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

19399741800632

Bank/Branch:BOM - 0230004/MUMBAI RANADE RD DADAR
Pmt Txn Id :ESBTR0000382254
Pmt DtTime :30-JUL-2021@18:40:48
District :7101/MUMBAI
ChallanIdNo:02300042021073084591

Stationery No:19399741800632
Print DtTime :31-JUL-2021@18:20:20
Office Name :IGR190/BRL1_JT SUB RE
GRAS GRN :MH004336134202122S
GRN DATE :30-JUL-2021@18:41:01

StDuty Schm:0030045501/0030045501-75
StDuty Amt :Rs. 2,60,000/- (Rs. Two,Six Zero,Zero Zero Zero Only)

RgnFee Schm:0030063301/0030063301-70
RgnFee Amt :Rs. 0/- (Rs. Zero Only)

Article :5(h)(A)(iv)/5(h)(A)(iv) - Agreement creating right and having mo
Prop Mvblty:N.A. Consideration :Rs. 12,94,53,000/-
Prop Descr :Share Purchase,Agreement,,Maharashtra,400063

Duty Payer :PAN-AAACF4502D,FRACTAL ANALYTICS PRIVATE LIMITED
Other Party:PAN-AAYCS4016P,SENSEFORTH AI RESEARCH PRIVATE LIMITED

Bank Officiall Name & Signature

बँक ऑफ महाराष्ट्र
गडकरी चौक
शा. दादर
Gadkari Chowk
Branch, Dadar
BANK OF MAHARASHTRA

Bank Official2 Name & Signature
--- --- Space for customer/office use - - - Please write below this line --- ---

This stamp paper forms an integral part of the Share Purchase Agreement between Fractal Analytics Private Limited, Senseforth Inc, Senseforth AI Research Analytics Private Limited, Shridhar Marri, Krishna Kadiri and Ritesh Radhakrishnan dated 3 August 2021

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

SHARE PURCHASE AGREEMENT

AMONGST

FRACTAL ANALYTICS PRIVATE LIMITED

AND

SENSEFORTH INC.

AND

SENSEFORTH AI RESEARCH PRIVATE LIMITED

AND

PERSONS LISTED IN PART A OF ANNEXURE 1

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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**") dated 3 August, 2021 executed by and amongst:

FRACTAL ANALYTICS PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956, and having its registered office at 7th Floor, Silver Metropolis, Western Express Highway, Goregaon (East), Mumbai- 400063 (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

SENSEFORTH INC, a company duly incorporated in Delaware under the laws United States of America, and having its registered office at 3260 Hillview Avenue, Palo Alto, California 94304 (hereinafter referred to as "**Seller**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns), of the **SECOND PART**;

AND

SENSEFORTH AI RESEARCH PRIVATE LIMITED, a company duly incorporated under the Companies Act, 2013, and having its registered office at 4th Floor, Indiqube Hexa, Survey 218, 9th Main Road, 6th Sector HSR Layout Bangalore, Karnataka 560 102 (hereinafter individually referred to as "**Company**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns), of the **THIRD PART**;

AND

PERSONS LISTED IN PART A OF ANNEXURE 1, (hereinafter individually referred to as the "**Founders**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include their respective legal heirs, respective successors and permitted assigns), of the **FOURTH PART.**

The Purchaser, the Seller, the Company, and the Founders are, wherever the context so requires, hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS:

A. The Company is engaged in the Business (*as hereinafter defined*).

B. Based on mutual discussions and negotiations between the Parties, the Purchaser has agreed to purchase from the Seller and the Founders, and the Seller and the Founders have agreed to sell to the Purchaser, the Sale Shares (*as hereinafter defined*), for the Sale Consideration (*as hereinafter defined*), at Closing, in the manner and upon the terms and conditions set out herein.

C. The Parties are desirous of executing this Agreement for recording the mutual rights and obligations of the Parties in relation thereto.

NOW THEREFORE IT IS AGREED TO BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 Definitions

When used in this Agreement, the defined terms set forth in this **ARTICLE 1** shall have, unless otherwise required by the context thereof, the following meanings. Words and phrases defined within the body of the Agreement shall have the meaning ascribed to them at the relevant place.

1.1.1 "**Act**" means the Companies Act, 2013 and the rules made and notifications issued thereunder, as amended from time to time.

1.1.2 "**Affiliate(s)**" (a) in relation to a natural Person, means Relatives of such Person, and any Person which is Controlled by such natural Person (including along with other Persons); (b) in relation to an entity, means any Person, which directly or indirectly, Controls, is Controlled by, or is under common Control with, such entity.

1.1.3 "**Agreement**" means this share purchase agreement along with its annexures, schedules, appendixes and any amendment to this Agreement mutually agreed between the Parties in writing.

1.1.4 "**Alternative Transaction**" means: (a) any acquisition, transfer or purchase, whether direct or indirect, of the Sale Shares or any portion thereof (including any interest therein) or any interest of the Seller and/or the Founders of any nature whatsoever in the Company; or (b) any merger, demerger, share exchange, consolidation, business combination, reorganization, recapitalization, liquidation, dissolution, business transfer, financing or other extraordinary business transaction involving or otherwise relating directly or indirectly to the Sale Shares, the Company or any of its Assets (or any interest therein), other than the transactions contemplated herein.

1.1.5 "**Anti-corruption Laws**" mean any provision of the (US) Foreign Corrupt Practices Act, 1977, the (UK) Bribery Act, 2010, the (Indian) Prevention of Corruption Act, 1988, the (Indian) Prevention of Money Laundering Act, 2002 and other Applicable Laws relating to anti-corruption and anti-money laundering.

1.1.6 "**Approval**" means any consent, approval, authorization, clearance, waiver, permit, grant, concession, agreement, license, certificate, exemption, order, registration or other authorization of whatever nature and by whatever name called, of, with or from any Person, including, without limitation, a Governmental Authority.

1.1.7 "**Articles**" means the articles of association of the Company, as amended from time to time.

1.1.8 "**Assets**" of any Person means all assets and properties of every kind, nature, character and description (whether real, whether tangible or intangible, whether absolute, accrued, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned, leased or licensed by or to such Person, including without limitation cash, cash equivalents, investment assets, accounts and notes receivable, chattel paper, real estate, machinery, equipment, inventory, goods and Intellectual Property.

1.1.9 “**Big Four Accounting Firms**” means any of the Indian affiliates or associates of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; or (d) EY (formerly, Ernst & Young).

1.1.10 **“Big Four Tax Opinion**” shall mean an opinion from one of the Big Four Accounting Firms (on its letter head) as on the Closing Date in a form and manner acceptable and agreed by the Purchaser , and which can be relied upon by the Purchaser, confirming: (a) that the Seller is a non-resident of India as defined under the IT Act and is the legal and beneficial owner of the Relevant Sale Shares ; (b) aggregate quantum of income (along with calculation thereof) to be earned by the Seller upon sale of the Relevant Sale Shares and the Tax thereon (along with: (1) calculation thereof as per the provisions of the IT Act read with applicable DTAA and considering the provisions of section 50CA of the IT Act; (2) analysis in relation to the characterization of gains and withholding tax thereon) payable by the Seller.

1.1.11 “**Board**” means the board of directors of the Company, as constituted from time to time.

1.1.12 “**Books and Records**” means all files, documents, instruments, papers, books and records relating to the Business and the Company including without limitation financial statements, tax returns, letters from accountants, budgets, pricing lists, ledgers, stock certificates and books, share transfer ledgers, all statutory books of the Company, all minute books, registrations and filings with any Governmental Authority, Contracts, licenses, customer lists, computer files and programs and environmental studies and plans, MIS data, management reports and board papers and materials (including any agenda papers).

1.1.13 “**Business**” means the business as constituted as of the date of this Agreement, including development, consulting, advising and providing services related to artificial intelligence powered conversational tools, platforms and systems including “chatbots” and all technologies behind automated messaging, response and speech-enabled applications that offer human-like interactions between computers and humans for use across communication channels for global enterprises in consumer packaged goods, retail, financial services, retail, healthcare and life sciences, technology, media, telecom and insurance industries among others.

1.1.14 “**Business Day**” means a day other than a Saturday, Sunday or a public holiday, on which banks in Mumbai (India), Bangalore (India) and New York, United States, are open for retail banking business.

1.1.15 “**Business Information**” means all information relating to / connected with the Business, including but not limited to, formulae, test results, reports, operation and manufacturing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, data, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, technical literature and brochures and any other technical, industrial and commercial information and techniques in any tangible form (including but not limited to paper, electronically stored data, magnetic media, microfiche, film and microfilm).

1.1.16 “**Charter Documents**” means the Articles and the Memorandum of Association collectively.

1.1.17 "**Claim**" means and includes any notice, demand, claim, action, proceeding or assessment taken or initiated by any Person, including any Governmental Authority.

