



महाराष्ट्र MAHARASHTRA

2024

05AB 851138

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.सि.क. ८००००९५
8 APR 2024
सदाम अधिकारी

श्रीमती उल्का घाटील

This stamp paper constitutes an integral part of the deed of adherence cum amendment agreement to the shareholders' agreement dated May 8th 2024.

**DEED OF ADHERENCE CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS'
AGREEMENT**

This deed of adherence cum amendment agreement to the Shareholders' Agreement (*as defined below*) ("**Amendment Agreement II**") is executed on this 8th day of May, 2024:

BY AND AMONGST:

Qure.ai Technologies Private Limited, a private limited company incorporated and existing under the laws of India and having its registered office at 6th Floor, Wing E, Times Square, Andheri-Kurla Road, Marol, Andheri (East), Mumbai - 400059, Maharashtra, (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

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

AND

Merck Global Health Innovation Fund, LLC, incorporated under the laws of Delaware and having its registered office at 126 East Lincoln Avenue, PO Box 2000, New Jersey 08889-0100, (hereinafter referred to as "**Series D1 Investor**" or "**Merck**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include her successors, legal representatives and permitted assigns);

AND

Fractal Analytics Private Limited, a company duly incorporated under the Companies Act, 1956, and having its registered office at Level 7, Commerz II, International Business Park, Oberoi Garden City, off Western Express Highway, Goregaon (East), Mumbai - 400063, (hereinafter referred to as the "**Fractal**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Novo Holdings A/S, a body corporate established under the laws of Denmark and having its principal office at Tuborg Havnevej 19 2900 Hellerup, Denmark (hereinafter referred to as "**Novo**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

HealthQuad Fund II, a category II alternative investment fund, registered as an alternative investment fund with the Securities and Exchange Board of India (Alternate Investment Fund) Regulations, 2012, and having its registered office at Level 3, The Crescent, Lado Sarai Mehrauli, New Delhi – 110030 (hereinafter referred to as “**HealthQuad**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its, successors, and permitted assigns);

AND

MassMutual Ventures Southeast Asia I LLC, a company incorporated in Delaware and having its address at 10A Craig Road #02-01, Singapore - 089760 (hereinafter referred to as “**MassMutual**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Teamfund LP, a body 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 “**Teamfund**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Peak XV Partners Investments VI (previously SCI Investments VI), a body corporate established under the laws of Mauritius, having its principal office at 5th Floor, Ebene Esplanade, Twenty-Four, Cybercity, Ebene, Mauritius, (hereinafter referred to as “**Peak XV VI**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Redwood Trust, a trust incorporated under the laws of India, having its principal office at 902 Piramal Towers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013, (hereinafter referred to as “**Redwood**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

Novo, HealthQuad, MassMutual, Teamfund, Peak XV VI and Redwood shall be individually referred to as the “**Existing Investor**” and collectively referred to as the “**Existing Investors**”.

The Existing Investors, the Company, Fractal, Series D1 Investor and the Management Shareholder shall be collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WHEREAS:

- A. The Company, Fractal, the Management Shareholder, the Existing Investors, and the Other Shareholder executed a shareholders’ agreement dated March 09, 2022, as amended by an amendment agreement dated September 14, 2022 (“**Shareholders’ Agreement**”) in relation to

recording the respective rights and obligations of the Shareholders with respect to *inter-alia* the ownership, governance, and management of the Company.

- B. Series D1 Investor has agreed to subscribe to, and the Company has agreed to issue and allot to the Series D1 Investor certain Series D1 CCCPS (as defined below) having terms as those set out in **Schedule II** of this Amendment Agreement II.
- C. The terms and conditions of the subscription by Series D1 Investor are more particularly set out in the series D1 subscription agreement dated on or around the date of this Amendment Agreement II and executed amongst the Company, the Management Shareholder, and the Series D1 Investor.
- D. Therefore, the Parties are now entering into this Amendment Agreement II to record modification of certain provisions of the Shareholders' Agreement in connection with the allotment of Series D1 CCCPS to the Series D1 Investor.

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Defined Terms.** In this Amendment Agreement II (including in the recitals to this Amendment Agreement II) capitalized terms and expressions used but not defined in this Amendment Agreement II shall have meanings, as assigned to such terms in the Shareholders' Agreement.
- 1.2 **Interpretation.** The rules of interpretation as set out in Clause 1.2 (*Interpretation*) of the Shareholders' Agreement shall *mutatis mutandis* apply to this Amendment Agreement II.

