outlined in Section 2 above. It is not to be distributed for any other purpose or to any other person without our consent. It does not form part of any offer or invitation to any section of public to subscribe for or purchase equity shares or assets or liabilities of the Company or lend money to the Company with or without security or lend money against the security of equity shares of the Company.



- It is to be noted that valuation is not a precise science and the responsibility for any decision would remain with the decision maker.
- This valuation report at best is only an 'opinion'. It is neither a recommendation nor advice to the parties to the Transaction to conclude Transaction as contemplated in this report. The parties to the Transaction may do so at their risk and responsibility after undertaking necessary due diligence and evaluation.
- No responsibility is accepted towards any shareholder, employees, tax authorities or other third parties in respect of, or arising out of or in connection with our valuation.
- Our liability if any shall be restricted to fees received by us for this assignment.
- We assume no responsibility to update report based on changes in projections and/or their achievement in future.
- Prior to issuance of this Valuation Report, the contents and factual accuracies of this Report was reviewed and approved by the management of the Company.
- This valuation report has reference date of 23rd July 2018 (i.e. valuation date).

7. RECOMMENDATION

In the light of the above and on a consideration of all the relevant factors and circumstances as discussed and outlined herein above referred to earlier in this report, in our opinion, the fair value of the business transferred is Rs. 6,80,00,000/- (Rupees Six Crore and Eighty lakhs only).