1.1.18 "**Closing**" means the completion of the transfer of the Sale Shares by the Seller and Founders to the Purchaser and other related events, in the manner set out in **ARTICLE 5.3**.

1.1.19 "**Closing Date**" has the meaning ascribed to it under **ARTICLE 5.1**.

1.1.20 "**Company Intellectual Property**" means the Intellectual Property (*as defined below)* relating to / connected with the Business and includes Business Information (*as defined above*).

1.1.21 "**Confidential Information**" means confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information (including customer lists, supplier lists, details of consultant and employment contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, formulas, technical processes, designs and design projects, processes, inventions, software, systems documentation and research projects and other business affairs or trade secrets), Business Information, Company Intellectual Property, the terms of the Transaction Documents and details of negotiations between the Parties.

1.1.22 "**Contract**" means any written or oral agreement, arrangement, contract, subcontract, understanding, instrument, note, warranty or insurance policy (whether or not the same is absolute, revocable, contingent, conditional, binding or otherwise).

1.1.23 "**Control**" (including, with its correlative meanings, the terms "**Controlled by**" or "**under common Control with**") means: (a) the possession, directly or indirectly, of the power to direct, or cause the direction of, management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise; or (b) the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person; or (c) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a Person.

1.1.24 "**CP Confirmation Certificate**" has the meaning ascribed to it under **ARTICLE 3.2**.

1.1.25 "**Depository Participant**" means a person registered as such under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992 and accorded a certificate to act as a 'depository participant' under the Securities and Exchange Board of India (Depositories & Participants) Regulations, 2018 (as amended from time to time) by the Securities and Exchange Board of India.

1.1.26 "**Designated Bank Account**" means the relevant bank accounts of the each of the Seller and the Founders, details of which are set out in Part B of Annexure 1.

1.1.27 "**Directors**" means a director on the Board.

1.1.28 "**Dispute**" has the meaning ascribed to it in **ARTICLE 9. 3**.

1.1.29 "**DTAA**" mean the Agreement for Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income between India and United States of America.

1.1.30 "**Encumbrance**" means any Claim, mortgage, pledge, charge (whether fixed or floating), assignment, deed of trust, security interest, hypothecation, lien, option or right of pre-emption, transfer restriction, right of first offer/ refusal, voting restriction, title retention agreement, voting agreement, beneficial ownership (including usufruct and similar entitlements), any arrangement for the purpose of, or which has the effect of, granting security, public right, any executional attachment, any adverse claim as to title, possession or use, and any other interest held by a third party or any agreement, whether conditional or otherwise, to create any of the foregoing. "**Encumber**" shall be construed accordingly.

1.1.31 "**Equity Share**" means an equity share of the Company having a face value of INR 10 (Indian Rupees Ten only).

1.1.32 "**Execution Date**" means the date of execution of this Agreement.

1.1.33 "**FEMA NDI Rules**" shall mean the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, as amended.

1.1.34 "**Form FC-TRS**" means the form FC-TRS filed in the single master form on the FIRMS portal of the RBI.

1.1.35 "**Governmental Approvals**" means any Approval, declaration, filing, report or notice of, with or to any Governmental Authority.

1.1.36 "**Governmental Authority**" means any governmental or statutory authority, government department, quasi-governmental authority, agency, arbitral body (public or private), commission, regulatory or statutory board, tribunal or court or other entity authorized to make laws, rules or regulations or pass directions having or purporting to have jurisdiction or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction.

1.1.37 "**INR**" or "**Indian Rupees**" means Rupee(s), the lawful currency of India.

1.1.38 "**Intellectual Property**" means and includes collectively or individually, the following and the worldwide rights relating thereto, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisions, re-issues, re-examinations, utility, model and design patents or any extensions thereof; (b) rights associated with works of authorship for all modes or mediums whether existing or which may come into existence or commercial use in future, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets and confidential information; and (e) internet domain names, Internet and World Wide Web (WWW) URLs or addresses, social media accounts; (f) mask work rights, mask work registrations and applications thereof; (g) all sui generis database rights, ideas, inventions (whether patentable or not), invention disclosures, improvements, technology know-how, show-how, trade secrets, formulas, systems, processes, designs, methodologies, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical documentation, business methods, work product, intellectual and industrial property licenses and proprietary information.

1.1.39 "**IT**" means Income Tax.

1.1.40 "**IT Act**" means the Income Tax Act, 1961, as may be amended or supplemented from time to time, including any statutory modifications or re-enactment thereof together with all applicable bye-laws, rules, regulations, orders, ordinances, policies, directions and the like issued thereunder.

1.1.41 "**Key Employees**" shall mean Shridhar Marri, Krishna Kadiri, Ritesh Radhakrishnan, Suryaprakash CV, Ranganath D G, Madhusudan K, Devee Prasad Mohapatra, V Monika, Manhardeep Singh Kochhar, Siddhant Modi, and Vineet Vijayan.

1.1.42 "**Laws**" or "**Applicable Laws**" in relation to a Person, means all treaties, statutes, enactments, acts of legislature or parliament, laws, codes, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, decisions, decrees of any Governmental Authority or Governmental Approvals, by which such Person or its business or its Assets are governed by.

1.1.43 "**Litigation**" means litigation of any kind and shall include all suits, civil and criminal actions, mediation or arbitration proceedings, and all legal proceedings, whether before any court, judicial or quasi-judicial or regulatory authority, tribunal, Governmental Authority or any arbitrator or arbitrators.

1.1.44 "**Long Stop Date**" means 31^{st} August 2021 or such other date as the Parties may mutually agree in writing.

1.1.45 "**Material Adverse Effect**" shall mean the effect or consequence of any state of facts, change, development, event, circumstance, occurrence or condition, which individually or taken together with any other event, has caused, or may cause, as of any date of determination, a material and adverse effect on:

(a) the Business, operations, prospects, results of operations, condition (financial or otherwise), properties, Assets (whether tangible or intangible), liabilities of the Company;

(b) the ability of the Seller to perform or comply with its obligations under the Agreement ;

(c) the validity, legality, or enforceability of the Agreement;

(d) the validity, legality or enforceability of the rights, benefits, privileges or remedies of the Purchaser, under the Agreement;

(e) a removal or resignation or change of terms of employment of the Key Employees after the Execution Date.

1.1.46 "**Memorandum of Association**" means the memorandum of association of the Company, as amended from time to time.

1.1.47 "**Ordinary Course of Business**" shall mean an action taken by the Seller and/or the Founders and will be deemed to have been taken in the ordinary course of business, only if such action is consistent with the past practices of the Seller and/or the Founders and is taken in the ordinary course of the normal day-to-day operations of the Company.

1.1.48 "**Person**" means any natural person, limited or unlimited liability company, corporation or body corporate, proprietorship, partnership (whether limited or unlimited), Hindu undivided family, trust, union, association, unincorporated organization, or any other entity that may be treated as a person under Applicable Law.

1.1.49 "**Per Share Price**" means the price per equity share of INR 1,294.53 (Indian Rupees One thousand two hundred ninety four point five three).

1.1.50 "**Purchaser Demat Account**" means the demat account number of the Purchaser which will be intimated by the Purchaser to the Seller and Company 5 (five) Business Days prior to the Closing Date.

1.1.51 "**Purchaser Warranties**" has the meaning ascribed to it under **ARTICLE 6.2**.

1.1.52 "**Relative**" has the meaning ascribed to it in the Act.

1.1.53 "**Relevant Sale Shares**" means the equity shares of the Company held by the Seller.

1.1.54 "**Sale Consideration**" means the aggregate amount of INR 12,94,53,000 (Indian Rupees Twelve crore ninety four lakh and fifty three thousand), which is calculated by multiplying the Per Share Price with the total number of Sale Shares.

1.1.55 "**Sale Shares**" means 1,00,000 (one lakh) Equity Shares of the Company representing 100% (one hundred per cent) of the equity share capital of the Company on a fully diluted basis, to be purchased by the Purchaser from the Seller and the Founders on the Closing Date in accordance with the provisions of this Agreement.

1.1.56 "**Securities**" means Equity Shares and any other securities including preference shares, scrips, stocks, debentures, bonds, other debt instruments, derivatives, membership interests, partnership interests, registered capital, joint venture or other ownership interests issued by the Company, as the context requires, or any notes, bonds, debt instruments, options, warrants, loans or other securities issued by the Company, whether or not directly or indirectly convertible into, or exercisable or exchangeable for the share capital, equity shares, preference shares, membership interests, or other ownership interests of the Company, as the context requires.

1.1.57 "**Seller Warranties**" has the meaning ascribed to it under **ARTICLE 6.1**.

1.1.58 "**Share Capital**" means the fully paid-up share capital of the Company determined on a fully diluted basis.

1.1.59 "**Standstill Obligations**" has the meaning ascribed to it under **ARTICLE 4.2**.

