



महाराष्ट्र MAHARASHTRA

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AY 644306

प्रधान नुद्रांक कार्यालय, मुंबई  
प.नु.वि.क्र. ८०००००३  
24 NOV. 2020  
सक्षम अधिकारी ✓

श्री. दि. क. गवई

THIS STAMP PAPER FORMS AN INTEGRAL PART OF FRAMEWORK AGREEMENT  
EXECUTED BETWEEN FRACTAL ANALYTICS PRIVATE LIMITED, MS. DIVYA RAKESH  
AND MR. SANDEEP MEHTA DATED DECEMBER 15, 2020

जोडपत्र-१ Annexure - I

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit (U/T)

0000007

मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

मुद्रांक विक्रीबाबतची नोंद घेणे/नसणे क्रमांक \_\_\_\_\_ दिनांक \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_ परवानगीसाठी मुद्रांक विक्रीत्याची सही \_\_\_\_\_

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे नाव/पत्ता : श्री. अशोक धनुर्नाथ कदम

२१०, शशिद भगत सिंह रोड, ताळमजला रस्ता, आनंद भुवन, फोर्ट, मुंबई-४००००९.

- 2 DEC 2020

- 2 DEC 2020

उक्त बाबत कोणत्याही प्रकारचा न्यायसहाय्य किंवा न्यायसहाय्य किंवा न्यायसहाय्य किंवा न्यायसहाय्य मुद्रांक कारणासाठी आवश्यकता नाही. (जासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी कोणी मुद्रांक खरेदी केला त्यांना त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून नसण्याबाबतचे धोरण रचणे बांधकामकारक आहे.

जोडपत्र - २ Annexure - II

दस्तावा प्रकार	
दस्त नोंदणी करायचे का ?	YES/NO
मिळकतीचे प्रकार -	
मुद्रांक विकत घेणाऱ्याचे नाव	Di'ya Rakesh (Khomadi Pune)
दुसऱ्या	Fractal Analytics Pvt Ltd
हस्त	SPF
मुद्रांक	
मुद्रांक	
मुद्रांक	
मुद्रांक	
परवाना क्रमांक	
मुद्रांक विक्री	श्री. अशोक धनुर्नाथ कदम
२१०, शशिद भगत सिंह रोड, ताळमजला रस्ता, आनंद भुवन, फोर्ट, मुंबई-४००००९.	
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प.मु.वि.क्र. ८०००००३  
24 NOV 2020  
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THIS STAMP PAPER FORMS AN INTEGRAL PART OF FRAMEWORK AGREEMENT  
EXECUTED BETWEEN FRACTAL ANALYTICS PRIVATE LIMITED, MS. DIVYA RAKESH  
AND MR. SANDEEP MEHTA DATED DECEMBER 15, 2020



**DATED 15<sup>th</sup> December, 2020**

**FRAMEWORK AGREEMENT**

**AMONGST**

**FRACTAL ANALYTICS PRIVATE LIMITED**

**AND**

**MR. DIVYA RAKESH**

**AND**

**MR. SANDEEP MEHTA**

## FRAMEWORK AGREEMENT

This **FRAMEWORK AGREEMENT** (the “**Agreement**”) is executed at Mumbai, on 15<sup>th</sup> December, 2020 (“**Execution Date**”):

### BY AND AMONGST:

1. **FRACTAL ANALYTICS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Level 7, Commerz II, International Business Park, Oberoi Garden City, Goregaon East, Mumbai 400063 (hereinafter collectively 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) of the **FIRST PART**;
2. **MR. DIVYA RAKESH**, aged 41 years, residing at C 34, 9th Floor, Mount N Glory, Kharadi, Pune - 14 (hereinafter referred to as “**Founder 1**” which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **SECOND PART**; and
3. **MR. SANDEEP MEHTA**, aged 37 years, residing at 1803, Tower 5, Raheja Vista Premiere, 27, Survey No. 27/1, 2, NIBM Rd, Mohammed Wadi, Pune, Maharashtra - 411028 (hereinafter referred to as “**Founder 2**” which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **THIRD PART**.

Founder 1 and Founder 2 are collectively referred to as the “**Founders**”. The Founders and Fractal are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- (A) Fractal is *inter alia* engaged in the business of providing a discrete, integrated or bespoke suite of services, consulting, solutions, technology platforms and software products, using, either individually or using a combination of, advanced analytics, artificial intelligence, software engineering (including data, cloud, digital and AI engineering), behavioral sciences, design and user experience, delivered on-premise, remote, on the edge, in a hybrid environment, or on the cloud.
- (B) The Founders have incorporated Zerogons Software Private Limited (“**Zerogons**”), and Exadatum Software Services Private Limited (“**Exadatum**”). Zerogons has developed a low code data science and analytics platform to help enterprise build data science and analytics solutions without worrying about technology and skills (“**Platform**”). Exadatum is the absolute owner of the IP Assets.
- (C) Fractal is desirous of purchasing the IP Assets and hiring the Employees. In this regard, Fractal and Zerogons entered into an exclusivity agreement dated 9<sup>th</sup> October 2020 and commercial construct letter dated 9<sup>th</sup> October 2020 setting out the Parties intent to acquire the IP Assets and hire the Employees. It is contemplated that the IP Assets shall first be transferred by Exadatum to Zerogons and subsequently by Zerogons to Fractal. Upon purchase of the IP Assets and hiring of the Employees by Fractal, the Founders shall take necessary actions to wind-up Zerogons within the time frame set out in this Agreement.
- (D) The Parties are now desirous of entering into this Agreement to set out the framework of the Transaction and the rights and obligations of the respective Parties and other matters in connection with the Transaction.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

As used in this Agreement, the following terms shall have the following meanings ascribed below:

“**Act**” means the Companies Act, 2013, as amended from time to time and shall include any statutory replacement or re-enactment thereof and the rules and regulations framed thereunder.

“**Affiliate**” means and includes, in respect of: (i) any Party, other than a natural Person, any other Person that directly or indirectly, through one or more intermediate Persons, Controls, is Controlled by, or is under the common Control of such Party; or (ii) in case of Parties who are natural persons, any other Person who is a Relative of such Party and any other Person Controlled by such Party or the Relatives of such Party.

“**Applicable Law**” shall mean any statute, law, bylaw, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority, in each case as amended from time to time.

“**Business Day**” shall mean a day on which scheduled commercial banks are open for business in Mumbai, India.

“**Calendar Year**” means the period commencing from the 1<sup>st</sup> day of January of every calendar year and ending on the 31<sup>st</sup> December of the same calendar year;

“**Confidential Information**” has the meaning ascribed to it under Clause 8.1;

“**Control**” including with its grammatical variations such as “**Controlled by**”, “**that Controls**” and “**under common Control with**”, when used with respect to any Person, means and includes the possession, directly or indirectly, of, acting alone or together with another Person, the ability to direct the management and policies of such Person, whether

- (i) through the ownership of over 50% (fifty per cent) of the voting equity of such Person;
- (ii) through the power to appoint half or more than half of the members of the board of directors or similar governing body of such Person; or (iii) pursuant to Applicable Law or contractual arrangements.

“**Effective Date**” means the date on which the (i) Founder Employment Agreements have been executed; (ii) the transfer of the IP Assets to Fractal has been completed (such transfer being to the reasonable satisfaction of Fractal); and (iii) the New Employment Agreements have been executed. If all the actions set out above are not completed on the same date then the Effective Date shall mean and refer to the date on which the last of the action set out above has been completed.

“**Employee Retention Bonus**” has the meaning ascribed to it under Clause 3.3.3.

“**Employees**” means the employees of Exadatum as set out under **Schedule 6**.

“**Exadatum**” has the meaning ascribed to it under Recital B.

“**Fractal IP Assignment Agreement**” means the intellectual property assignment agreement between Zerogons, Founders and Fractal, as set out under **Schedule 3**.

“**Founder Employment Agreement**” means the employment agreements between each of the Founders with Fractal, as set out under **Schedule 4**.

“**Founder Retention Bonus**” has the meaning ascribed to it under Clause 3.2.3.

“**Governmental Authority**” means any government authority, statutory authority, regulatory authority, government department, administrative authority, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction.

“**Increment Cap**” has the meaning ascribed to it under Clause 3.3.2.

“**Indemnified Party**” has the meaning ascribed to it under Clause 5.1.

“**Indemnifying Party**” has the meaning ascribed to it under Clause 5.1.

“**IP Assets**” means the assets set out under **Schedule 2**.

“**IP Assignment Agreements**” means (i) the Zerogons IP Assignment Agreement, and (ii) Fractal IP Assignment Agreement.