2. TERMS OF ADHERENCE

- 2.1 The Series D1 Investor hereby acknowledges that it has received, read and understood the Shareholders' Agreement and hereby covenant with the parties to the Shareholders' Agreement and the Company to observe, perform and be bound by all the terms which will apply to the Series D1 Investor pursuant to this Amendment Agreement II, the Shareholders' Agreement and the Charter Documents (as applicable) to the intent and effect that the Series D1 Investor shall be deemed with effect from Effective Date (as defined below), to be an 'Investor', 'Party', and 'Shareholder', as defined within the Shareholders' Agreement (read with this Amendment Agreement II), and be bound by the obligations and requirements applicable to an 'Investor', 'Party' and 'Shareholder', as applicable, under the Shareholders' Agreement (as amended by this Amendment Agreement II) and the Charter Documents, subject to the provisions of this Amendment Agreement II.

- 2.2 The Series D1 Investor agrees to hold the Securities subject to and in accordance with the terms and conditions of the Shareholders' Agreement (as amended by this Amendment Agreement II) and the Charter Documents.
- 2.3 The Series D1 Investor hereby covenants that it shall do nothing that derogates from the provisions of the Shareholders' Agreement and the Charter Documents.
- 2.4 The Series D1 Investor further confirms and recognises that the Company shall not be bound to give effect to any act or voting rights exercised by the Series D1 Investor which are not in accordance with the Shareholders' Agreement and the Charter Documents.
- 2.5 The Series D1 Investor shall be deemed, with effect from the Effective Date, to be a party to the Shareholders' Agreement.

3. AMENDMENT TO THE SHAREHOLDERS' AGREEMENT

- 3.1 The following definitions shall be inserted in Clause 1.1 (*Definitions*) of the Shareholders' Agreement and placed alphabetically:
- 3.1.1 “**Qualified Financing Round**” means an issuance and sale by the Company of shares of a series of the Company's securities: that (i) results in the Company's receipt of total cash proceeds of at least USD 25,000,000 (United States Dollar Twenty-Five Million only), excluding the conversion of any indebtedness or other exercisable or convertible instruments converting into shares of preference shares in such financing existing as of the date hereof; and (ii) is accomplished in one or more closings as part of a single plan of financing based upon a single set of stock purchase agreements and ancillary documentation. If shares of the Company's capital stock are sold in a Qualified Financing Round at more than one closing, such Qualified Financing Round shall be deemed to be consummated on the date of the earliest closing at which the cash proceeds received by the Company, together with the cash proceeds received by the Company at any prior closings of such Qualified Financing Round, equal or exceed USD 25,000,000 (United States Dollar Twenty-Five Million only) or on such date as mutually agreed between the Series D1 Investor and the Company.
- 3.1.2 “**Series D1 CCCPS**” means fully and compulsorily convertible cumulative preference shares of face value of INR 20 (Indian Rupees Twenty only) each, and each having a price of INR 28.4611 (Indian Rupees Twenty Eight and Four Six One One paise) issued by the Company on the terms and conditions as set forth in **Part D** of **SCHEDULE III**;
- 3.1.3 “**Series D1 Investor**” shall mean Merck Global Health Innovation Fund, LLC;
- 3.1.4 “**Series D1 Share Subscription Agreement**” means the share subscription agreement dated May 8, 2024 and executed amongst the Company, the Management Shareholder, and Merck;
- 3.1.5 “**Subscription Securities**” shall have the meaning ascribed to the term in the Series D1

Share Subscription Agreement.

- 3.2 The following definitions shall be amended and substituted in Clause 1.1 (*Definitions*) of the Shareholders' Agreement:
- 3.2.1 “**Conversion Price**” means the price at which the Preference Shares would be converted into Equity Shares in accordance with the terms of this Agreement, and the Series B Share Subscription Agreement; or the Series C Share Subscription Agreement; or the Series D1 Share Subscription Agreement, as applicable;
- 3.2.2 “**Preference Shares**” means, the preference shares in the Share Capital of the Company and shall include Series B CCCPS, Series C CCCPS and Series D1 CCCPS;
- 3.2.3 “**Subscription Price**” means (a) subscription price per Series B CCCPS being Rs. 8.86 (Indian Rupees Eight point Eight Six only); (b) subscription price per Series C CCCPS being Rs. 19.3587 (Indian Rupees Nineteen point Three Five Eight Seven only); and (c) subscription price per Series D1 CCCPS being Rs. 28.4611 (Indian Rupees Twenty-Eight point Four Six One One only);
- 3.3 The definition of “**SCI**” in Clause 1.1 (*Definitions*) of the Shareholders' Agreement shall be deleted in entirety and shall be replaced with the following:
- “**Peak XV**” means Peak XV Partners Investments VI and Redwood Trust, collectively;
- 3.4 In Clause 5.2 (*Anti-Dilution*) of the Shareholders' Agreement, the rights, powers and privileges available to Series B CCCPS and Series C CCCPS shall be extended to Series D1 CCCPS and the provisions of Clause 5.2 of the Shareholders' Agreement shall be read accordingly.
- 3.5 Clause 6.4(v) (*General Meeting*) of the Shareholders' Agreement shall be amended and substituted as follows:
- 3.5.1 Voting Right: Save and except as required under Applicable Law or in respect of any Reserved Matters, the Shareholders shall decide on matters at any General Meeting by poll. For the avoidance of doubt, Section 43 and Section 47 of the Act shall not be applicable to any of the Preference Shares issued by the Company, and each of the Investors being the holders of the Series B CCCPS, Series C CCCPS and Series D1 CCCPS shall be entitled to attend and exercise voting and other applicable rights in respect of their Series B CCCPS, Series C CCCPS and Series D1 CCCPS at all General Meetings on a Fully Diluted Basis.
- 3.6 In Clause 7 (*Liquidation Preference*) of the Shareholders' Agreement, the rights, powers and privileges available to the holders of the Series B CCCPS and Series C CCCPS shall be extended to the holders of the Series D1 CCCPS, and the provisions of Clause 7 of the Shareholders' Agreement shall be read accordingly.
- 3.7 A new Clause 9.5 titled ‘*Series D1 Investor Trigger Events*’ shall be added immediately following Clause 9.4 (*Accelerated Exit: Exit of the Management Shareholder*), as follows