1.1.60 "**Tax Authority**" means the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any other Governmental Authority that is competent to impose Tax in India.

1.1.61 "**Taxes**" means all direct and indirect, income and other taxes of any kind whatsoever including income-tax, dividend distribution tax, surcharge, cess, capital gains tax, fringe benefit tax, customs duty, wealth tax, gift tax, gains, franchise, property, sales, use, employment, license, excise duty, service tax, payroll tax, occupation tax, recording, transfer taxes, indirect taxes, goods and services tax, value added taxes, rates, imposts, duties, deductions, governmental charges, fees, levies or assessments or other taxes, stamp duties, statutory gratuity and provident fund payments or other employment benefit plan contributions, withholding obligations and similar charges of any jurisdiction, and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax, and "**Tax**" shall be construed accordingly.

1.1.62 "**Tax Proceeding**" mean writs, suits, recovery proceedings, demands, claims, notices, representative assessee related proceedings, assessment proceedings, tax deduction at source related proceedings, re-assessment proceedings, interest related proceedings, penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) and all other similar and incidental actions related to Transaction Taxes arising from the sale and purchase of Sale Shares and/or payment therefor.

1.1.63 "**Transaction Taxes**" means: (a) any tax (including minimum alternate tax, surcharge, education cess, etc.) levied under the IT Act, in respect of any income of the Seller on the transfer of the Relevant Sale Shares, which is levied upon or recoverable from the Purchaser as payer and / or in their capacity as an alleged agent or representative assessee for the Seller; and (b) any interest, penalty, charge, additional tax or fine imposed with respect to (a) above by a Tax Authority.

1.1.64 "**USD**" means United States Dollars, the currency and legal tender of the United States of America for the time being in force.

1.1.65 "**Withholding Tax**" shall mean the Taxes that are required to be withheld under the provisions of the IT Act by the Purchaser with respect to the income arising to the Seller pursuant to the transfer of Relevant Sale Shares, as computed under the Big Four Tax Opinion.

1.2 **Construction**

1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations made pursuant to it or deriving validity from it.

1.2.2 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.2.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and the words denoting persons shall include all Persons.

1.2.4 Unless otherwise stated, time will be the essence of contract for the purpose of a Party's obligations under this Agreement.

1.2.5 Unless otherwise stated, references to ARTICLES, relate to articles in this Agreement.

1.2.6 Words or phrases used in this Agreement which are not defined in **ARTICLE 1.1** above may be defined in the context in which they are used, and shall have the respective meaning there designated, unless the context otherwise requires.

1.2.7 Annexures and recitals form an integral part of this Agreement.

1.2.8 References to this Agreement, or any other document hereunder shall be construed as references to this Agreement, or that other document and all schedules, annexures, appendices and the like incorporated therein, as the same may be, as amended, varied, novated, supplemented, renewed or replaced from time to time.

1.2.9 References to this Agreement shall be construed to include all documents, deeds, certificates, or letters executed under or pursuant to or to give effect to this Agreement.

1.2.10 The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

1.2.11 Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

1.2.12 If any provision in **ARTICLE 1.1** or in this **ARTICLE 1.2** is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

1.2.13 In calculations of the number of Equity Shares, references to a "**fully-diluted basis**" means that the calculation should be made assuming that all outstanding preference shares and any options, warrants or instruments then outstanding convertible into or exercisable or exchangeable for equity shares (whether or not by their term then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged.

1.2.14 The term "**Agreed Form**" shall mean, in relation to any document, the form of that document which has been mutually agreed upon and initialed, for the purpose of identification, by or on behalf of the Purchaser and the Seller or the Company (in relation to documents to which the Company is a signatory), as the case may be.

1.2.15 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusive of the first and inclusive of the last day. For instance if the number of days prescribed is 30 (thirty) days from July 1st then the computation of 30 (thirty) days shall commence from July 2nd and end on July 31st.

ARTICLE 2

SALE SHARES

2.1 **Purchase and Sale**

Subject to the terms and conditions of this Agreement, the Seller and the Founders shall sell and transfer to the Purchaser (and its nominee(s)) and the Purchaser shall (and shall procure that its nominee(s) shall), in reliance of the representations, undertakings, warranties and covenants of the Seller under this Agreement, purchase from the Seller and the Founders, on the Closing Date, the Sale Shares for the Sale Consideration in accordance with the terms of this Agreement. The Sale Shares shall be free and clear of all Encumbrances and with all the benefits, rights, title, interest in and to the Sale Shares. The Purchaser shall be entitled to deduct and withhold from the relevant Sale Consideration payable to Seller, Withholding Tax amount as determined in the Big Four Tax Opinion delivered to the Purchaser pursuant to **ARTICLE 5.3.1**. To the extent that amounts are so withheld by the Purchaser, such withheld and deducted amounts will be treated for all purposes of this Agreement as having been paid to the Seller in respect of which such deduction and withholding was made by the Purchaser. Any Taxes (including without limitation all payments, interim or otherwise, deposits and payments in protest) payable by the Seller under the IT Act on income earned by the Seller pursuant to the Agreement shall be the sole liability of, and shall be borne only by the Seller, without any recourse or liability to the Purchaser. The Sale Consideration, net of Withholding Taxes (as applicable), shall be paid by the Purchaser to the Seller in their Designated Bank Account on the Closing Date, in accordance with **ARTICLE 5**.

2.2 The Seller and each of the Founders (on their own behalf and on behalf their respective Affiliates) hereby irrevocably consents to and waives (as applicable) any and all rights, or consent requirements (of the Seller and each of the Founders, their respective Affiliates and/or their respective nominees) under: (i) any contract entered into by the Seller *inter alia* with the Company and/or the other shareholders of the Company; (ii) the articles of association of the Company; (iii) applicable Law, or otherwise; which may have the effect of impeding, restricting or preventing the execution of this Agreement and/or consummation of the transactions contemplated under this Agreement.

ARTICLE 3

CONDITIONS PRECEDENT

3.1 The obligations of the Purchaser under this Agreement (including the obligation to pay the Sale Consideration and purchase the Sale Shares) shall be conditional upon satisfaction by the Seller and the Founders (or, where permissible under Applicable Law, written waiver by the Purchaser, in its sole discretion) of the conditions set forth in **ANNEXURE 2** ("**Conditions Precedent**") to the satisfaction of the Purchaser.

3.2 Pursuant to **ARTICLE 3.1**, the Seller and the Founders shall take all steps, and use its best efforts, to promptly fulfil the Conditions Precedent as soon as possible, on or before the Long Stop Date. Promptly following the fulfilment and/or waiver of the last of the Conditions Precedent, the Seller and the Founders shall provide written confirmations of such fulfilment and/or waivers in the form attached as **ANNEXURE 4** (the "**CP Confirmation Certificate**"). The CP Confirmation Certificate shall be accompanied with duly authenticated or certified copies of all the necessary documents evidencing such fulfilment. On receipt of the CP Confirmation Certificate, the

Purchaser shall, if satisfied that the Conditions Precedent have been fulfilled in accordance with the provisions of this Agreement, proceed to Closing in accordance with **ARTICLE 5.**

3.3 If the Seller and/or any of the Founders become aware of anything which shall or may prevent any of the Conditions Precedent from being satisfied on or before the Long Stop Date, the Seller and/or such Founders shall forthwith notify the Purchaser in writing.

ARTICLE 4

STANDSTILL PERIOD

4.1 During the period between the Execution Date and the earlier of: (a) the Closing; or (b) the Long Stop Date, the Seller shall, and the Founders shall cause the Seller to continue to conduct the Business in the Ordinary Course of Business, and undertake all steps to preserve the property and Assets of the Company, including maintaining insurance coverage at the same levels and on the same terms as those policies as are in effect as of the date of this Agreement, and except as expressly contemplated or permitted by this Agreement, the Seller shall not, and the Founders shall not, directly or indirectly, without the prior written consent of the Purchaser:

4.1.1 do any act or deed, including by way of exercise of his voting rights, to cause the Company to breach its obligations under this Agreement;

4.1.2 solicit, initiate, or encourage the submission of, any proposal for an Alternative Transaction, or authorize, engage in or enter into any agreement or understanding with respect to, any Alternative Transaction, or participate in any discussions or negotiations regarding, or furnish to any Person or group any information with respect to, or afford any access to the properties, books or records of the Company, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to an Alternative Transaction or the making of a proposal for an Alternative Transaction, other than a transaction contemplated under this Agreement; and

4.1.3 do or cause to be done or permit to be done or omit to do anything which would constitute a breach of any of the Seller Warranties, Seller Tax Warranties and Company Warranties (as may be relevant).

4.2 Without prejudice to the generality of **ARTICLE 4.1**, during the period between the Execution Date and the earlier of: (a) the Closing; or (b) the Long Stop Date, except as expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Company shall not, and the Seller and the Founders shall procure that the Company shall not, take any of the actions set out in **ANNEXURE 5** ("**Standstill Obligations**").