“**Litigation**” means civil suits, civil and criminal actions, arbitration proceedings, legal notices, show cause notices, demand notices, prosecutions, mediation and all legal proceedings, or written claims of any kind, initiated by or against, or pending before, any court, judicial or quasi-judicial or regulatory authority, Governmental Authority, tribunal or any arbitrator.

“**Loss**” means all losses, claims, liabilities, defaults, damages, reasonable expenses (including fees of professional advisors and attorneys), penalties, fines, proceedings, settlements, awards, demands, judgments and Taxes.

“**New Employment Agreement**” means the employment agreement entered into between each of the Employees with Fractal, as set out under **Schedule 5**.

“**Performance Linked Bonus**” means the amount payable by Fractal to each of the Founders and each of the Employees and the quantum of such amount being linked to the performance of the Platform or such other parameters as may be mutually decided by the Parties.

“**Person**” means any individual or other entity, whether a corporation, firm, company, joint venture, trust, hindu undivided family (HUF), association, organization, partnership, proprietorship or limited liability partnership, including any governmental agency or regulatory body.

“**Platform**” has the meaning ascribed to it under Recital B.

“**Relative**” shall have the meaning ascribed to it under the Act.

“**Signing Bonus**” means the amount payable by Fractal to (i) each of the Founders upon execution of the Founder Employment Agreements by each of the Founders, and (ii) each

of the Employees at the end of each month for a period of 12 (twelve) months beginning from the date of execution of the New Employment Agreement by each of the Employees.

“**Stock Options**” has the meaning ascribed to it under Clause 3.2.3.

“**Tax**” or “**Taxes**” shall mean any tax, levy, impost, duty, tariff or other charges of any kind imposed by any Governmental Authority or taxing authority, including taxes or other charges on or with respect to income, windfall or other profits, profits or dividend distributions, gross receipts, property, sales, services, use, payroll, employment, social security, workers’ compensation, unemployment compensation, minimum alternate taxes, taxes including or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs’ duties, goods and service tax, tariffs, and similar charges including any cess or penalty or default interest, late fee etc. payable in connection with any failure to pay or any delay in paying any of the same, as may be applicable.

“**Transaction**” means:

- (i) the acquisition of the IP Assets by Zerogons from Exadatum;
- (ii) the acquisition of the IP Assets by Fractal from Zerogons;
- (iii) the hiring of the Employees by Fractal; and
- (iv) the winding-up of Zerogons.

“**Transaction Documents**” shall mean, as the context may require, all or any of the following:

- (a) this Agreement;
- (b) IP Assignment Agreements;
- (c) Founders Employment Agreements;
- (d) New Employment Agreements; and
- (e) any other deed, document, agreement or any written instrument executed pursuant to or in connection with the Transaction or any other document designated as a ‘Transaction Document’ by the Parties.

“**Transfer Date**” has the meaning ascribed to it under Clause 3.1.1.

“**Zerogons**” has the meaning ascribed to it under Recital B.

“**Zerogons IP Assignment Agreement**” means the intellectual property assignment agreement between Zerogons and Exadatum, as set out under **Schedule 1**.

## 1.2 Construction

- (i) In this Agreement unless the context otherwise requires:
  - (a) reference to an “**amendment**” includes a supplement, modification, novation, accession, assignment, replacement or re-enactment and “**amended**” is to be construed accordingly;

- (b) references made to any statutory provisions or legislations shall include (i) any modifications, consolidation, re-enactments, made after the date of this Agreement and (ii) circulars, notifications, orders issued pursuant to such legislations;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) unless the context otherwise requires, the singular includes the plural and vice versa;
- (e) words denoting the singular shall include the plural and words denoting any gender shall include all genders;
- (f) the Schedules and the annexures shall form an integral part of this Agreement and all provisions contained in the Schedules and the annexures hereunder written shall have effect in the manner as if they were specifically set forth herein;
- (g) headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same;
- (h) references to recitals, clauses or annexures are, unless the context otherwise requires, references to recitals, clauses and annexures to this Agreement;
- (i) reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form;
- (j) the words “include” and “including” are to be construed without limitation.

## **2. BINDING OBLIGATIONS**

- 2.1** Each Party agrees and confirms that the principal objective of this Agreement is to set out the agreement between the Parties in relation to the Transaction.
- 2.2** The terms and conditions of this Agreement shall be binding upon and effective as between the Parties, who have executed this Agreement on and from the Execution Date.
- 2.3** The Parties agree that the Transaction shall be implemented in the manner and in accordance with the provisions of this Agreement and the other Transaction Documents.

## **3. TRANSACTION STEPS**

Pursuant to the execution of this Agreement, the following actions shall take place in order to effect the Transaction:

### **3.1 Execution of IP Assignment Agreements**

- 3.1.1** Within 3 (three) Business Days from the Execution Date, Exadatum, Founders and Zerogons shall enter into the Zerogons IP Assignment Agreement whereby Exadatum shall transfer the IP Assets to Zerogons. The transfer of the IP Assets by Exadatum to Zerogons shall be for a consideration of INR 5,00,000. The Founders shall ensure that the transfer of the IP Assets by Exadatum to Zerogons comes into effect within a period of 7 days from the date of execution of the Zerogons IP Assignment Agreement (“**Transfer Date**”).

3.1.2 Within 3 (three) Business Days from the Transfer Date, Zerogons, Founders and Fractal shall enter into the Fractal IP Assignment Agreement whereby Zerogons shall transfer the IP Assets to Fractal for a consideration of INR 5,00,000 which shall be effective from the Effective Date.

### 3.2 Execution of Founder Employment Agreements

3.2.1 Within 10 (ten) Business Days from the Execution Date, each of the Founders shall enter into the Founder Employment Agreement with Fractal, which shall be effective from the Effective Date. Each of the Founders shall be entitled to an increment of 10% of their base salary of a particular calendar year effective from 1<sup>st</sup> October of a calendar year till 30<sup>th</sup> September of the next calendar year subject to the terms set out under their respective Founder Employment Agreement and which shall, in the aggregate, not exceed (i) INR 1,43,50,000 for the Calendar Year ending 31<sup>st</sup> December 2021, (ii) INR 1,57,85,000 for the Calendar Year ending 31<sup>st</sup> December 2022, and (iii) INR 1,73,63,500 for the Calendar Year ending 31<sup>st</sup> December 2023. The first increment on the base salaries of each of the Founders would be effective from 1<sup>st</sup> October 2021 till 30<sup>th</sup> September 2022.

3.2.2 Upon execution of the Founder Employment Agreements, the New Employment Agreements and transfer of the IP Assets to Fractal (such transfer being to the reasonable satisfaction of Fractal), each of the Founders shall be entitled to the Signing Bonus in the proportion as set out under their respective Founder Employment Agreement. The aggregate Signing Bonus entitlement of the Founders shall not exceed INR 1,46,00,000.

3.2.3 The Founders shall also be entitled to (i) a retention bonus at the end of 30<sup>th</sup> September of each calendar year (“**Founder Retention Bonus**”) which shall, in the aggregate, not exceed (a) INR 72,00,000 for the period from 1<sup>st</sup> October 2020 to 30<sup>th</sup> September 2021, (b) INR 72,00,000 for the period from 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2022, and (c) INR 72,00,000 for the period from 1<sup>st</sup> October 2022 to 30<sup>th</sup> September 2023; and (ii) a Performance Linked Bonus at the end of 30<sup>th</sup> September of each calendar year which shall not, in the aggregate, exceed (a) INR 66,33,333 for the period from 1<sup>st</sup> October 2020 to 30<sup>th</sup> September 2021, (b) INR 73,33,333 for the period from 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2022, and (c) INR 73,33,333 for the period from 1<sup>st</sup> October 2022 to 30<sup>th</sup> September 2023, in each case, as set out under their respective Founder Employment Agreement. The Founder Retention Bonus and Performance Linked Bonus payable to the Founders for the period from 1<sup>st</sup> October 2020 to 30<sup>th</sup> September 2021 shall be pro-rated (basis the number of the months in which Founders are in employment with Fractal).

3.2.4 Fractal shall have the right to set off, deduct or withhold the amount of Signing Bonus or such other amounts payable to the Founders pursuant to the Transaction in the event some or all of the Employees refuse or fail to enter into New Employment Agreements with Fractal (for any reasons whatsoever).

3.2.5 The Founders shall each be entitled to employee stock options of Fractal (“**Stock Options**”). The Stock Options shall be granted to each of the Founders at the first board meeting of Fractal held after the Effective Date or such other date as may be mutually agreed between the Parties in writing. The Founders shall, in the aggregate, be entitled to receive Stock Options not exceeding INR 1,60,00,000 and the fair market value of such Stock Options shall be determined as of the date of the grant of the Stock Options. The Stock Options shall vest at the rate of 25% per annum over a period 4 years (with a cliff period of 1 year) from the date of the grant.