3.7.1 **Series D1 Investor Trigger Events**

Notwithstanding anything to the contrary contained in the Agreement or the Charter Documents, after the date of the Series D1 Investor's investment in the Company, to the extent the Company contemplates any transaction or new strategic business initiative, agreement or arrangement, including without limitation a capital raising transaction, (i) that the Series D1 Investor reasonably believes could result in a potential material violation of, or would be potentially impermissible under, any laws, rules or regulations applicable to the Series D1 Investor and the Company, including without limitation (a) healthcare laws or (b) laws and regulations pertaining to trade and economic sanctions administered by the United States, as determined by either the Series D1 Investor or counsel to the Company (acting reasonably) or (ii) involves third party investors that are unacceptable to the Series D1 Investor (acting reasonably), (each or (i) and (ii), a "**Trigger Event**"), and subject in all cases to applicable law, the Series D1 Investor will have the right, in its sole discretion, to sell or transfer the Subscription Securities to a third party reasonably acceptable to the Company (without regard to any other transfer restrictions set forth herein or set forth in the Charter Documents). The Company will fully cooperate with such sale or transfer, including with respect to due diligence by any potential purchaser and the execution of any reasonably required documents and obtaining of reasonably necessary consents and waivers by existing equity holders. In the event of a transfer of the Subscription Securities to an Affiliate, such Affiliate transferee shall be entitled to the full benefit of the provisions of this Clause 9.5. Notwithstanding the foregoing, the Subscription Securities shall not be transferable to any 'Competitor' as defined in this Agreement.

3.8 The references to the term "SCI VI" under the Shareholders' Agreement shall be amended and substituted with the term "Peak XV VI" in its entirety, and the references to the term "SCI" under the Shareholders' Agreement shall be amended and substituted with the term "Peak XV" in its entirety.

3.9 The following shall be inserted to Clause 16.6 (i) (*Notices*) within the Shareholders' Agreement:

If to Merck

Name: Merck Global Health Innovation Fund, LLC
Address: RY 50G-3145, 126 E. Lincoln Ave, Rahway, NJ 07065
Attention: William Taranto
Email: william.taranto@merck.com

3.10 In case of a notice to SCI VI in Clause 16.6 (i) (*Notices*), the details shall be replaced with and amended to read as the following within the Shareholders' Agreement:

In the case of a notice to the Peak XV VI:

Name: Peak XV Partners Investments VI
Address: 5th Floor, Ebene Esplanade, Twenty-Four, Cybercity, Ebene, Mauritius
Attention: Board of Directors
Email: peakxvgroup@internationalproximity.com
with a copy to: onedesk@peakxv.com

3.11 After **Part C of SCHEDULE III** of the Shareholders’ Agreement, **Schedule II** of this Amendment Agreement II shall be deemed to be added as **Part D of SCHEDULE III** of the Shareholders’ Agreement and for this purpose, the references of the term, (i) ‘**Schedule II**’ shall be deemed to be **Part D of SCHEDULE III** of the Shareholders’ Agreement, and (ii) ‘Shareholders’ Agreement’ shall be deemed to be replaced with ‘Agreement’.