4.3 During the period between the Execution Date and the earlier of: (a) the Closing; or (b) the Long Stop Date, the Company shall forthwith inform the Purchaser if: (i) the Company or the Seller or the Founders becomes aware that there has been, or is likely to be, a Material Adverse Effect and shall provide all information in its/their possession in relation to such event to the Purchaser, and (ii) the Seller and the Founders shall forthwith inform the Purchaser of any offer made by any Person in relation to an Alternative Transaction.

4.4 The Seller and the Founders shall ensure that during the period between the Execution Date and the earlier of: (a) the Closing; or (b) the Long Stop Date, the Purchaser and its duly authorised representatives will, upon reasonable notice, be allowed access to the premises of the Company and the Books and Records of the Company, and access to and cooperation from the employees of the Company, in each case, as may be reasonably requested by the Purchaser.

ARTICLE 5

CLOSING

5.1 The Closing shall take place at a location and on a date indicated by the Purchaser to the Seller and the Founders in writing which shall not be more than 10 (ten) Business Days from the date of the CP Confirmation Certificate (delivered to the satisfaction of the Purchaser), or such other date as may be mutually agreed between the Parties in writing but no later than the Long Stop Date ("**Closing Date**").

5.2 The Seller and each Founder shall at least 2 (two) Business Day prior to the Closing Date: (a) provide the Purchaser with statements of their respective dematerialized account certified by the Seller or such Founder (as the case may be) evidencing the relevant Sale Shares in the dematerialized account of the Seller or such Founder (as the case may be); and (b) pay the relevant amounts of stamp duty in relation to the transfers of the relevant Sale Shares held by it with the relevant Governmental Authority and provide documentary evidence of such payments of stamp duty to the Purchaser.

5.3 At Closing, the following shall be transacted and performed simultaneously:

5.3.1 The Seller shall deliver to the Purchaser: (i) a signed report from an independent chartered accountant ("**281 Report**") (as of the Closing Date), on reliance basis and in such form as agreed by the Purchaser as a Conditions Precedent, confirming that there are no pending demand(s), and no pending notices and assessments against the Seller under the IT Act, along with screenshots of the income-tax web portal and TDS Reconciliation Analysis and Correction Enabling System (TRACES) web-portal reflecting the same (as of the Closing Date) as annexures thereto; and (ii) a signed Big Four Tax Opinion (as of the Closing Date), on reliance basis and in such form as agreed by the Purchaser as a Conditions Precedent;

5.3.2 The Seller and each Founder shall deliver to its Depository Participant duly completed and executed irrevocable delivery instructions slips for the transfer of the relevant Sale Shares held by it to the Purchaser Demat Account. The Seller and each of the Founders shall provide to the Purchaser a certified true copy of the duly completed and executed irrevocable delivery instructions slip along with evidence of having delivered such delivery instruction slips to its Depository Participants and shall cause the transfer of the relevant Sale Shares held by it in dematerialized form to the Purchaser Demat Account.

5.3.3 The Purchaser shall remit the relevant portion of the Sale Consideration as set out in Part B of Annexure 1 against the name of the Seller (net of Withholding Tax (as applicable)), by wire transfer of funds to the Designated Bank Account of the Seller, and provide copies of the remittance instructions given by it to the Seller. The Purchaser shall remit the relevant portion of the Sale Consideration as set out in Part B of Annexure 1 against the name of the relevant Founder, by wire transfer of funds to the Designated Bank Account of such Founder, and provide copies of the remittance instructions given by it to such Founder.

5.3.4 The Purchaser shall file Form 15CA and 15CB (through a Chartered Accountant) in accordance with the provisions of IT Act, for remittance of relevant Sale Consideration (net of Withholding Tax (as applicable)) paid by the Purchaser to the Seller towards purchase of the Sale Shares, subject to the Seller having provided all necessary details for filing of Form 15CA and 15CB as a Condition Precedent.

5.3.5 The Board shall pass necessary resolutions, authorizing the following:

(a) taking on record the transfer of the Sale Shares to the Purchaser (and the nominee(s) of the Purchaser);

(b) approving the appointment of the nominees of the Purchaser as Directors;

(c) revoking all powers of attorney and other similar authorizations issued by the Company in favour of the Seller and/ or the Founders, and all existing instructions and authorizations in relation to the bank accounts of the Company and replacing them with new instructions and authorizations, on such terms as the Purchaser may direct;

(d) approving the change in signatories to the bank accounts of the Company;

(e) authorizing officers of the Company to make requisite filings with the authorities pursuant to applicable Law;

(f) approving such other actions as may be necessary to give effect to the transactions contemplated by this Agreement.

5.4 On the Closing Date, the Company shall provide to the Purchaser or its authorized representative, certified true copies of: (a) the resolutions so passed in accordance with **ARTICLE 5.3.5;** and (b) an extract from the register of beneficial owners maintained by the depository of the Company (if applicable) reflecting the Purchaser as the beneficial owner of the Sale Shares.

5.5 In the event the Sale Shares are not converted into dematerialized form pursuant to paragraph 4 of **Annexure 2**, then the Closing of the share purchase agreement shall occur in a manner as if the Sale Shares are in physical form and the Company and the Parties shall undertake all necessary actions as may be required under applicable law to give effect to the transfer of such Sale Shares (in physical form) from the Seller to the Purchaser (and its nominee).

5.6 On the Closing Date, the Seller's authorised representative shall deliver to the Purchaser:

5.6.1 a hard copy (and, where available, an electronic copy) of all Business Information and Company Intellectual Property (to the extent relevant);

5.6.2 the statutory books (written up to but not including the Closing Date), certificate of incorporation (including all certificates of incorporation on change of name (if any) and common seal (if any) of the Company;

5.6.3 the Books and Records (including the Tax records such as periodic filings, correspondences with Tax Authorities, inspection reports received from Tax Authorities, notices, orders, appeals and other documents related to Tax matters), and all records and registers pertaining to compliance with labour laws, fully completed with up to date payments and all records required to be kept;

5.6.4 evidence in a form satisfactory to the Purchaser of revocation of all powers of attorney issued by the Company in relation to the Business;

5.6.5 statements from the banks at which the Company maintains an account giving the balance as at the close of business on the last Business Day prior to Closing and evidence in a form satisfactory to the Purchaser of the change in signatory(ies) to the bank accounts of the Company;

5.6.6 the cheque books relating to all bank accounts of the Company together with confirmation that no cheques have been written since the last Business Day prior to Closing;

5.6.7 the cash book balances of the Company with statements reconciling the cash book balances and the relevant cheque books with the bank statements;

5.6.8 the title deeds relating to each property; and

5.6.9 the agreements, statements of work and purchase orders entered into with each of the clients.

5.7 Unless otherwise agreed by the Purchaser, all proceedings to be taken and all documents to be executed and delivered by the Parties on the Closing Date in terms of this Agreement, shall be deemed to be taken and executed simultaneously at Closing and no proceedings shall be deemed to be taken nor any documents executed or delivered at Closing until all such actions or proceedings required to be taken at the Closing Date, have been so taken, executed, delivered and accepted. Each Party shall have the rights and remedies as it may have at Law or in equity or otherwise including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. Unless otherwise agreed by the Purchaser (at its sole discretion), in case the transactions contemplated under this Agreement to be consummated on the Closing Date are not consummated, for any reasons whatsoever, and the Purchaser has already remitted the relevant portion of Sale Consideration in favour of the Seller and/or the Founder, the Seller and/or the Founders, shall refund the entire portion of the Sale Consideration received by such Seller and/or the Founder respectively, back to the Purchaser within 2 (two) Business Days from receipt of the relevant portion of the Sale Consideration and, in case the Purchaser has received the Sale Shares, the Purchaser shall transfer the Sale Shares back to the Seller or the Founders, as the case may be.

5.8 On the Closing Date or within 3 (three) Business Days thereafter, the Purchaser shall, either by itself or through the Company, file Forms FC-TRS with its authorized dealer bank with respect to the purchase of the relevant Sale Shares from the Seller, as may be required in accordance with FEMA NDI Rules. Each of the Parties (as the case may be) shall provide each other necessary documents and assistance to enable the filing of the Forms FC-TRS as required under Applicable Laws. The Purchaser shall procure that the acknowledgement of the authorised dealer bank(s) in relation to the Forms FC-TRS filed pursuant to this Article above, is obtained as soon as reasonably practicable from the date of filing.

5.9 <u>Conditions Subsequent to Closing</u>:

5.9.1 If any information required for the Business of the Company is not in the possession of the Company but remains held by the Seller, the Founders or their Affiliates after the Closing Date, the Seller and the Founders shall procure that such information is provided and transferred at no cost to the Company as soon as reasonably practicable upon request by the Purchaser.