### 3.3 Execution of New Employment Agreements

- 3.3.1 Within 10 (ten) Business Days from the Execution Date, each of the Employees shall enter into the New Employment Agreement with Fractal which shall be effective from the Effective Date.
- 3.3.2 Fractal shall pay each of the Employees the Signing Bonus in the proportion set out under their respective New Employment Agreement. The Signing Bonus shall be paid to each Employee at the end of each month for a period of 12 (twelve) months beginning from the date of execution of the New Employment Agreement. The aggregate Signing Bonus entitlement of the Employees shall not exceed INR 25,00,000. For avoidance of doubt, in the event some or all of the Employees refuse or fail to enter into New Employment Agreements with Fractal, for any reason whatsoever, the Signing Bonus under this Clause 3.3.2 shall stand proportionately reduced.
- 3.3.3 The Employees shall also be entitled to (i) a retention bonus at the end of 30<sup>th</sup> September of each calendar year (“**Employee Retention Bonus**”) which shall, in the aggregate, not exceed (a) INR 20,00,000 for the period from 1<sup>st</sup> October 2020 to 30<sup>th</sup> September 2021, (b) INR 51,00,000 for the period from 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2022 and (c) INR 54,00,000 for the period from 1<sup>st</sup> October 2022 to 30<sup>th</sup> September 2023. The Employee Retention Bonus payable to each of the Employees for the period from 1<sup>st</sup> October 2020 to 30<sup>th</sup> September 2021 shall be pro-rated (basis the number of the months in which each of the Employees are in employment with Fractal).
- 3.3.4 The Employees shall each be entitled to an annual increment to their base salary of a particular calendar year effective from 1<sup>st</sup> October of a calendar year till 30<sup>th</sup> September of the next calendar year subject to the terms set out under their respective New Employment Agreement. The aggregate increment entitlement of all the Employees shall, in the aggregate, not exceed (i) INR 1,49,50,375 for the Calendar Year ending 31<sup>st</sup> December 2021, (ii) INR 1,71,92,931 for the Calendar Year ending 31<sup>st</sup> December 2022, and (iii) INR 1,97,71,871 for the Calendar Year ending 31<sup>st</sup> December 2023 (“**Increment Cap**”). For avoidance of doubt, in the event an Employee’s employment with Fractal is terminated, for any reason whatsoever, the Increment Cap shall stand proportionately reduced. The first increment on the base salaries of each of the Employees would be effective from 1<sup>st</sup> October 2021 till 30<sup>th</sup> September 2022.

#### **3.4 Winding-up of Zerogons**

- 3.4.1 The Founders shall be under an obligation to wind-up Zerogons by 31<sup>st</sup> March 2021, in accordance with the provisions of the Act. In the event Zerogons is not wound up by 31<sup>st</sup> March 2021 for any unforeseen event, then the Parties shall mutually agree in writing to extend the date of winding up of Zerogons.
- 3.4.2 Fractal shall have the right to set off, deduct or withhold the amount of Signing Bonus, Founder Retention Bonus, Performance Linked Bonus or such other amounts payable to the Founders pursuant to the Transaction in the event the Founders fail to wind-up Zerogons within the timeline set out under Clause 3.4.1.

#### **3.5 Assuming liabilities**

- 3.5.1 Subject to Clause 3.5.2 below, Fractal shall not assume any liabilities and obligations of Zerogons and Exadatum in relation to the Transaction.
- 3.5.2 The Founders shall be responsible for any Tax related liabilities or any Tax that may be payable in relation to the Transaction.

### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1** Fractal represents and warrants that:
- 4.1.1 it has the corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder;
  - 4.1.2 it is duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all corporate powers and all governmental approvals required to carry out its business as now conducted; and
  - 4.1.3 the execution, delivery and performance of this Agreement by it will not violate or breach any other agreement, consent, charter document, approval to which it is a party or lead to breach of Applicable Law.

**4.2** Each of the Founders jointly and severally represent and warrant that:

- 4.2.1 they have full authority and capacity to enter into, execute and deliver this Agreement and to perform his obligations and the transactions contemplated hereby;
- 4.2.2 they are of sound mind and are competent to enter into a contract and consummate the transactions contemplated under this Agreement;
- 4.2.3 the IP Assets do not infringe upon any intellectual property rights of any third party and the Transaction will not result in any claim from any third party or any Government Authority;
- 4.2.4 they have taken all relevant approvals and consents, from all third parties and Government Authorities for the consummation of the Transaction; and
- 4.2.5 the execution, delivery and performance of this Agreement by him will not violate or breach any other agreement, consent, charter document, approval to which each of them are a party or to which Zerogons and Exadatum is a party or lead to breach of Applicable Law.

**5. INDEMNITY**

**5.1** On and from the Execution Date, the Founders (“**Indemnifying Party**”) hereby jointly and severally undertake to indemnify, defend and hold harmless Fractal, their respective directors, employees and agents (“**Indemnified Parties**”), from and against any and all Losses suffered or incurred by Indemnified Parties, as a result of or arising out of, or in relation to or otherwise in respect of:

- 5.1.1 failure to fulfil any covenant under this Agreement, by the Indemnifying Party;
- 5.1.2 any inaccuracy, misstatement, misrepresentation by the Indemnifying Party or any breach of the warranties in Clause 4.2 by the Indemnifying Party; and/or
- 5.1.3 any liabilities of Zerogons and Exadatum.

**5.2** All payments made to the Indemnified Parties pursuant to Clause 5, shall be made free and clear of any deductions including but not limited to withholding, income or other Taxes. If any payment by the Indemnifying Parties pursuant to this Clause 5 is subject to any such deduction or withholding under Applicable Law, the Indemnifying Parties shall pay the additional amount required to ensure that the net amount (after deduction or withholding) received by the Indemnified Parties is the amount that such Indemnified Parties would have received if the payment was not subject to such deduction or withholding.

**6. TERMINATION**

- 6.1 Fractal shall have the right to terminate this Agreement in case (i) of any breach or misrepresentation of the warranties made by the Founders, or (ii) failure by the Founder to fulfil any covenant under this Agreement
- 6.2 This Agreement may be terminated by mutual agreement, in writing, amongst the Parties.
- 6.3 Upon termination of this Agreement in accordance with the terms hereof, the rights and obligations of the Parties under this Agreement shall not survive, other than any right and obligation that may have accrued prior to such termination and the provisions of Clause 9 (*Survival*) to the extent that they are intended to survive the termination of this Agreement.

## 7. FURTHER ASSURANCES

Each of the Parties shall at all times act in good faith in discharge of their obligations under this Agreement and the other Transaction Documents and not contravene any of their terms. Each of the Parties agrees to: (a) execute and deliver necessary documents to give full and complete legal effect to the provisions of this Agreement and the other Transaction Documents (to which it is a party); (b) exercise its right, whether through holding shares or otherwise to give full and complete legal effect to the provisions of this Agreement and the other Transaction Documents (to which it is a party); and (c) render at all times all reasonable assistance and co-operation in its power to facilitate full and successful implementation of this Agreement and the other Transaction Documents (to which it is a party).

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 From the Execution Date, the Parties shall, and shall cause its respective Affiliates to, keep confidential and not to disclose Confidential Information to any third party, other than its Affiliates, direct and indirect shareholders and their respective directors, officers, consultants, employees, agents and investors, who are also bound by confidentiality obligations. “**Confidential Information**” means confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to Fractal or its subsidiaries and their businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., the terms of this Agreement, and details of negotiations between the Parties.

8.2 The obligations of confidentiality shall not apply to any information that:

- 8.2.1 was developed independently by any Party without the use of Confidential Information; or
- 8.2.2 has become generally available to the public (other than by virtue of its disclosure by disclosing Party in breach of this Agreement);
- 8.2.3 is disclosed in response to any summons or subpoena or in connection with any Litigation, enquiry or investigation, to the extent requested for; or
- 8.2.4 is disclosed in to comply with any specific obligation law, order, regulation or ruling applicable to the Party.

## 9. SURVIVAL

The provisions of Clause 1 (*Definitions and Interpretation*), Clause 3.5 (*Assuming Liabilities*), Clause 4 (*Representations and Warranties*), Clause 5 (*Indemnity*), Clause 6 (*Termination*), Clause 8 (*Announcements and Confidentiality*), Clause 10 (*Miscellaneous*)

and Clause 11 (*Governing Law*) shall survive the termination or expiry of this Agreement together with such provisions which expressly or by implication survive termination. Parties agree that notwithstanding the termination of this Agreement, all rights and liabilities accrued by either Party prior to the date of termination of this Agreement, shall survive the termination of this Agreement.