3.12 **PART A of SCHEDULE I** of the Shareholders’ Agreement shall be amended and substituted as follows:

S.No.	Name of Investor	Particulars
1.	Peak XV Partners Investments (previously SCI Investments VI) (“ Peak XV VI ”)	A body corporate established under the laws of Mauritius, having its principal office at 5th Floor, Ebene Esplanade, Twenty-Four, Cybercity, Ebene, Mauritius.
2.	Redwood Trust (“ Redwood ”)	A trust incorporated under the laws of India, having its principal office at 902 Piramal Towers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013.
3.	MassMutual Ventures Southeast Asia I LLC (“ MassMutual ”)	A company incorporated in Delaware, having its address at 10A Craig Road #02-01, Singapore - 089760.
4.	Novo Holdings A/S (“ Novo ”)	A body corporate established under the laws of Denmark, having its principal office at Tuborg Havnevej 19 2900 Hellerup, Denmark.
5.	Healthquad Fund II (“ HealthQuad ”)	A category II alternative investment fund, registered as an alternative investment fund with the Securities and Exchange Board of India (Alternate Investment Fund) Regulations, 2012, and having its registered office at Level 3, The Crescent, Lado Sarai Mehrauli, New Delhi – 110030.
6.	Merck Global Health Innovation Fund, LLC (“ Merck ”)	A company incorporated under the laws of Delaware and having its registered office at 126 East Lincoln Avenue, PO Box 2000, New Jersey 08889-0100.
7.	Teamfund LP	A body 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.
8.	Merck Holdings II Corp	A company incorporated in Delaware and having its address at Corporation Trust Center, 1209 Orange Street,

		Wilmington, Delaware, United States of America – 19801.
9.	Akshat Greentech Private Limited	A private limited company incorporated and existing under the laws of India and having its registered office at 8th floor, Q-city, S.no.109, Nanakramguda, Gachibowli, Hyderabad, Telangana, India – 500032.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties hereby severally represents and warrants, that:

- 4.1.1 It is a person competent to execute and deliver, and to perform its obligations under this Amendment Agreement II;
- 4.1.2 Where such Party is a corporate entity, it is a company duly established and existing under the laws of its incorporation and has the power and authority to execute and deliver, and to perform all of its obligations under, this Amendment Agreement II (to the extent applicable);
- 4.1.3 All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Amendment Agreement II are valid, legally binding and enforceable against it in accordance with the terms thereunder;
- 4.1.4 The execution and delivery by it of this Amendment Agreement II and the performance of its obligations hereunder and under the Amendment Agreement II do not and will not violate any provision of any regulations, its organisational documents or any agreement to which it is a party or by which it or any of its properties are bound;
- 4.1.5 No authorisation or approval of any governmental agency is required to enable it to lawfully perform its obligations hereunder.

3 TERMS AND RIGHTS OF THE SERIES D1 CCCPS

The Series D1 CCCPS issued pursuant to Series D1 Share Subscription Agreement, shall have terms and rights as provided under **Schedule II** of this Amendment Agreement II.

4 CAPITAL STRUCTURE OF THE COMPANY

The shareholding pattern of the Company on a Fully Diluted Basis as on the Execution Date of the Amendment Agreement II is as set out in **Part A** of **Schedule I**. The shareholding pattern of the Company on a Fully Diluted Basis upon allotment of Series D1 CCCPS to Series D1 Investor is as set out in **Part B** of **Schedule I**.

5 UNDERTAKING

- 5.1 The Parties agree that the provisions of this Amendment Agreement II modify the Shareholders' Agreement only to the extent provided herein and in case of conflict between the provisions of this Amendment Agreement II and the Shareholders' Agreement, in respect of matters specifically provided for herein, the provisions of this Amendment Agreement II shall prevail. All other provisions of the Shareholders' Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties thereto, and none of the rights and obligations of the Parties under the Shareholders' Agreement shall, except for the modifications contained in this Amendment Agreement II (and to the extent stated herein), be deemed to be altered or modified in any manner whatsoever.
- 5.2 The Parties agree that on and from the Effective Date, (a) this Amendment Agreement II shall form an integral part of the Shareholders' Agreement modified herein; (b) the Shareholders' Agreement shall be read together with this Amendment Agreement II and the terms of this Amendment Agreement II shall have the same effect as if all such terms and provisions had been set forth in the Shareholders' Agreement; and (c) the Shareholders' Agreement as amended by this Amendment Agreement II shall be construed as a single agreement.
- 5.3 The Parties agree to take all such steps and carry out all the deeds and actions, as may be necessary, to give effect to this Amendment Agreement II. Each of the Shareholders shall exercise their voting rights in the Company to approve and authorize the taking all such actions as may be necessary to amend the Charter Documents in conformity with the provisions of the Shareholders' Agreement, as amended by this Amendment Agreement II. In the event of any conflict between the terms of this Amendment Agreement II and the provisions of the Charter Documents, the provisions of this Amendment Agreement II shall prevail in relation to the matters set out herein, and the Parties shall procure that the Charter Documents are promptly amended, in order to conform to the provisions of this Amendment Agreement II.
- 5.4 This Amendment Agreement II may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this agreement by executing a counterpart.

6 TERM AND TERMINATION

From the Closing Date prescribed within the Series D1 Share Subscription Agreement (“**Effective Date**”), this Amendment Agreement II shall be co-terminus with the Shareholders' Agreement and shall remain valid until the Shareholders' Agreement is terminated by the Parties in accordance with the provisions thereof.