5.9.2 The Seller and the Founders shall ensure that the Company files all necessary forms and intimations with the Registrar of Companies in respect of the corporate actions specified in **ARTICLE 5.3.5** and provide certified true copies of the aforesaid documents and filings, along with proof of filing thereof to the Purchaser.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Seller and each of the Founders shall jointly and severally represent and warrant to the Purchaser that each of the representations and warranties set out in Part A of **ANNEXURE 3** (collectively, the "**Seller Warranties**"), is and will continue to be, true and accurate in all respects and not misleading as on the Execution Date and the Closing Date.

6.2 The Purchaser represents and warrants to the Seller and the Founders that each of the representations and warranties set out in Part B of **ANNEXURE 3** (collectively, the "**Purchaser Warranties**"), is, and will continue to be, true and accurate in all respects and not misleading as on the Execution Date and the Closing Date.

6.3 Each of the Seller Warranties and the Purchaser Warranties, shall be construed as a separate and independent warranty and shall not be limited, restricted or modified by reference to or inference from the terms of any other Seller Warranties and the Purchaser Warranties, as the case may be.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated as follows:

7.1.1 upon the mutual written agreement of the Parties; or

7.1.2 by the Purchaser, the Seller and Founders, if the Closing has not occurred prior to or on the Long Stop Date; or

7.1.3 prior to the Closing Date, (a) by the Purchaser, if: (i) any of the Seller Warranties are found to be untrue, inaccurate or misleading in any respect; or (ii) upon a breach or failure by the Seller or Founder to observe or comply with any provisions, undertakings or covenants of this Agreement, or (b) by the Seller and Founders, if: (i) any of the Purchaser Warranties are found to be untrue, inaccurate or misleading in any respect; or (ii) upon a breach or failure by the Purchaser to observe or comply with any provisions, undertakings or covenants of this Agreement; or

7.1.4 by the Purchaser, on occurrence of a Material Adverse Effect.

ARTICLE 8

CONFIDENTIALITY

8.1 Each Party shall, and shall cause their respective Affiliates to, keep confidential and not to disclose Confidential Information to any third party, other than to their Affiliates, direct shareholders and their respective directors, officers, consultants, advisors, partners, managers, employees, agents and investors, who are also bound by confidentiality obligations.

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

8.2.1 has become generally available to the public (other than as a breach by such Party of the provisions of this **ARTICLE 8**); or

8.2.2 is disclosed in response to any summons or subpoena or in connection with any Litigation, enquiry or investigation; or

8.2.3 is required to be disclosed in order to comply with any Law, order, regulation or ruling applicable to the disclosing Party;

Provided that prior to any disclosure by the Seller or the Founder in respect of a request to disclose Confidential Information under **ARTICLES 8.2.2** or **8.2.3**, to the extent practicable, the Seller or the Founder (as the case may be) shall, unless prohibited by Applicable Law, notify the Purchaser.

8.3 Subject to compliance with applicable orders, regulation, or Law, the Seller and the Founder shall not make or send a public announcement, press release or communication concerning the Company or any aspect of this Agreement including its existence, unless it has first obtained the written consent of the Purchaser.

ARTICLE 9

GENERAL PROVISIONS

9.1 <u>Notices</u>

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

For the Purchaser:	**Fractal Analytics Private Limited**
Attention :	Mr. Srikanth Velamakanni
Address :	Fractal Analytics Private Limited Level 7, Commerz II, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E) Mumbai 400063
Email :	srikanth@fractal.ai

With a copy to:	**Shardul Amarchand Mangaldas & Co**
Attention :	Mr. Abhishek Guha
Address :	Shardul Amarchand Mangaldas 23rd Floor, Express Towers Nariman Point, Mumbai – 400 001
Email :	abhishek.guha@amsshardul.com
For the Company:	**Senseforth AI Research Private Limited**
Attention :	Krishna Kadiri
Address :	Senseforth 218 4th floor, Indiqube 9th Main Sector 6 HSR Layout Bengaluru 560102
Email :	Krishna@senseforth.com
For the Seller:	**Senseforth Inc.**
Attention :	Shridhar Marri
Address :	540 University Ave STE 300 Palo Alto CA 94301
Email :	shridhar@senseforth.com
With a copy to:	**Senseforth AI Research Private Limited**
Address :	Senseforth 218 4th floor, Indiqube 9th Main Sector 6 HSR Layout Bengaluru 560102
For the Founders:	**Persons listed in PART A of ANNEXURE 1**

For Shridhar Marri

Attention :	Shridhar Marri
Address :	86, 16th C Main 4th Block, Koramangala Bangalore 560034
Email :	shridhar@senseforth.com

For Krishna Kadiri

Attention : Krishna Kadiri

Address : 250, S-1, "Anugraha",
2nd C Main, 2nd A Cross,
Girinagar, 1st Phase Additional,
Bangalore 560085

Email : krishna@senseforth.com

For Ritesh Radhakrishnan

Attention : Ritesh Radhakrishnan

Address : 116, Sobha Quartz
Bellandur
Outer Ring Road
Bangalore 560 103

Email : ritesh@senseforth.com

9.1.2 Any notice or other communication shall be sent by reputed national or international courier service, by hand delivery or by email.

9.1.3 All notices referred in this Agreement or other communications shall be deemed to have been duly given or made (a) in the case of personal delivery, when delivered; (b) in the case of dispatch through a courier service, 5 (five) Business Days after being deposited with the courier service, postage prepaid, to such Party at its address; and (c) in case of email, immediately upon it being sent unless the sender receives a transmission error report.

9.2 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.

9.3 Arbitration

9.3.1 Any dispute arising out of or in connection with this Agreement including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity ("**Dispute**") shall be sought to be resolved and settled amicably within 15 (fifteen) Business Days of such dispute arising, failing which it shall be referred to and finally resolved by arbitration in accordance with Rules of the Singapore International Arbitration Centre ("**SIAC Rules**"), which rules shall be deemed to have been incorporated herein by reference.

9.3.2 The arbitration shall be conducted as follows:

(a) The arbitration panel shall consist of 3 (three) arbitrators. Each disputing party shall have the right to appoint 1 (one) arbitrator and the 2 (two) arbitrators appointed shall appoint a third arbitrator who shall be the chairman of the panel.

(b) All proceedings in any such arbitration shall be conducted in English.

(c) The seat of the arbitration proceedings shall be Mumbai and the venue of arbitration shall be Mumbai.

(d) The arbitration panel shall be free to award costs as it deems appropriate.

9.3.3 The arbitration award shall be in writing, shall be a reasoned award and shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitration award shall be enforceable in any competent court of law.

9.3.4 Neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the disputing parties of their respective obligations (other than those which are the subject matter of the Dispute) under this Agreement.

9.3.5 Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

9.3.6 The courts of Mumbai shall have non-exclusive jurisdiction with respect to matters ancillary to the arbitration process including for granting interim reliefs, enforcement of award or otherwise in support of the arbitration process.

9.4 Waiver

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

9.5 Amendment

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

9.6 Severability

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

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

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

9.7 Assignment

The Seller and the Founders shall not have the right to assign their respective rights or obligations under this Agreement to any other Person without the prior written consent of the Purchaser. The Purchaser shall be entitled to assign its rights and / or obligations under this Agreement to any Person without requiring any prior written consent of the other Parties, provided that such Person agrees to abide by the terms of this Agreement.

9.8 Counterparts

This Agreement may be executed in any number of originals or counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument. Facsimile transmission or other electronic transmission of an executed signature page of this Agreement by a Party shall constitute due execution of this Agreement by such Party.

9.9 Relationship

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

9.10 Equitable Relief

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or any other equitable relief to restrain the other Party from committing any violation or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Law or in equity. Each Party hereby waives any Claim or defence therein that the other Party has an adequate remedy at law.

9.11 Survival

ARTICLE 1.1 (*Definitions*), **ARTICLE 1.2** (*Construction*), **ARTICLE 5.7** (*Simultaneous Closing*), **ARTICLE 6** (*Representations and Warranties*), **ARTICLE 7** (*Termination*), **ARTICLE 8** (*Confidentiality*), **ARTICLE 9.1** (*Notices*), **ARTICLE 9.2** (*Governing Law*), **ARTICLE 9.3** (*Arbitration*), **ARTICLE 9.4** (*Waiver*), **ARTICLE 9.10** (*Equitable Relief*), **ARTICLE 9.12** (*Construction*), **ARTICLE 9.13** (*Costs*) and this **ARTICLE 9.11** (*Survival*) shall remain in effect, together with such provisions which expressly or by implication will survive termination including rights or claims of a Party for any prior willful and intentional breach of this Agreement by the other Party. All the other provisions of this Agreement shall lapse and cease to have effect provided that neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any Party.

9.12 Construction

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

9.13 Costs

Subject to the terms of this Agreement, each Party shall bear their own costs and expenses relating to the negotiation and preparation of this Agreement, including all out of pocket expenses and disbursements, irrespective of whether Closing has occurred or not.