## **10. MISCELLANEOUS**

### **10.1 Counterparts**

This Agreement may be executed in any number of counterparts, and each of the said counterparts shall be an original document and all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by electronic mail in 'portable document format' (".pdf") shall be as effective as signing and delivering the counterpart in person.

### **10.2 Notices**

(i) Any notice provided for in this Agreement shall be in writing and shall be (i) sent by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service, or (ii) transmitted by email to the appropriate Party below:

(a) **Fractal**

Address: Level 7, Commerz II, International Business Park,  
Oberoi Garden City, Goregaon East, Mumbai 400063  
Attn: Mr. Srikanth Velamakanni  
Email: [srikanth@fractal.ai](mailto:srikanth@fractal.ai)

(b) **Founder 1**

Address: C 34, 9th Floor, Mount N Glory, Kharadi, Pune - 14  
Email: [divya.rakesh@gmail.com](mailto:divya.rakesh@gmail.com)

(c) **Founder 2**

Address: 1803, Tower 5, Raheja Vista Premiere, 27, Surey No.  
27/1, 2, NIBM Rd, Mohammed Wadi, Pune, Maharashtra  
- 411028  
Email: [sandip.mehta83@gmail.com](mailto:sandip.mehta83@gmail.com)

(ii) Any Party may change its contact details by giving 7 (seven) days' written notice to the other Parties.

### **10.3 Assignment**

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. The Parties shall not assign or transfer any of their rights and liabilities hereunder to any other Person without the prior written consent of the other Party.

### **10.4 Entire Agreement**

The provisions of this Agreement shall be in addition to and not in derogation of the provisions of the New Employment Agreement and Founder Employment Agreement entered into between the Parties and the policies of the Company applicable to the

Employee and the Founders (as amended by the Company from time to time). In case of any inconsistencies between this Agreement, Founder Employment Agreement and New Employment Agreement, the provisions of this Agreement will prevail.

#### **10.5 Relationship of the Parties**

This Agreement has been entered into on a principal-to-principal basis. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any liability on behalf of, or to otherwise bind, the other Party and nothing contained in this Agreement shall be deemed to interpreted or construed to create an association, partnership or joint venture among the Parties, to deem them to be Persons acting in concert or to impose any liability attributable to such relationship upon any of the Parties nor to constitute any Party as the agent of the other Party for any purpose.

#### **10.6 Severability**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and the Parties will negotiate in good faith to agree to replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision or act in accordance with a judgment, order, decree or declaration made by a court of competent jurisdiction. The balance of this Agreement shall be enforceable in accordance with its terms.

#### **10.7 Acknowledgement**

Each Party acknowledges the purposes and terms set out under this Agreement. The Parties have read and understood the terms set out under this Agreement and agree to comply and be bound by the terms set out under this Agreement.

#### **10.8 Partial invalidity**

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision

#### **10.9 Specific performance**

The Founders acknowledge that breach of this Agreement may cause irreparable damage to Fractal that may not be fully compensated by monetary relief. The obligations of the Founders and the Employees under this Agreement shall be enforceable by Fractal by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive of, and shall be in addition to, any right of indemnification that Fractal may have under this Agreement. Notwithstanding anything in

this Agreement, this Agreement and any part thereof shall be capable of being specifically enforced at the instance of any Party.

**10.10 Amendments**

Any amendment to this Agreement shall only be by way of written instrument duly executed by all the Parties to this Agreement.

**11. 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. The parties hereby consent to the exclusive jurisdiction of the courts of Mumbai.

## Schedule 1 – Zerogons IP Assignment Agreement



Exadatum I  
Zerogons I IP ASSIGI

**Schedule 2 –IP Assets**

<b>S. No.</b>	<b>Particulars</b>
1.	Streamflux Software
2.	Zerogons.com (domain name)
3.	Streamflux Trademark - having certificate number 2381799, and application number 4158283 on April 25, 2019

### Schedule 3 – Fractal IP Assignment Agreement



FRACTAL | Zerogons  
| IP Assignment Agre

## Schedule 4 – Founder Employment Agreement

Mr. Divya Rakesh:



ZEROGONS I  
Founder Agreement

Mr. Sandeep Mehta:



ZEROGONS I  
Founder Agreement

## Schedule 5 – New Employment Agreement



ZEROGON | Offer  
Letter | New Employi

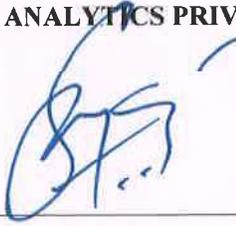
### Schedule 6 –Employees

S. No.	Name
1.	Prarthana Shah
2.	Akul Sharma
3.	Praful Rana
4.	Kiran Ghule
5.	Chirag Fisher
6.	Dhanashri Meshram
7.	Naina Rajesh Jain
8.	Sonali Patil
9.	Sanjeev Ranjan
10.	Ajit Sutar
11.	ManMohan Arora
12.	Urvashi Kalloo
13.	Reehen Mehta
14.	Ranjeet Dhumal

*[signature pages to follow]*

SIGNED AND DELIVERED FOR AND ON BEHALF OF

**FRACTAL ANALYTICS PRIVATE LIMITED**



Name: SRIKANTH VELAMAKANNI

Designation: GROUP CEO & CO-FOUNDER

*Signature page to the framework agreement between Fractal Analytics Private Limited, Sandeep Mehta and Divya Rakesh*

BY DIVYA RAKESH



A handwritten signature in black ink, appearing to read "Divya Rakesh", written over a horizontal line.

**BY SANDEEP MEHTA**



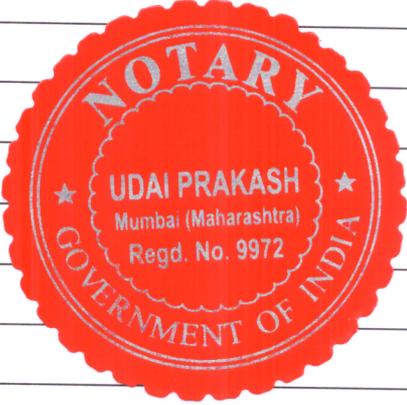
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CHALLAN  
MTR Form Number-6



GRN	MH007875119202021E	BARCODE			Date	04/12/2020-18:03:27	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only			TAX ID / TAN (If Any)	MUMF03926G			
Office Name	GENERAL STAMP OFFICE MUMBAI			PAN No.(If Applicable)	AAACF4502D			
Location	MUMBAI			Full Name	Fractal Analytics Private Limited			
Year	2020-2021 One Time			Flat/Block No.	Level 7 Commerz II			
Account Head Details		Amount In Rs.		Premises/Building	Level 7 Commerz II			
0030056201 General Stamps		15000.00		Road/Street	InternationalBusinessParkOberoiGardenCityGoregaon			
				Area/Locality	Mumbai			
				Town/City/District				
				PIN	4 0 0 0 6 3			
				Remarks (If Any)	Stamp duty payment for IP Assignment Agreement			
				Amount In	Fifteen Thousand Rupees Only			
Total			15,000.00	Words				
Payment Details				FOR USE IN RECEIVING BANK				
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572020120453591	IK0AVLLYA1	
Cheque-DD Details				Bank Date	RBI Date	04/12/2020-18:24:04	Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		



Department ID :

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

Mobile No. : 9619411936

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.





**IP ASSIGNMENT AGREEMENT**

amongst

**ZEROGONS SOFTWARES INDIA PRIVATE LIMITED**

And

**FRACTAL ANALYTICS PRIVATE LIMITED**

And

**MR. DIVYA RAKESH**

And

**MR. SANDEEP MEHTA**

**23<sup>rd</sup> December, 2020**

LIST OF EXHIBITS

- Exhibit 1** Purchased IP/ Purchased Assets
- Exhibit 2** List of Persons Instrumental in Creating/ Developing the Purchased IP and Purchased Assets
- Exhibit 3** Format of Undertaking





**IP ASSIGNMENT AGREEMENT**

This IP Assignment Agreement ("**Agreement**") is made as of 23<sup>rd</sup> December, 2020 ("**Execution Date**"), by and among MR. DIVYA RAKESH, an individual residing at C-34, Mount n Glory, Kharadi, Pune 411014 , MR. SANDEEP MEHTA, an individual residing at FL-1803, Tower 5, Raheja Vista Premiere, Pune, 411060(collectively "**Founders**"), ZEROGONS SOFTWARES INDIA PRIVATE LIMITED, a company incorporated in India under the provisions of the Companies Act, 2013 and having its registered office at SN77/48/1A, Clematis Mahagony Court FL1609, Parmar Park PH-II, Wanawadi, Pune - 411040 ("**Seller**", which expression shall be deemed to include successors-in-interest and permitted assigns), on the one hand, and FRACTAL ANALYTICS PRIVATE LIMITED, a company incorporated in India under the provisions of the Companies Act, 1956, having its registered office at Level 7, Commerz II International Business Park, Oberoi Garden City, Western Express Hwy, Goregaon (E), Mumbai, Maharashtra 400063, India ("**Purchaser**" which expression shall be deemed to include the successors-in-interest and assigns), on the other hand.