7 MISCELLANEOUS

- 7.1 The provisions of Clause 16.6 (*Notices*), 16.13 (*Dispute Resolution*) and 16.14 (*Governing Law and Jurisdiction*) of the Shareholders' Agreement (as amended by this Amendment Agreement II) shall apply, *mutatis mutandis*, to this Amendment Agreement II.

7.2 Each of the Existing Investors (for itself and on behalf of its Affiliates, as applicable), hereby (i) provide their irrevocable and unconditional consent to the execution and performance of this Amendment Agreement II and the Series D1 Share Subscription Agreement, the issuance and allotment of the Series D1 CCCPS and completion of actions as required under the Series D1 Share Subscription Agreement and the Articles; and (ii) waive any rights (including rights of pre-emption) that they may have (arising presently or in the future) under the Shareholders' Agreement and the Articles, in connection with matters set out in Clause 7.2(i) of this Amendment Agreement II and transactions contemplated thereunder.

8 VALID EXECUTION

8.1 This Amendment Agreement II 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 II 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.

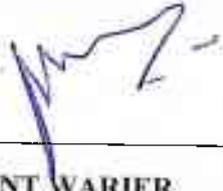
[Remainder of this page intentionally left blank; Signature pages follow]

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
ON THE DATE AND THE YEAR HEREINABOVE WRITTEN.**

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



Name: PRASHANT WARIER



PRASHANT WARIER

For and on behalf of **MERCK GLOBAL HEALTH INNOVATION FUND, LLC**

A handwritten signature in black ink, appearing to read "William J. Taranto", is written over a horizontal line.

Name: William J. Taranto

Designation: President, Merck Global Health Innovation Fund, LLC
Vice President, Merck Global Health Innovation Group

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



Name: **Srikanth Velamakanni**

For and on behalf of **NOVO HOLDINGS A/S**



Name: **Amit Kakar**

For and on behalf of **HEALTHQUAD FUND II**

A handwritten signature in black ink, appearing to read 'CA JANSSEN', written over a horizontal line.

Name: Charles-Antoine Janssen, Managing Partner, HealthQuad

For and on behalf of **MASSMUTUAL VENTURES SOUTHEAST ASIA I LLC**



Name: Ryan Collins

For and on behalf of **TEAMFUND LP**



Name: Yousuf Mazhar, Managing Partner

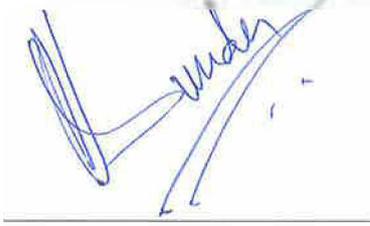
For and on behalf of **PEAK XV PARTNERS INVESTMENTS VI (PREVIOUSLY KNOWN AS SCI INVESTMENTS VI)**



Name: Satyadeo Bissessur

Designation: Director

For and on behalf of **REDWOOD TRUST**

A handwritten signature in blue ink, appearing to read 'Sunder Ramdas', is written over a horizontal line. The signature is stylized and cursive.

Sunder Ramdas

Authorized Signatory

SCHEDULE I - PART A

**SHAREHOLDING PATTERN OF THE COMPANY AS OF THE AMENDMENT AGREEMENT II EXECUTION DATE
(ON A FULLY DILUTED BASIS)**

Sr.No	Shareholder	ESOP	Equity Shares	CCCPS	OCPS*	Series C1-A CCCPS*	Series C1-B CCCPS*	Series C2-A CCCPS ***	Series C2-B CCCPS ***	Total	Shareholding Percentage
1	Fractal Analytics Private Limited ('Fractal')	-	25,00,00,000	-	-	-	-	-	-	25,00,00,000	36.92%
2	Employee Round Subscribers	-	66,92,488	-	-	-	-	-	-	66,92,488	0.99%
3	Peak XV Partners Investments VI	-	10	8,57,35,515	-	-	-	-	-	8,57,35,525	12.66%
4	REDWOOD TRUST	-	10	6,04,369	-	-	-	-	-	6,04,379	0.09%
5	MassMutual Ventures Southeast Asia I LLC	-	-	5,09,18,406	-	-	-	-	-	5,09,18,406	7.52%
6	ESOP	2,40,42,692	-	-	-	-	-	-	-	2,40,42,692	3.55%
7	New ESOP	1,06,67,965	-	-	-	-	-	-	-	1,06,67,965	1.58%
8	New New ESOP	1,30,33,648	-	-	-	-	-	-	-	1,30,33,648	1.92%
9	Individual (Prashant Warier)	3,75,97,480	43,47,971	-	1,59,72,882	22,50,000	15,00,000	3,41,348	6,82,695	6,26,92,376	9.26%
10	Individual (Pooja Rao)	-	10,00,000	-	80,10,425	-	-	-	-	90,10,425	1.33%
11	Individual (Tarun Nimmada)	-	18,57,339	-	-	-	-	-	-	18,57,339	0.27%
12	Individual (Vamsidhar Yeddu)	-	1,01,107	-	-	-	-	-	-	1,01,107	0.01%