9.14 Stamp duty

The Parties agree that: (a) any stamp duty related costs payable in relation to this Agreement; and (b) any stamp duty related costs payable on the transfer of the Sale Shares, shall be borne by the Purchaser (on one hand) and the Sellers on the other hand) in equal parts.

9.15 Further Assurances

The Parties shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required by, and in a form satisfactory to the other Party, in order to give full effect to this Agreement and its rights, powers and remedies under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Executed and delivered for and on behalf of

FRACTAL ANALYTICS PRIVATE LIMITED

FRACTAL ANALYTICS PVT. LTD.
MUMBAI-63

Name: Srikanth Velamakanni

Designation: Co-founder, Group CEO and Executive Vice-Chairman

Signature page to the Share Purchase Agreement between Fractal Analytics Private Limited, Senseforth Inc, Senseforth AI Research Private Limited, Shridhar Marri, Krishna Kadiri and Ritesh Radhakrishnan.

Executed and delivered for and on behalf of

SENSEFORTH INC

Senseforth Inc.

Name: SHRIDHAR MARRI

Designation: CEO + CO-FOUNDER

Signature page to the Share Purchase Agreement between Fractal Analytics Private Limited, Senseforth Inc, Senseforth AI Research Private Limited, Shridhar Marri, Krishna Kadiri and Ritesh Radhakrishnan.

Executed and delivered for and on behalf of

SENSEFORTH AI RESEARCH PRIVATE LIMITED

Name: KRISHNA KADIRI

Designation: Cofounder

SENSEFORTH AI RESEARCH PVT. LTD.

Signature page to the Share Purchase Agreement between Fractal Analytics Private Limited, Senseforth Inc, Senseforth AI Research Private Limited, Shridhar Marri, Krishna Kadiri and Ritesh Radhakrishnan.

Executed and delivered by

SHRIDHAR MARRI

____

Signature page to the Share Purchase Agreement between Fractal Analytics Private Limited, Senseforth Inc, Senseforth AI Research Private Limited, Shridhar Marri, Krishna Kadiri and Ritesh Radhakrishnan.

Executed and delivered by

KRISHNA KADIRI

Executed and delivered for and on behalf of

RITESH RADHAKRISHNAN

Riteshr

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ANNEXURE 1

PART A – DETAILS OF THE FOUNDERS

#	Name of the Founders
1.	Mr. Sridhar Marri
2.	Mr. Krishna Kadiri
3.	Mr. Ritesh Radhakrishnan

PART B - DETAILS OF SALE SHARES, SALE CONSIDERATION AND DESIGNATED BANK ACCOUNT

#	Name of the Seller	Number of Sale Shares to be transferred	Sale Consideration to be received	Designated Bank Account
1.	Senseforth Inc.	99,970	INR 12,94,14,164.10	Senseforth, Inc Bank: First Republic Bank Account No: 80003958600 ABA 321081669 Swift Code: FRBBUS65
2.	Mr. Sridhar Marri	10	INR 12,945.30	Sridhar Marri Bank: ICICI Bank Account No: 000201001598 IFSC Code: ICIC0000002
3.	Mr. Krishna Kadiri	10	INR 12,945.30	Krishna Kadiri Bank: HDFC Bank Account No: 50100150734137 IFSC Code : HDFC0001048
4.	Mr. Ritesh Radhakrishnan	10	INR 12,945.30	Ritesh Radhakrishnan Bank: HDFC Bank Account No: 50100171327689 IFSC Code : HDFC0004094

PART C – SHARE CAPITAL OF THE COMPANY AS ON THE EXECUTION DATE

#	Name of the Shareholder	Number of Shares	Percentage Shareholding
1.	Senseforth Inc.	99,970	99.97%

2.	Mr. Sridhar Marri	10	0.01%
3.	Mr. Krishna Kadiri	10	0.01%
4.	Mr. Ritesh Radhakrishnan	10	0.01%
	TOTAL	**1,00,000**	**100%**

PART D – SHARE CAPITAL OF THE COMPANY AS ON THE CLOSING DATE

#	Name of the Shareholder	Number of Shares	Percentage Shareholding
1.	Fractal Analytics Private Limited	99,999	99.999%
2.	Mr. Srikanth Velamkanni jointly with Fractal Analytics Private Limited	1	0.001%
	TOTAL	**1,00,000**	**100%**

ANNEXURE 2

CONDITIONS PRECEDENT

1. The Seller Warranties shall have been true, accurate and not misleading on the Execution Date and as of the Closing Date with the same effect as if they had been made on and with reference to facts and circumstances existing as of each such date, and all undertakings and covenants herein made by the Seller shall have been duly performed in all respects in accordance with the terms hereof.

2. No Material Adverse Effect having occurred.

3. There are no (a) proceedings, temporary restraining orders, preliminary or permanent injunctions, attachments or other orders issued by any court of competent jurisdiction or other legal or regulatory prohibition or restrictions or other actions pending or, to the knowledge of the Seller, threatened, which involves a challenge to or seeks to or prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated under this Agreement or materially impairs or prejudices the due and proper consummation of the transactions contemplated under this Agreement; or (b) circumstances, events, facts, occurrence, change, development or conditions which has had, or would reasonably be likely to have, a material and adverse effect on the ability of the Seller to timely consummate the transactions contemplated hereby.

4. The Sale Shares having been converted from physical shares into dematerialized form provided that the Purchaser will proceed to Closing even if Sale Shares have not been dematerialized inspite of the best efforts of the Sellers.

5. The Seller shall have delivered to the Purchaser a certified true copy of a valuation certificate of the Company from a Chartered Accountant or Category I Merchant Banker registered with Securities and Exchange Board of India, which provides the fair value of the Sale Shares of the Company, in accordance with any internationally accepted pricing methodology as mutually agreed between the Company, Seller and the Purchaser.

6. The Seller shall have delivered to the Purchaser a certified true copy of a valuation certificate under Section 50CA and 56(2)(x) of the IT Act and Rule 11UA (1)(c)(b) of the Income Tax Rules, 1962.

7. The Company shall provide a board resolution as may be necessary for the execution and delivery of this Agreement, and the performance thereof.

8. The Company and the Seller will have obtained all necessary approvals, waivers and no-objections in writing from any Person, as may be required under any Applicable Law or Contract or otherwise for the execution, delivery and performance of this Agreement, including without limitation, approvals, waivers and no-objections.

9. The Company shall have obtained prior written consent from SBI Cards and Payment Services Limited pursuant to the agreement dated 16 March 2021 for the transactions contemplated under this Agreement.

10. The Company shall provide an intimation in a format mutually agreed with the Purchaser to (a) HDFC Bank Limited pursuant to the Master Services Agreement dated 17 May 2018; and (b) Axis Bank Limited pursuant to the agreement dated 19 March 2020, and addendum dated 7 September 2020, for the transactions contemplated under this Agreement.

11. The Seller having delivered to the Purchaser, a draft of the 281 Report, in a form agreed by the Purchaser, confirming that there are no pending demand(s), and no pending notices and assessments against such Seller under the IT Act, along with the screenshots of the income-tax web portal and TDS Reconciliation Analysis and Correction Enabling System (TRACES) web-portal reflecting the same (as of the date of such draft 281 Report) as annexures thereto.

12. The Seller having delivered to the Purchaser, a draft of the Big Four Tax Opinion in agreed form as acceptable to the Purchaser.

13. The Seller having provided to the Purchaser, all the necessary details as required for filing Form 15CA and 15CB, as prescribed under the IT Act, on the Closing Date, for remittance of relevant portion of the Sale Consideration.

ANNEXURE 3

REPRESENTATIONS AND WARRANTIES

PART A - SELLER WARRANTIES

The Seller and each Founder (each, a "**Relevant Seller**") hereby jointly and severally make the following representations and warranties, on the Execution Date and on the Closing Date, to and in favour of the Purchaser:

1. Status and Authorizations

1.1 The Relevant Seller has all necessary legal capacity to enter into, deliver and perform this Agreement.

1.2 The Agreement, when executed and delivered by the Relevant Seller, will constitute legal, valid and binding obligations of the Relevant Seller, enforceable against the Relevant Seller, in accordance with its terms.

1.3 All necessary Approvals required to be obtained by the Relevant Seller for the execution, delivery and performance of, and to render this Agreement, legally valid, binding and enforceable against the Relevant Seller in accordance with its terms have been granted / obtained and continue to be valid as of the date of this Agreement and the Closing Date, and the Relevant Seller has complied with all conditions attached to each such Approval.