**RECITALS**

Seller owns the intellectual property in Streamflux (the "**Software**") and Purchased Assets as more particularly described in Exhibit 1.

Purchaser is a provider of AI based products and Data analytics services.

Purchaser desires to purchase from Seller, and Seller desires to sell/assign/transfer to Purchaser the intellectual property associated with the Software and all of Seller's right, title and interest therein or thereto as more particularly described herein and hereinafter referred to as the Purchased IP and Purchased Assets (defined below) by giving full and exclusive rights to Purchaser to completely own exploit such intellectual property rights in whatever way, shape or form it requires in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I**

**SALE, TRANSFER AND CONVEYANCE OF ASSETS**

**1.01. Purchase and Sale of Purchased IP**

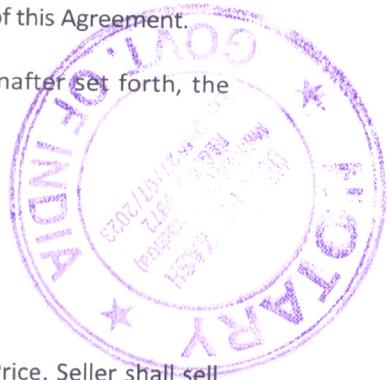
Subject to the provisions and conditions of this Agreement and receipt of the Purchase Price, Seller shall sell, assign, transfer, convey and deliver to Purchaser free and clear of any and all encumbrances and third party rights, and Purchaser shall purchase from Seller, all of Seller's right, title and interests in the following:

- (i) Software as more particularly specified in Exhibit 1 (hereinafter referred to as "**Purchased IP**"); and
- (ii) The trademark 'Streamflux' registered and owned by the Seller and the domain name [www.zerogons.com](http://www.zerogons.com), as more particularly specified in Exhibit 1 (hereinafter referred to as "**Purchased Assets**").

Including all trade secrets, know how, confidential information or other intellectual property rights utilized as, along with, or embedded within, the Purchased IP and Purchased Assets, or applied while delivering or rendering any products or services, or necessary to commercially exploit the Purchased IP and Purchased Assets of Seller. The assignment of Purchased IP and Purchased Assets by Seller in favor of Purchaser shall be sole and absolute and subject to payment of the Purchase Price, without reservation of any right, title, interest or use in any part of the world, whether now existing or in commercial use, including the right to create improvements, derivatives or competing works and all such rights shall, with effect from the Closing Date (defined below), vest in the Purchaser.

**1.02. Assignment or Transfer of Title**

Upon receipt of the Purchase Price by the Seller, from the Effective date, the entire right, title and interest in and to the Purchased IP and Purchased Assets, including the right to claim priority, the right to sue for past





infringement, shall stand sold, assigned, transferred and set over unto Purchaser, and its legal representatives. Seller shall not, at any time on and from the Closing Date, claim or purport to claim directly or indirectly in any manner whatsoever any proprietary right, copyright, title, interest or benefit into, over and upon the Purchased IP or Purchased Assets and, upon receipt of the Purchase Price, Purchaser shall be the sole and absolute owner of the Purchased Assets. At the Closing, the Purchased IP shall be transferred to Purchaser free and clear of all liens, claims and encumbrances.

For the purpose of this Agreement, "Effective Date" shall be referred to as the date upon which payment receipt issued by Exadatum Software Services Private Limited towards consideration under the Zerogons Agreement (defined below) by the Seller, is received by the Purchaser.

### **1.03. Further Assurances Regarding Transfer.**

From time to time after the Closing Date, Seller will, at the request of Purchaser but without further consideration, execute and deliver such other necessary and further instruments of sale, assignment, transfer and conveyance and take such other necessary and further action, and will procure and deliver to the Purchaser the undertaking as listed in Exhibit 3 of the persons listed on **Exhibit 2** where the undertakings shall form part of the Zerogons Agreement as described in Clause 3.03(e), in order to vest in Purchaser or its permitted assigns and put Purchaser or its permitted assigns in possession of the Purchased IP and Purchased Assets and to transfer to Purchaser or its permitted assigns all contracts and rights included in the Purchased IP and Purchased Assets as set forth herein, subject to review/ vetting of such documents and at the Purchaser's sole cost.

## **ARTICLE II**

### **CONSIDERATION**

#### **2.01 Consideration**

In consideration for,

- (a) the sale, assignment, transfer, conveyance and delivery of the Purchased IP and Purchased Assets by Seller to and in favor of the Purchaser as contemplated under this Agreement and the covenants made and the obligations undertaken by the Seller hereunder, Purchaser shall pay to Seller, a sum of INR Five Lakhs only which shall be paid within four days of execution date of the Framework Agreement between Founders and Purchaser.
- (b) assistance from the Seller in the smooth transition of the Purchased IP and Purchased Assets to the Purchaser; and
- (c) The Seller shall ensure that Founders and representative appointed by the Founders post the Closing Date, shall give ongoing support to the Purchaser with respect to the Purchased IP and Purchased Assets as and when required by the Purchaser.

The aggregate of the sums set out (a) above (*i.e.*, a sum of **INR Five Lakhs**) is hereinafter referred to as the "**Purchase Price**". Subject to the receipt of the Purchase Price, Seller shall forever release and discharge Purchaser from making any further payment or providing any consideration in respect of the sale transfer conveyance delivery and assignment of the Purchased IP and Purchased Assets to Purchaser.

#### **2.02. Payment of Purchase Price.**

On the respective dates and in the proportion as set out under Section 2.01 above, Purchaser shall deliver the Purchase Price to Seller by cheque, or by wire transfer of funds pursuant to the written instructions of Seller to be delivered by Seller to Purchaser on Closing Date.

#### **2.03. Transfer Taxes.**



Each Party shall be responsible for any transfer, conveyance, use or applicable taxes, as may be payable by Law, solely by reason of the transfer of the Purchased IP and Purchased Assets or recording of such transfer, if necessary.

### ARTICLE III

#### EXECUTION

##### 3.01 The Assignment

The assignment of the Purchased IP and Purchased Assets ("**Closing**") shall take place on 20<sup>th</sup> December, 2020 or such other date as may be mutually agreed between the parties hereto, and such assignment will be deemed effective as of the close of business on such date, in any case subject to the satisfaction or waiver of any conditions required to be satisfied or waived, if any, (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date upon which the Closing actually occurs shall be referred to as the "**Closing Date**".

##### 3.02. Purchaser's Deliveries

Purchaser shall deliver the following to Seller until the Closing:

- (a) certified copy of resolution of Purchaser's board of directors authorizing the execution and delivery of this Agreement
- (b) the Purchase Price as per Clause 2.02. above.
- (c) all other items/documents, if any, required to be executed/delivered by Purchaser to Seller pursuant to this Agreement.

##### 3.03. Seller's Deliveries.

Seller shall deliver the following to Purchaser until the Closing:

- (a) certified copy of resolution of Seller's board of directors authorizing the execution and delivery of this Agreement;
- (b) Purchased IP and Purchased Assets as mentioned in **Exhibit 1**;
- (c) all information, records and documents (original and copies) with respect to the Purchased IP and Purchased Assets, including log records, test studies, registration applications and certificates, documents and materials pertaining to trade secrets, know how, confidential information or other intellectual property utilized along with or embedded within the Purchased IP or applied while commercially exploiting the Purchased IP and all other material information available with them with respect of the Purchased Assets; and
- (d) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Purchased IP and Purchased Assets to Purchaser, free and clear of liens, claims and encumbrances.
- (e) Duly executed IP Assignment Agreement ("**Zerogons Agreement**") between Exadatum Software Services Private Limited and the Seller evidencing the transfer of Purchased IP and Purchased Assets between Exadatum Software Services Private Limited and the Seller and duly signed undertaking by the employees listed in **Exhibit 2**, in the format provided in **Exhibit 3**.

### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES OF THE PARTIES



Save as specifically disclosed, each Party hereby represents and warrants to the other Party as of the date hereof as follows:

**4.01. Corporate Organization.**

Each Party is a company duly incorporated, validly existing and in good standing under the laws of India and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted and to own the properties and assets it now owns.

**4.02. Authorization.**

Each Party has all requisite corporate power to enter into this Agreement and all other agreements contemplated hereby and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action on the part of each Party in accordance with the laws of India. This Agreement has been duly executed and delivered by each Party and constitutes a valid and binding agreement of Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**4.03. Governmental Authorization.**

The execution, delivery and performance by each Party of the transactions described herein require no action by or in respect of, or filing with, any governmental authority.

**4.04. No Violation.**

Neither the execution and delivery of this Agreement or any other agreement contemplated hereby nor the consummation of the transactions contemplated hereby will (a) contravene or conflict with the certificate of incorporation or Articles of Association and Memorandum of Association of either Party or (b) contravene or conflict with any applicable provision of any law, regulation, rule, judgment, injunction, order, decree or agreement binding upon or applicable to the Parties.

**4.05. Brokers and Finders.**

Neither Party nor any of its officers, trustees or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

**4.06. Purchased Assets and Purchased IP**

As on the Closing Date, the Seller represent and warrants to the Purchaser that:

(a) Seller is the sole beneficial owner and proprietor of the Purchased IP and Purchased Assets which is an original work and consequently has good right, full power and absolute authority over the Purchased IP and Purchased Assets. Seller is the well and sufficiently entitled to all rights, title, interest and benefit in and to the Purchased IP and Purchased Assets and no act/omission have been committed that may impact the validity, enforceability, exploitation, assignment or license of the Purchased IP and Purchased Assets . At Closing, Seller will transfer to Purchaser good and marketable title to the Purchased IP and Purchased Assets, free and clear of all liens, claims and encumbrances.

(b) Seller has neither given any person or entity permission or license/sub-license including the right to use or have access to the Purchased IP nor created or agreed to create or assigned or agreed to assign or entered into any agreements/arrangements with respect to the Purchased IP and Purchased Assets or any part thereof, nor

created any liens, claims, encumbrances or other rights or interests thereon.

(c) The Purchased IP and Purchased Assets neither infringes upon nor misuses nor is otherwise in conflict with any third-party intellectual property rights.

(d) To the best of Seller's knowledge, information and belief, no third party is infringing or misusing any part of the Purchased Assets.

(e) Seller has not entered into any financial or other transaction with respect or in relation to any part of the Purchased IP and Purchased Assets.

(f) No agency or third party has any right, interest, title or charge on any part of the Purchased IP or could become entitled to any rights or to make any claims on the occurrence or non-occurrence of any events including the execution and performance of this Agreement.

(g) There are no restrictions or embargos of whatsoever nature on Seller from transferring the Purchased IP and Purchased Assets to Purchaser or its nominees or affiliates, or on Purchaser or its nominees or affiliates, for instance, from commercially exploiting the Purchased IP in India or anywhere outside of India, subject to the open source software governed by license(s), that are utilized in the Purchased IP.

(h) No intellectual property rights or other rights comprised in the Purchased IP and Purchased Assets or any part thereof have been registered or claimed for registration with any authority in any jurisdiction, whether by or on behalf of Seller, employees or consultants or agents or by or on behalf of any third party, with any authority. Subject to the foregoing, the Seller has registered the trademark 'Streamflux' having certificate number 2381799, and application number 4158283 on April 25, 2019 under the Trade Marks Act, 1999.

(i) Subject to applicable law, all intellectual property rights comprised in the Purchased IP and Purchased Assets or any part thereof, are capable of being registered in the name of Purchaser or in any nominee or affiliate of Purchaser, with the relevant authority and in any jurisdiction.

(j) Other than the persons listed in **Exhibit 2**, no other person or entity has been instrumental in creating/developing the Purchased IP or any part thereof, and such persons have no right, interests, title or charge on any part of the Purchased IP.

(k) No third party rights of whatsoever nature have been created or agreed to be created by such persons listed in **Exhibit 2**, and no agreements, contracts or arrangements have been entered into by them with third parties for the creation of any rights, over or in respect of the Purchased IP or any part thereof.

(l) **Exhibit 1** lists all components whether proprietary or otherwise used as part of or in relation to the Purchased Assets.

(m) The terms of the open source software governed by license(s) utilized in the Software do not, in any manner, restrict commercial exploitation of the Purchased IP.

(n) There are no contracts or agreements, verbal or otherwise, entered into by Seller in relation to, or otherwise binding on, the Purchased IP and Purchased Assets.

(o) There are no restrictions/limitations on Seller to assign or transfer the Purchased IP and Purchased Assets to the Purchaser.

(p) No part of the Purchased IP has been shared with or accessed by any affiliates, subsidiaries or any other group companies of Seller or with other third parties.

(q) there are no restrictions or limitations on the right to use, apply for or commercially exploit the Purchased IP and Purchased Assets or any part thereof, or the right to transfer, sell, assign or license or sublicense, including restrictions or limitations with respect to markets/territory, scope/manner/field of use, or time, or non-compete.. Subject to the foregoing, it is hereby agreed and acknowledge that the Purchased IP has been

developed by utilizing certain open source software governed under license(s) and as on the Closing Date, no such restrictions have been imposed by such license(s).

(r) There are no (i) encumbrances, liens, security interests, disclaimers, veto rights, and/or any adverse rights, of any description, affecting the Purchased IP or any part thereof; or (ii) interests, present, or potential, over the Purchased IP or any part thereof, in favor of banks or financial institutions or debtors or shareholders.

(s) No consents, approvals or affirmative rights are required for the sell/assignment/transfer of the Purchased IP and Purchased Assets to Purchaser or any third party or for the commercial exploitation of the Purchased IP and Purchased Assets or any part thereof, in any particular manner.

(t) The Purchased IP and Purchased Assets or any part thereof do not infringe or violate, nor are they likely to infringe or violate any third party rights, and to the best of the Seller's knowledge, no third party infringes or violates the Purchased IP and Purchased Assets or any part thereof. As on the Closing Date, Seller has received no notice of any claim that the Purchased IP and Purchased Assets or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict).

(u) There are no annual costs of maintenance, protection and upgradation of the Purchased IP. It is hereby agreed and acknowledged that certain maintenance, protection and upgradation costs are applicable with respect to the Purchased Assets including the Software and Trademark but excluding recurring cost of cloud infrastructure, code version management tool, bug tracking tool and storage.

(v) There has been no breach or violation or non-compliance, of whatsoever nature, and there exists no circumstances or facts, which are likely to result in such breach, violation or non-compliance.

(w) The Purchased IP or any part thereof have not been commercially exploited, or published, or worked, in any part of the world, in a manner which would restrict or affect the ability to obtain registration of, or to enforce, any other intellectual property right or any legal rights, in respect of the Purchased IP, in any part of the world. The Purchaser acknowledges that the Seller has conducted non-commercial demos and Proof of Concepts of the Purchased IP with third parties.

(x) No dual licensing strategy has been adopted for use or development of the Purchased IP or any part thereof.

(y) The use or proposed use of the Purchased IP or any part thereof, in the manner contemplated by the parties hereto, does not violate any data privacy laws prevalent in India.

(z) The Purchased IP are free from material defect or damage, are functioning in the manner and purposes for which they were intended and have been maintained in accordance with industry standards.

(aa) The Purchased IP as identified at **Exhibit 1** comprise all assets necessary for the operation and/or commercial exploitation of the Purchased IP as currently conducted.

#### **4.07. Compliance with Law.**

Each Party has complied with and is in compliance with all applicable laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority, additionally, the Seller has complied with the foregoing with respect to the Purchased IP and Purchased Assets.

As on the Closing Date, there is no action, suit, decree, order, injunction, judgement or proceeding pending or, to the best of the Seller's knowledge, threatened against Seller in respect of the Purchased IP and Purchased Assets. There are no disputes, complaints, objections, oppositions, challenges, claims or investigations pending or, to the best of the Seller's knowledge, threatened against Seller in respect of the Purchased IP and Purchased Assets.

#### **4.08. Taxes.**

NDIA

Seller has filed all necessary and applicable tax returns and reports which are required to have been filed by it under applicable law in connection with the Purchased IP and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable. In relation to the Purchased IP, no written notices, orders, proposals, applications, or requests affecting or relating to Purchased IP has been served or made by the tax authorities to the Seller. Seller represents that there are no circumstances, as of the date hereof, which would result in any such notice or order being served or made on the Seller.