13	Individual (Swetha Tanamala)	-	2,94,463	-	-	-	-	-	-	2,94,463	0.04%
14	Novo Holdings A/S	-	10	6,58,61,851	-	-	-	-	-	6,58,61,861	9.73%
15	HealthQuad Fund II	-	10	6,80,57,246	-	-	-	-	-	6,80,57,256	10.05%
16	Merck Holdings II Corp	-	-	58,11,341	-	-	-	-	-	58,11,341	0.86%
17	Akshat Greentech Private Limited	-	-	36,15,945	-	-	-	-	-	36,15,945	0.53%
18	TeamFund LP	-	-	38,74,227	-	-	-	-	-	38,74,227	0.57%
19	ESOP March 2022	1,38,36,523	-	-	-	-	-	-	-	1,38,36,523	2.04%
20	Individual (Sanya Chawla)	-	50,000	-	-	-	-	-	-	50,000	0.01%
21	Individual (Adlon Pereira)	-	1,00,000	-	-	-	-	-	-	1,00,000	0.01%
22	Individual (Anish Chhparwal)	-	25,000	-	-	-	-	-	-	25,000	0.00%
23	Individual (Neema Jayadas)	-	46,124	-	-	-	-	-	-	46,124	0.01%
24	Individual (Kaitik Shah)	-	1,25,000	-	-	-	-	-	-	1,25,000	0.02%
25	Individual (Pradeep Kumar)	-	1,00,000	-	-	-	-	-	-	1,00,000	0.01%
26	Individual (Ayushi Gupta)	-	25,000	-	-	-	-	-	-	25,000	0.00%
27	Individual (Dilruba Nedumpalli)	-	50,000	-	-	-	-	-	-	50,000	0.01%
Total		9,91,78,308	26,48,14,532	28,44,78,900	2,39,83,307	22,50,000	15,00,000	3,41,348	6,82,695	67,72,29,090	100.00%
Grant Total (Preference + Equity)		67,72,29,090									

Notes:

* The OCPS will be converted into Equity Shares, on the occurrence of Conversion Events in the ratio of 1:10 at the option of the holders of these instruments.

** Series C1 A CCCPS and Series C1 B CCCPS will be converted into Equity Shares in the ratio of 1:10 in lieu of 3,75,97,480 ESOPs granted to Mr. Prashant Warier. Depending on the occurrence or non-occurrence of the relevant trigger events, Mr. Prashant Warier will either be entitled to Equity Shares arising on conversion of the Management Shareholder Options or Equity Shares arising on conversion of Series C1 CCCPS. Upon occurrence of a Series C1 trigger event, the relevant ESOPs, in lieu of which the Series C1 CCCPS and/or Series C2 CCCPS have been granted, will get cancelled. In case a Series C1 trigger event does not occur, then the relevant Series C1 A CCCPS and/or Series C1 B CCCPS (as the case may be) will stand forfeited and he will continue to hold the ESOPs.

*** Series C2 A CCCPS and Series C2 B CCCPS are issued in lieu of additional MSOPs. Upon occurrence of a Series C2 trigger event, the relevant Series C2 CCCPS will get converted into Equity Shares in the ratio of 1:10. In case a Series C2 trigger event does not occur, then the conversion ratio will remain as 1:1 for the relevant Series C2 CCCPS.

SCHEDULE I - PART B

SHAREHOLDING PATTERN OF THE COMPANY UPON ALLOTMENT OF SERIES D1 CCCPS TO SERIES D1 INVESTOR (ON A FULLY DILUTED BASIS)