2. No Conflicts, etc.

The execution, delivery and performance by the Relevant Seller of this Agreement and the transfer of the relevant Sale Shares to the Purchaser and the consummation of the transactions contemplated hereby does not:

(a) conflict with, contravene, result in a violation or breach of or default under or otherwise in any manner affect (with or without the giving of notice or the lapse of time or both): (i) any Law applicable to the Relevant Seller; (ii) any order, judgment or decree of any court or other Governmental Authority, to which the Seller is a party or by which the relevant Sale Shares are bound or affected; (iii) any Contract, document or agreement by which the relevant Sale Shares are bound or affected; or

(b) conflict with, contravene, result in a violation or breach of or default under or otherwise in any manner affect (with or without the giving of notice or the lapse of time or both) any Approval obtained by the Seller by which the relevant Sale Shares are bound or affected; or

(c) result in the creation of any Encumbrance upon any of the relevant Sale Shares, under (i) any law applicable to the Relevant Seller; (ii) any Contract by which the relevant Sale Shares are bound or affected that the Purchaser is not party to.

3. Sale Shares

3.1. The Seller is the sole legal and beneficial owner of the Sale Shares (other than 30 Equity Shares, of which 10 (ten) Equity Shares each are legally owned by Mr. Sridhar Marri, Mr. Krishna Kadiri, and Mr. Ritesh Radhakrishnan, respectively), free and clear of all Encumbrances.

3.2. The Relevant Seller has complied with all applicable Laws in relation to the subscription, and/or acquisition, of the Sale Shares.

3.3. All relevant Sale Shares are duly and validly issued, fully paid up and owned by the Relevant Seller and the Relevant Seller has full right, power and authority to sell, transfer, convey and deliver to the Purchaser good, valid and marketable title to Sale Shares in accordance with this Agreement.

3.4. There are no Claims or Litigation pending or threatened: (a) against the Relevant Seller, (i) which questions the validity of this Agreement; or (ii) which questions the right of the Relevant Seller to enter into this Agreement and consummate the transactions contemplated hereby, or (iii) in which any relief is sought, which if granted would result in any change in the current equity or economic ownership of the Relevant Seller in the Company; or (b) in relation to any of the Sale Shares.

3.5. There are no contracts among the shareholders of the Company and the Relevant Seller with respect to the holding, voting or transfer, with respect to, any relevant Sale Shares.

3.6. No broker, finder or investment banker is entitled to any brokerage, finder's, investment banker's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Relevant Seller that will give rise to any payment obligation or other liability on the part of Purchaser or its Affiliates (including the Company after Closing).

3.7. All necessary filings with the Company and all governmental authorities in relation to the relevant Sale Shares as required under applicable Law have been validly, duly and correctly made and there are no pending notices, correspondence, claims or pending remarks in relation thereto from any Governmental Authority.

4. Insolvency

No:

(a) order has been made, no resolution has been passed for bankruptcy or insolvency of Seller and no petition or proceedings or similar actions been instituted or has been presented before courts, tribunals or any Governmental Authority for the purpose of administration or bankruptcy or insolvency of the Relevant Seller or any assets owned by the Relevant Seller; or

(b) moratorium in connection with any potential insolvency or similar proceedings, that are pending or have been threatened by a written notice in relation to the Seller or any of its assets, and the Relevant Seller has not taken any action in contemplation of, or which would constitute the basis for the institution of insolvency proceedings; or

(c) composition or similar arrangement with creditors has been made or is proposed to be made in respect of the Relevant Seller; or

(d) liquidator (including a provisional liquidator), resolution professional, trustee in bankruptcy, judicial custodian, compulsory manager, receiver (which expression shall include an administrative receiver) has been appointed in respect of the Relevant Seller or any of its assets.

5. The Relevant Seller has not violated or been the subject of any proceeding under, any provision of the Anti-corruption Laws.

6. Each Founder is a tax resident of India as on the Execution Date, and shall remain a tax resident of India for the year in which Closing occurs.

7. There is no Tax Proceeding initiated, pending or subsisting against the Relevant Seller that can adversely affect the transfer of its respective Sale Shares under Section 281 of the IT Act. There are no inquiries or investigations or Tax Proceedings against the Relevant Seller under the provisions of the IT Act that could necessitate obtaining a certificate from the relevant Tax Authority under Section 281 of the IT Act.

PART B - PURCHASER WARRANTIES

The Purchaser hereby represents and warrants the following:

1. Status

The Purchaser is a company, duly incorporated and validly existing under the laws of India.

2. Powers and Authority

(a) The Purchaser has the power to enter into and perform, and has taken all necessary actions to authorize the entry into, performance and delivery of, this Agreement and the transactions contemplated hereby.

(b) The Purchaser has obtained the approval of its board of directors, approving and/or authorizing the transactions contemplated under this Agreement.

3. Legal Validity

(a) This Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable in accordance with their respective terms.

(b) The execution, delivery and the performance by the Purchaser of this Agreement and its obligations in relation to the transaction contemplated thereunder, do not and will not:

(i) breach or constitute a default under its constitutional or organizational documents; or

(ii) result in a violation or breach of or default under applicable Laws of India or of any order, judgment or decree of any court, Governmental Authority, regulatory body by which the Purchaser or any of its assets is bound.

4. The Purchaser will have sufficient financial resources, to perform its obligations under this Agreement in relation to the payment of the Sale Consideration on the Closing Date.

ANNEXURE 4

FORMAT OF CP CONFIRMATION CERTIFICATE

Date:

To,

Fractal Analytics Private Limited
[●]

Re: Share purchase agreement executed by and amongst Fractal Analytics Private Limited ("Purchaser"), Senseforth AI Research Private Limited ("Company"), and Senseforth Inc. ("Seller") and persons listed in Part A of Annexure I ("Founders") on [●] (the "Agreement")

We refer to the Agreement executed by the parties thereto.

In this letter, all capitalized terms used herein but not defined shall have the meaning given to them under the Agreement. This certificate is being issued in accordance with **ARTICLE 3.2** and **ARTICLE 5** of the Agreement.

We hereby certify, confirm, declare and acknowledge that:

1. All Conditions Precedent (other than the Conditions Precedent expressly waived by the Purchaser in writing pursuant to the waiver letter [●]) have been duly satisfied in accordance with **ARTICLE 3** of the Agreement.

2. No Material Adverse Effect having occurred.

3. The Seller and each Founder confirms that the Seller Warranties are true, accurate and not misleading, when made on the date of the Agreement, as of the date of this certificate and shall be true, accurate and not misleading as of the Closing Date.

5. The Seller and each of the Founders hereby confirm that it has not breached its covenants under the Agreement.

   Certified true copies of necessary documents evidencing the compliance and fulfillment of the following Conditions Precedent are attached herewith as indicated below:

Sr. No.	Relevant ARTICLE of the Agreement	Documentary Evidence	Annexure No.
1.			
2.			
3.			

Yours sincerely,

____

[*Seller's signature*]

____

[*Founders' signature*]

ANNEXURE 5

STANDSTILL OBLIGATIONS

(1) Entering into, modifying or terminating any material contract or any Contract affecting a material part of its Business or entering into any unusual or onerous contract;

(2) Disposing of or granting any option in respect of any material part of its Assets, having a value, individually or in the aggregate, in excess of INR 100,000 (Indian Rupees One lakh);

(3) Disposing off or alienating any part of or granting any option in respect of any of the Company Intellectual Property;

(4) Acquiring or disposing of any fixed asset or inventory having a book value in excess of INR 100,000 (Indian Rupees One lakh);

(5) Making any capital commitment in excess of INR 100,000 (Indian Rupees One lakh) individually or which together with all other such capital commitments entered into between the date of this Agreement and Closing exceeds INR 500,000 (Indian Rupees Five lakh) in aggregate;

(6) Making any material change in the nature or organisation of its Business;

(7) Discontinuing or ceasing to operate all or a material part of its Business;

(8) Making any variation to the terms and conditions of employment of any employee currently earning in excess of INR 100,000 (Indian Rupees One lakh) per annum or more other than salary increases in the ordinary course and at normal market rates;

(9) Appointing, employing or offering to appoint or employ any Person at a rate of remuneration per annum in excess of INR 500,000 (Indian Rupees Five lakh) individually or which together with all other such appointments or offers made between the date of this Agreement and Closing exceeds INR 15,00,000 (Indian Rupees Fifteen lakh) in aggregate;

(10) Dismissing any of the Key Employees or, directly or indirectly, inducing or attempting to induce any Key Employee to terminate his employment;

(11) Borrowing money or incurring any indebtedness whatsoever, in excess of INR 10,00,000 (Indian Rupees Ten Lakh);

(12) Granting or repayment of any loan, advance or capital contribution to any Person, including the Seller, the Founders or their respective Affiliates other than a repayment of an amount of INR 1,74,55,032 (Indian Rupees One crore seventy-four lakhs fifty five thousand and thirty two) to the Founders;

(13) Changing share capital in any manner not contemplated by this Agreement;

(14) Reducing the share capital or purchasing or redeeming its own shares or any modifications to the capital structure;

(15) Acquiring or agreeing to acquire any share or other interest in any Person or other venture or acquiring any business carried on by any Person or making any investment of any kind;