**4.09. Disclosure.**

This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

**ARTICLE VI**

**COVENANTS AND AGREEMENTS**

**6.01 Seller's Covenants.**

From the Execution date hereof until Closing, Seller shall:

(a) maintain the Purchased IP free from material defect or damage and maintain the Purchased IP functioning in the manner and purposes for which they were intended and have been maintained in accordance with industry standards

(b) not do or permit anything which would constitute a breach of any of the terms of this clause or is otherwise inconsistent with the terms or spirit of this Agreement;

(c) intimate the Purchaser forthwith, upon receipt any notices, claims, demand, orders, enquiries or initiation of any proceeding in relation to the Purchased IP by any third party or agency;

(d) not, without the prior written consent of Purchaser:

(i) sell, lease or otherwise dispose of any Purchased IP except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value.

**6.02. Derivative Works and Improvements**

On and from the Closing Date and subject to the receipt of the Purchase Price by the Seller, Purchaser shall have unconditional and unfettered rights to add or delete from and/or alter in any way and/or adapt, improve the Purchased IP and Purchased Assets and to combine the same with any other material to any extent and in any manner Purchaser may desire and Purchaser shall have the sole proprietary rights, title, interest and benefit and all other rights, title, interest and benefit in such derivative works, improvements and future developments.

**6.03. Intellectual Property**

On and from the Closing Date and subject to the receipt of the Purchase Price, Purchaser shall have the right to apply for and get registered any intellectual property associated with the Purchased IP and Purchased Assets by incorporating any element of the Purchased IP and Purchased Assets, and the Seller has no objection, nor shall it raise any objection at any time, to the same. Subject to Clause 7.15(c), on and from the Closing Date, in the event there are any third party claims including any infringement claims, on the Purchased IP and/or Purchased Assets, the Purchaser shall be solely responsible to defend any such claims at its sole cost, without any obligations or liabilities on the Seller and/or Founders. Seller shall deliver, at no additional costs to Purchaser, the executed undertaking as set out in Exhibit 3 from all persons who are inventors/authors and/or who have been instrumental in creating/developing the Purchased IP and who have been identified at **Exhibit 2, as part of Zerogons Agreement.**



**6.05. Waiver and Release**

Each Founder and Seller unconditionally and irrevocably waives, and releases, all intellectual property rights or other rights vested or likely to vest in them in respect of the Purchased IP and Purchased Assets, including without limitation, paternity, maternity, integrity, special moral or other similar rights, if any, to the extent waivable under law.

**6.06. Risk of Loss**

The risk of loss or damage to any of the Purchased IP and Purchased Assets shall remain with Seller until Closing Date, Seller shall repair and replace any lost or damaged Purchased IP and Purchased Assets. It is clarified that on and from the Closing Date, the Purchaser shall be solely liable for any risk of loss or damage to the Purchased IP and Purchased Assets, without any obligations and liabilities on the Seller/Founders.

**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

**7.01. Survival of Representations, Warranties and Covenants**

The representations and warranties of the parties in this Agreement shall be made as of the date hereof, and shall survive Closing for a period of thirty-six (36) months from the Closing Date at which time they shall expire and be of no further force or effect, except that (a) those with respect to title to the Purchased IP shall survive the Closing indefinitely, (b) Section 4.08 (Taxes) shall survive until the expiration of any applicable statute of limitations, and (c) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed.

**7.02. Amendment and Modifications**

Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement between the parties hereto which states that it is intended to be a modification of this Agreement.

**7.03. Waiver of Compliance**

Any failure of Seller, on the one hand, or Purchaser on the other, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**7.04. Expenses**

The parties agree that all fees and expenses incurred by them in connection with this Agreement and the transaction contemplated hereby (including legal fees, and applicable stamp duty as per the Maharashtra Stamp Act, 1958) shall be borne by the Purchaser; irrespective of whether Closing has occurred or not.

**7.05. Notices and Payments**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) upon delivery if delivered by hand to the address as provided in this Section 7.05, (b) upon the first business day following the date sent by overnight courier if delivered by overnight courier to the address as provided in this Section 7.05, or (c) upon the third business day after the date of mailing as indicated on the certified or registered mail receipt if delivered by certified, or registered mail, return receipt requested, to the address as provided in this Section 7.05:

if to Purchaser, to:

**Srikanth Velamakanni**

Address: Level 7, Commerz II, International Business Park, Oberoi Garden City, Goregaon East, Mumbai 400063

Email: [srikanth@fractal.ai](mailto:srikanth@fractal.ai)

or to such other person or address as Purchaser shall furnish to Seller in writing in accordance with this Section 7.05;

if to Seller, to:

**Sandeep Mehta**

Address: SN77/48/1A, Clematis Mahagony Court FL1609, Parmar Park PH-II, Wanawadi, Pune - 411040

Email: [Sandeep@zerogons.com](mailto:Sandeep@zerogons.com)

or to such other person or address as Seller shall furnish to Purchaser in writing in accordance with this Section 7.05.

if to Founders, to:

**Divya Rakesh**

Address: C 34, 9th Floor, Mount N Glory, Kharadi, Pune - 14

Email: [divya.rakesh@gmail.com](mailto:divya.rakesh@gmail.com)

**Sandeep Mehta**

Address: 1803, Tower 5, Raheja Vista Premiere, 27, Surey No. 27/1, 2, NIBM Rd, Mohammed Wadi, Pune, Maharashtra - 411028

Email: [sandip.mehta83@gmail.com](mailto:sandip.mehta83@gmail.com)

or to such other person or address as Founder(s) shall furnish to Purchaser in writing in accordance with this Section 7.05.

#### **7.06. Assignment**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party which agreement may be withheld in its sole discretion provided that Purchaser is entitled to assign this Agreement or any of its rights and obligations hereto to any of its affiliates or group companies, provided that such affiliates or group companies adhere to the terms and conditions as set out under this Agreement, if any.

#### **7.07. Publicity**

Neither Seller nor Purchaser shall make or issue, or cause to be made or issued, any announcement or written statement concerning this Agreement, or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other party. This provision shall not apply, however, to any announcement or written statement required to be made by law or the regulations of any federal or state governmental agency, except that the party required to make such announcement shall, whenever practicable, consult with the other party concerning the timing and content of such announcement before such announcement is made.

#### **7.08. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of India. The Parties hereby irrevocably consent to the exclusive jurisdiction of court of competent jurisdiction of Mumbai, India for the purposes of adjudicating any matter arising from or in connection with this Agreement. If any dispute arises between the Parties, in connection with validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement or regarding any question, the Parties hereto shall endeavor to settle such disputes amicably.

#### **7.09. Copies**

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in 'portable document format' (".pdf") shall be as effective as signing and delivering the counterpart in person.

#### **7.10. Entire Agreement**

This Agreement including the Exhibits delivered pursuant to the terms hereof, set forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

#### **7.11. Third Parties**

Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

#### **7.12. Further Assurances**

Each of the parties hereto agrees that from time to time, at the request of any of the other parties hereto and without further consideration, it will execute and deliver such necessary documents as such other party may reasonably request in order to consummate more effectively the transactions contemplated hereby, subject to review/ vetting of such documents.

#### **7.13. Severability**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that such court shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

#### **7.14. Construction**

The parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

#### **7.15. Indemnity**

Each Founder and Seller ("**Indemnifying Party**") shall jointly and severally indemnify and agrees to defend and

hold harmless Purchaser and its officers, directors, agents, and employees (collectively the "Indemnified Parties") against and in respect of any and all claims, actions, demands, losses, damages, expenses, liability and/or judgments (including reasonable attorneys' and consultants' fees and expenses) (collectively, the "Losses"), incurred as a reason of or resulting or arising from or in relation to:

(a) any default or breach by the Indemnifying Party of any of its covenants and obligations made as on the Closing Date of this Agreement

(b) any default, breach or inaccuracy of the representations and warranties made by the Indemnifying Party made as on the Closing Date of this Agreement;

(c) the infringement of any other intellectual property rights of any third party by the Purchased IP and Purchased Assets as on Closing Date of this Agreement;

(d) the business or operation of the Purchased IP and Purchased Assets prior to Closing (including any third-party claim arising from such operations).

The Founders hereby specifically indemnify the Indemnified Parties against all losses incurred as a reason of or resulting or arising from or in relation to any claim, lien or charges made by or on behalf of those persons as listed in **Exhibit 2** in relation to any intellectual property rights or other rights vested or likely to vest in him/her in respect of the Purchased IP or any paternity, maternity, integrity, special moral or other similar rights, if any.