Sr.No	Shareholder	ESOP	Equity Shares	CCCPS	OCPS*	Series C1-A CCCPS*	Series C1-B CCCPS*	Series C2-A CCCPS***	Series C2-B CCCPS***	Series D1 CCCPS	Total	Shareholding Percentage
1	Fractal Analytics Private Limited ('Fractal')	-	25,00,00,000	-	-	-	-	-	-	-	25,00,00,000	36.65%
2	Employee Round Subscribers	-	66,92,488	-	-	-	-	-	-	-	66,92,488	0.98%
3	Peak XV Partners Investments VI	-	10	8,57,35,515	-	-	-	-	-	-	8,57,35,525	12.57%
4	REDWOOD TRUST	-	10	6,04,369	-	-	-	-	-	-	6,04,379	0.09%
5	MassMutual Ventures Southeast Asia I LLC	-	-	5,09,18,406	-	-	-	-	-	-	5,09,18,406	7.46%
6	ESOP	2,40,42,692	-	-	-	-	-	-	-	-	2,40,42,692	3.52%
7	New ESOP	1,06,67,965	-	-	-	-	-	-	-	-	1,06,67,965	1.56%
8	New New ESOP	1,30,33,648	-	-	-	-	-	-	-	-	1,30,33,648	1.91%
9	Individual (Prashant Warier)	3,75,97,480	43,47,971	-	1,59,72,882	22,50,000	15,00,000	3,41,348	6,82,695	-	6,26,92,376	9.19%
10	Individual (Pooja Rao)	-	10,00,000	-	80,10,425	-	-	-	-	-	90,10,425	1.32%
11	Individual (Tarun Nimmada)	-	18,57,339	-	-	-	-	-	-	-	18,57,339	0.27%
12	Individual (Vamsidhar Yeddu)	-	1,01,107	-	-	-	-	-	-	-	1,01,107	0.01%

13	Individual (Swetha Tanamala)	-	2,94,463	-	-	-	-	-	-	-	2,94,463	0.04%
14	Novo Holdings A/S	-	10	6,58,61,851	-	-	-	-	-	-	6,58,61,861	9.65%
15	HealthQuad Fund II	-	10	6,80,57,246	-	-	-	-	-	-	6,80,57,256	9.98%
16	Merck Holdings II Corp	-	-	58,11,341	-	-	-	-	-	-	58,11,341	0.85%
17	Akshat Greentech Private Limited	-	-	36,15,945	-	-	-	-	-	-	36,15,945	0.53%
18	TeamFund LP	-	-	38,74,227	-	-	-	-	-	-	38,74,227	0.57%
19	ESOP March 2022	1,38,36,523	-	-	-	-	-	-	-	-	1,38,36,523	2.03%
20	Individual (Sanya Chawla)	-	50,000	-	-	-	-	-	-	-	50,000	0.01%
21	Individual (Adlon Pereira)	-	1,00,000	-	-	-	-	-	-	-	1,00,000	0.01%
22	Individual (Anish Chhapparwal)	-	25,000	-	-	-	-	-	-	-	25,000	0.00%
23	Individual (Neema Jayadas)	-	46,124	-	-	-	-	-	-	-	46,124	0.01%
24	Individual (Kaitik Shah)	-	1,25,000	-	-	-	-	-	-	-	1,25,000	0.02%
25	Individual (Pradeep Kumar)	-	1,00,000	-	-	-	-	-	-	-	1,00,000	0.01%
26	Individual (Ayushi Gupta)	-	25,000	-	-	-	-	-	-	-	25,000	0.00%
27	Individual (Dilruba Nedumpalli)	-	50,000	-	-	-	-	-	-	-	50,000	0.01%
28	Merck Global Health Innovation Fund LLC	-	-	-	-	-	-	-	-	49,57,644	49,57,644	0.73%
Total		9,91,78,308	26,48,14,532	28,44,78,900	2,39,83,307	22,50,000	15,00,000	3,41,348	6,82,695	49,57,644	68,21,86,734	100.00%
Grant Total (Preference + Equity)		68,21,86,734										

Notes:

* The OCPS will be converted into Equity Shares, on the occurrence of Conversion Events in the ratio of 1:10 at the option of the holders of these instruments.

** Series C1 A CCCPS and Series C1 B CCCPS will be converted into Equity Shares in the ratio of 1:10 in lieu of 3,75,97,480 ESOPs granted to Mr. Prashant Warier. Depending on the occurrence or non-occurrence of the relevant trigger events, Mr. Prashant Warier will either be entitled to Equity Shares arising on conversion of the Management Shareholder Options or Equity Shares arising on conversion of Series C1 CCCPS. Upon occurrence of a Series C1 trigger event, the relevant ESOPs, in lieu of which the Series C1 CCCPS and/or Series C2 CCCPS have been granted, will get cancelled. In case a Series C1 trigger event does not occur, then the relevant Series C1 A CCCPS and/or Series C1 B CCCPS (as the case may be) will stand forfeited and he will continue to hold the ESOPs.

*** Series C2 A CCCPS and Series C2 B CCCPS are issued in lieu of additional MSOPs. Upon occurrence of a Series C2 trigger event, the relevant Series C2 CCCPS will get converted into Equity Shares in the ratio of 1:10. In case a Series C2 trigger event does not occur, then the conversion ratio will remain as 1:1 for the relevant Series C2 CCCPS.

SCHEDULE II

TERMS OF SERIES D1 CCCPS

1. DIVIDEND RIGHTS

- 1.1. The Series D1 CCCPS are issued at a minimum preferential dividend rate of 0.0001% (zero point zero zero zero one percent) per annum (the “**Series D1 Preferential Dividend**”). The Series D1 Preferential Dividend is cumulative and shall accrue from year to year whether or not paid, and accrued dividends shall be paid in full (together with dividends accrued from prior years), prior and in preference to any dividend or distribution payable upon shares of any other class or series in the same fiscal year. Notwithstanding the above, the Series D1 Preferential Dividend shall be due only when declared by the Board.
- 1.2. In addition to and after payment of the Series D1 Preferential Dividend, each Series D1 CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.
- 1.3. No dividend or distribution shall be paid on any share of any class or series of the Company if and to the extent that as a consequence of such dividend or distribution any Series D1 CCCPS would be entitled to a dividend hereunder greater than the maximum amount permitted to be paid in respect of Series D1 CCCPS of an Indian company held by a non-resident under applicable Laws (including, without limitation, the Foreign Exchange Management (Non-debt Instruments) Rules, 2019).

2. LIQUIDATION PREFERENCE

In case of a Liquidation Event, the liquidation proceeds shall be paid or distributed in accordance with Clause 7 of this Agreement.

3. CONVERSION OF THE SERIES D1 CCCPS

3.1. Conversion

- 3.1.1. Each Series D1 CCCPS may be converted into Equity Shares at any time at the option of the holder of the Series D1 CCCPS based on the Series D1 Conversion Price.
- 3.1.2. Subject to compliance with applicable Laws, each Series D1 CCCPS shall automatically be converted into Equity Shares, at the Series D1 Conversion Price, upon the earlier of (i) 1 (one) day prior to the expiry of 20 (twenty) years from their respective date of issuance, as applicable; or (ii) in connection with an IPO, prior to the filing of a prospectus (or equivalent document, by whatever name called) by the Company with the competent authority or such later or earlier date as may be permitted or required under applicable Laws.
- 3.1.3. The Series D1 CCCPS shall be converted into Equity Shares at the Series D1 Conversion Price determined as provided herein in effect at the time of conversion (“**Series D1 Conversion Price**”).
- 3.1.4. The initial Series D1 Conversion Price for the Series D1 CCCPS shall be the Subscription Price in relation to the Series D1 CCCPS.

3.2. Conversion Procedure

- 3.2.1. Each holder of a Series D1 CCCPS who elects to convert the same into Equity Shares shall surrender the relevant share certificate or certificates therefore at the registered office of the Company, and shall, at the time of such surrender, give written notice to the Company that such holder has elected to convert the same and shall state in such notice the number of Series D1 CCCPS being converted.
- 3.2.2. Within 10 (ten) days after receipt of such notice and the accompanying share certificates, the Company shall issue and deliver to the holder of the converted Series D1 CCCPS, a share certificate or certificates for the aggregate number of Equity Shares issuable upon such conversion.

- 3.2.3. Where such aggregate number of Equity Shares includes any fractional share, such fractional share shall be disregarded. Subject to the requirements of applicable laws, such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the Series D1 CCCPS, and the person entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the record holder of such Equity Shares on such date.

3.3. Anti-dilution

The anti-dilution adjustments shall be made or distributed in accordance with Clause 5.2 of this Agreement.

4. VOTING RIGHTS

The holders of the Series D1 CCCPS shall be entitled to receive notice of and vote on all matters that are submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares). The Company and the Management Shareholder hereby acknowledge that the subscribers of the Series D1 CCCPS have agreed to subscribe to the Series D1 CCCPS on the basis that they will be able to exercise voting rights on the Series D1 CCCPS as if the same were converted into Equity Shares. Each Series D1 CCCPS shall entitle the holder to the number of votes equal to the number of whole or fractional Equity Shares into which such Series D1 CCCPS could then be converted. To this effect, so long as applicable Laws do not permit the holders of Series D1 CCCPS to exercise voting rights on all Shareholder matters submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares), then until the conversion of all the Series D1 CCCPS into Equity Shares, the Management Shareholder shall vote in accordance with the instructions of the Series D1 Investor at a general meeting or provide proxies without instructions to the Series D1 Investor for the purposes of a general meeting, in respect of such number of Equity Shares held by him. The Management Shareholder will exercise its votes in favour of each Investor, in proportion to each Investor's inter se shareholding in the Company.

5. GENERAL

Certificate of Adjustment. In each case of any adjustments, the Company shall cause any of its Directors to compute such adjustment or readjustment and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to the holder of the Series D1 CCCPS at its respective address as shown in the Company's statutory registers.

6. PARI PASSU RIGHTS

In accordance with the terms of the Shareholders Agreement, the holder of the Series D1 CCCPS will be entitled to such pari passu voting, dividend, liquidation preference and conversion and other rights that are granted to the Securities issued as part of the Qualified Financing Round; and the terms and conditions of the Series D1 CCPS will be deemed automatically amended to match the terms and conditions of such Securities to the above extent.