#### **7.16. Non-Competition**

(a) Each Founder hereby agrees and covenants that during the Restrictive Period (as defined below), he will not directly or indirectly provide any advice, consult with, render any services to, engage in, be concerned in any business or activity or develop or facilitate the development of a product or any part or component thereof which is similar to or competes with the business or activities of the Company and the Purchased IP, or take employment (as an employee, secondee, consultant or agent) in:

- i. any past or present client of the Purchaser or its affiliates, which the Founder was assisting or advising on, or supervising or leading, any project, work, assignment or deliverable for such client, any time during the 12 (twelve) months immediately preceding the date of termination of the employment of the Founder with the Purchaser;
- ii. any entity involved in any business or activities which competes directly with the Business (defined below) or activities of the Purchaser or any part thereof.

Each Founder hereby agrees and covenants that during the Restrictive Period, he will not directly or indirectly, set up or incorporate, obtain ownership interest of more than 2% (two per cent) interest or assume any management, directorship, leadership position in any entity involved in any business or activities which competes with the Business, Purchased IP or activities of the Purchaser or any part thereof.

(b) Seller hereby agrees and covenants that during the Restrictive Period (as defined below), it will not directly or indirectly carry on or remain involved in or render any services to, engage in, be concerned in any business or activity which is similar to or competes with the business or activities of the Company and the Purchased IP, or develop or facilitate the development of a product or any part or component thereof, which is similar to or is in competition with the Purchased IP or any part thereof, in any city, country, state or other territory.

*Each Founder and Seller represents and warrants to the Purchaser that the Zerogons Agreement includes non-competition provisions no less restrictive than laid out under this **Clause 7.16.***

(c) Each Founder and Seller agrees that the limitations as to time, geographical area and scope of activity to be restrained as contained in this clause are reasonable and are not greater than necessary to protect the business of Purchaser and the consideration being paid by Purchaser to Seller for assignment of the Purchased IP is sufficient consideration for the obligations imposed on Seller.

(d) Any breach of any of the obligations and agreements set forth in this clause will result in irreparable harm and continuing damage to Purchaser for which there will be no adequate remedy at law and in the event of any breach of said obligations and agreements, Purchaser and its successors and assigns will be entitled to injunctive relief and to such other relief as is proper under the circumstances..

(e) Without limiting the foregoing, It is hereby clarified that post the Restrictive Period, to the extent it is non-infringing upon the Purchased IP, the Founders shall be free to create and develop any software code which is not identical to the Purchased IP.

**"Restrictive Period"** means a period commencing on the Closing Date and ending 12 (twelve) months after the termination of the Founder Employment Agreement (defined below) for any reason.

**"Founder Employment Agreement"** means the employment agreements between each of the Founders with Purchaser.

**"Business"** means any business carried on by the Company including providing a discrete, integrated or bespoke suite of services, consulting, solutions, technology platforms and software products, using, either individually or using a combination of, advanced analytics, artificial intelligence, software engineering (including data, cloud, digital and AI engineering), behavioural sciences, design and user experience, delivered on-premise, remote, on the edge, in a hybrid environment, or on the cloud; or such other business as may be undertaken by the Company, from time to time.

#### **7.17. Confidentiality**

Each of the parties to this Agreement agrees to treat the negotiation and execution of this Agreement, the transaction contemplated herein and any information given to it by the other party (which is not, on the date it is so given, already in the public domain) for the purposes of the negotiation or execution of this Agreement ("**Confidential Information**") as confidential. Each of the parties to this Agreement agrees that it shall not disclose any Confidential Information to any person except its employees, agents, shareholders and advisors on a strictly need-to-know basis, for the purpose of enabling the execution or effective negotiation of this Agreement.

#### **7.18. Seller's Subsequent Actions to Effect Transfer**

Seller shall, at no additional costs or consideration, do or cause to be done at the request of the Purchaser all such acts, deeds, matters and things and/or execute all necessary documents, papers, forms and authorizations and depose to or swear all declarations or oaths which are necessary under law for securing, completing or absolutely vesting the Seller's entire right, title, interest and benefit in and to the Purchased IP in favor of the Purchaser, within such reasonable period of the Purchaser delivering a written notice to this effect to the Seller and subject to review/ vetting of such documents, papers, forms and authorizations at the Purchaser's sole cost. Seller shall destroy all such material available with it in relation to the Purchased Assets, as Purchaser may, at its sole option, so require.



EXHIBIT 1

PURCHASED IP/ PURCHASED ASSETS

(i) PURCHASED IP

- a. Code base of the Software
- b. Trademark- Streamflux certificate number 2381799, and application number 4158283 on April 25, 2019

(ii) PURCHASED ASSETS

- a. Zerogons domain- www.zerogons.com

[Purchased Assets doesn't include cloud infrastructure, code version management tool, bug tracking tool and storage.]

Open Source software utilized for development of the Software are as attached in the following excel sheet:





**EXHIBIT 2**

**LIST OF PERSONS INSTRUMENTAL IN CREATING/DEVELOPING  
THE PURCHASED ASSETS**

- Aditya Roy
- Ankit Agrahari
- Anshi Srivastava
- Ashutosh Srivastava
- Bhushan Gosavi
- Chital Verma
- Harshit Soni
- Naman Meena
- Pratik Bharate
- Puneet Ojha
- Rohit Bhintade
- Shubham Kavhale
- Vishal Verma
- Ajit Sutar
- Akul Sharma
- Chirag Fisher
- Dhanashiri Mesharam
- Kiran Ghule
- Naina Jain
- Praful Rana
- Prarthna Shah
- Ranjeet Dhumal
- Reehen Mehta
- Sonali Patil
- Manmohan Arora
- Sanjeev Ranjan
- Urvashi Kalloo

**EXHIBIT 3**  
**(Format for the undertaking)**

To,

Name

Employee Id.

Designation

**Dear Mr/Ms. [Employee Name]**

**Re: Undertaking for Ownership of Intellectual Property**

You confirm that you do not have any right, interest or claim in any intellectual property forming part of, or developed in connection with, the Software and that all rights, interest and claims in respect thereof solely vest in, and are owned by [Seller Name].

**YOURS SINCERELY,**

For and on behalf of [Seller]

-----  
[Founder Name]

[Designation]

**ACKNOWLEDGED AND ACCEPTED**

I further confirm that I do not have any right, interest or claim in any intellectual property forming part of, or developed in connection with, the Product and all rights, interest and claims in respect thereof solely vest in, and are owned by [Seller].

**YOURS SINCERELY,**

[Name of the employee]

\_\_\_\_\_  
Date:

*{Signature pages to follow}*

SIGNED AND DELIVERED FOR AND ON BEHALF OF  
FRACTAL ANALYTICS PRIVATE LIMITED



*[Handwritten signature]*



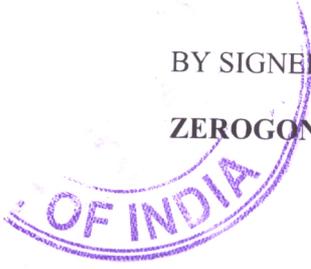
NAME: SRIKANTH VELAMAKANNI

TITLE: GROUP CEO and CO-FOUNDER



*Signature page to the IP Assignment agreement between Fractal Analytics Private Limited, Zerogons Softwares India Private Limited, Divya Rakesh and Sandeep Mehta*

BY SIGNED AND DELIVERED FOR AND ON BEHALF OF  
ZEROGONS SOFTWARES INDIA PRIVATE LIMITED



A handwritten signature in black ink, which appears to read 'Divya Rakesh', is written over a horizontal line. The signature is stylized and cursive.

---

NAME: Divya Rakesh

TITLE: AUTHORIZED SIGNATORY

BY DIVYA RAKESH

*Divya Rakesh*

---



BY SANDEEP MEHTA

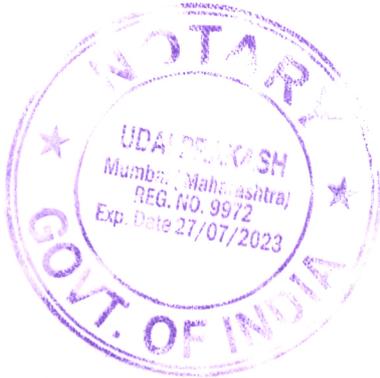
OF INDIA  


**BEFORE ME**

  
20/10/2021

**UDAI PRAKASH (M.A.LL.B.,)**  
ADVOCATE & NOTARY GOVT. OF INDIA  
MUMBAI (MAHARASHTRA)  
REG. NO. 9972

Room No. 10, S. No. 94, Inshwadi, Kharodi Village,  
Marve Road, Malad (W), Mumbai - 400 095.



NOTARIAL REG. NO. ....18.....  
Sr. No. 8465 Page No. 69  
Date 20/10/2021