(16) Creating any Encumbrance or redeeming or releasing any Encumbrance on their Assets or otherwise or giving any guarantees or indemnities;

(17) Incurring or paying any management charge or making any other payment to the Seller, the Founder or their respective Affiliates;

(18) Granting, modifying or terminating any rights or entering into any agreement relating to Company

Intellectual Property or creating any Encumbrance on any Company Intellectual Property or doing or omitting to do anything to jeopardise the goodwill, validity or enforceability of any Company Intellectual Property, including the non-payment of any official fees or statutory charges;

(19) Instituting or settling any legal proceedings (except debt collection in the normal course of business);

(20) Declaring, making or paying any dividend or other distribution;

(21) Creating, allotting or issuing any shares, loan capital or other securities including shares pursuant to ESOPs;

(22) Creating, issuing, redeeming or granting any option or right to subscribe in respect of any share or loan capital or other securities;

(23) Amending the Memorandum of Association and Articles (except as required under this Agreement), adopting further charter or constitutional documents or passing resolutions which are inconsistent with their Memorandum of Association and Articles;

(24) Entering into any new transactions with any of its Affiliates or any other related parties;

(25) Setting up/incorporating any new subsidiaries of the Company;

(26) Writing off debts or writing down the value of any of Assets;

(27) Changing of statutory or internal auditors;

(28) Passing any resolutions in general meeting or by way of written resolution.

The Board of Directors and Shareholders,
Senseforth AI Research Private Limited
Indiqube Hexa, Survey No: 218/A,4th Floor, 9th Main,
Sector 6, HSR Layout, Bangalore – 560102

The Board of Directors and Shareholders,
Senseforth Inc
540 University Ave Suite 300 Palo Alto CA 94301

Dear Sirs,

August 19, 2021

STRICTLY PRIVATE AND CONFIDENTIAL

FAIR VALUE OF EQUITY SHARES OF SENSEFORTH AI RESEARCH PRIVATE LIMITED

We refer to the various discussions and letter of engagement dated August 05,2021 confirming our appointment as Independent valuer for valuation of equity shares of Senseforth AI Research Private Limited ("Senseforth India" or "the Company"). In the following paragraphs, we have summarised our valuation analysis of the equity shares, together with the description of methodologies used and limitation of our scope of work.

I. CONTEXT AND PURPOSE

Senseforth India has approached us to provide a fair valuation of its shares for the purpose of determining the fair value of equity shares of the Company through Discounted Cash Flow Method in connection with transfer of shares of Senseforth India to Fractal Analytics Private Limited. This valuation of equity shares of Senseforth AI Research Private Limited is required to comply with Foreign Exchange Management (Non-debt Instruments) Rules, 2019 read with Foreign Exchange Management Act, 1999. ("FEMA Regulations") and for the purpose of tax and regulatory filings in relation to proposed transfer of shares of Senseforth India.

In this context, the purpose of the valuation is to assist the Management of Senseforth India/ Senseforth Inc in determining the fair value of the equity shares of Senseforth India.

II. BACKGROUND INFORMATION

Senseforth India offers solutions and services in Conversational AI to automate conversations between organizations and people. Senseforth India helps enterprises acquire, engage and support customers across a wide range of use cases such as sales, customer service, HR, IT support, and knowledge management across Financial Services, Healthcare,

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Telecom, Retail, Travel and other verticals. Senseforth's solutions address queries, resolve issues, perform tasks, and make product recommendations.

III. Valuation Date

As per our discussions with the management, the valuation have been carried out as on 30th June 2021.

IV. Valuation analysis and methodology

The valuation exercise is carried out on arm's length basis and in compliance with the internationally accepted valuation standards and as required under Foreign Exchange Management Act, 1999.

In this relation, there are various methods adopted for valuation of company. Certain methods are based on asset value of an entity while certain other methods are based on the earnings potential of the company. Each method proceeds on different fundamental assumptions which have greater or lesser relevance and at times even no relevance, to a given situation. Thus, the methods to be adopted for a particular valuation exercise must be judiciously chosen.

a. NET ASSETS VALUE ('NAV') METHOD

The Net Assets Method represents the value with reference to historical cost of assets owned by company and the attached liabilities on the valuation date.

b. COMPARABLE COMPANIES MULTIPLE METHOD

The Comparable Companies Multiple Method arrives at the value of company by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences, such as growth potential, past track record, size, company dynamics, etc. In the present case, this method is not applicable as there are no similar comparable companies which can be suitably used.

c. DISCOUNTED CASH FLOW (DCF) METHOD

The Discounted Cash Flow (DCF) Method values a company by discounting its free cash flows for the explicit forecast period and the perpetuity value thereafter. The free cash flows represent the cash available for distribution to both the owners and the creditors of the company. The free cash flows are discounted by Weighted Average Cost of Capital (WACC). The WACC represents the returns expected by the investors of both debt and equity, weighted for their relative funding in the entity. The present value of the free cash flows during the explicit period and the perpetuity value indicate the value of company.

d. MARKET PRICE ('MP') APPROACH

The market price of a share as quoted on a stock exchange is normally considered as the fair value of the shares of that company where such quotations are arising from the shares being regularly and freely traded in, subject to the element of speculative support that may be inbuilt in the value of the shares.

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In the present case, the Market Price Method is not applicable, as the shares of the Company are not listed on any recognized stock exchanges as on date.

e. For the purpose of the present valuation exercise, we have considered fit to use the Discounted Cash Flow (DCF) Method for determining the fair value of shares of the Company. The value of the firm in this approach is the present value of the expected cash flows from both assets in place and future growth, discounted at the cost of capital. The following factors are the variables in the arriving at the Fair Value under this approach:

i. **Terminal growth rate**

Considering the nature of business of Senseforth India, discussions with the management, inflation rate and the projected growth rate of the Indian Economy a terminal growth rate of 7% is being considered.

ii. **Weighted Average Cost of Capital (WACC)**

WACC is considered as the most appropriate discount rate in the DCF Method, since it reflects both the business and the financial risk of the Company. In other words, WACC is the weighted average of the firm's cost of equity and debt. The WACC is worked out using the following parameters:

Cost of Equity is worked out using the following formula:

Risk Free Return + (Beta x Equity Risk Premium)

The risk-free rate of return is taken at 6.03% (Source investing.com)

Industry Beta is considered as 1.00

Based on qualitative analysis of long-term equity risk premium, equity risk premium is arrived at 8.62% and the Company specific risk premium is assumed as 12%

Based on the above, the Cost of Equity is determined to be 26.65%

Based on the above and since there is no major interest-bearing debt, WACC works out to 26.65% as per the calculation given in the annexure below.

V. SOURCES OF INFORMATION

The valuation analysis is based on a review of historical and estimated financial information relating to the Company provided by the management.

The sources of information include:

- Audited financial statements of the Company for the years ended March 31, 2020, 31st March 2021and provisional financials for the year period ended June 30, 2021.

- Projected financial statements of for the years ending March 31, 2022, 2023, 2024, 2025 and 2026.

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In addition to the above, we have also obtained such other information and explanations, which were considered relevant for the purpose of our Analysis.

VI. CAVEATS

Provision of valuation recommendation and considerations of the issues described herein are areas of our regular corporate advisory practice. The services do not represent accounting, financial and due diligent review, consulting and other transactional advisory related services that may otherwise be provided by us.

The projected financial statements for the year ending March 31, 2022, 2023, 2024, 2025 and 2026 have been provided to us by the Management of the Company. We have relied on explanations and information provided by the respective management and accepted the information provided to us as accurate. Although, we have reviewed such data for consistency and reasonableness, we have not independently investigated or otherwise verified the data provided. Nothing has come to our attention to indicate that the information provided had material misstatements or would not afford reasonable grounds upon which to base the Report.

The scope of our work has been limited both in terms of the areas of the business and operations which we have reviewed and the extent to which we have reviewed them. The Valuation Report does not seek to recommend strategies that may enhance its future value to Shareholders. There may be matters, other than those noted in this Report, which might be relevant in the context of the transaction and which a wide scope might uncover.

The valuation analysis recommendation contained herein is not intended to represent the value at any time other than the date that is specifically stated in this report. This report is issued on the understanding that the management of the Company have drawn our attention to all matters of which they are aware concerning the financial position of the Company, which may have an impact on our report up to the date of signature. We have no responsibility to update this report for events and circumstances occurring after the date of this report. Whilst this report has been prepared in good faith, no representation, warranty or undertaking (whether expressed or implied) is given, nor is any responsibility whatsoever assumed for the authenticity, origin, validity, accuracy or completeness of the information, statements, projections, comments, opinions or other contents set forth herein, or any liability accepted for any damages, loss or expense resulting from any errors or omissions herein.

We have no present or planned future interest in the Company and the fee for this report is not contingent upon the values reported herein. We or any of our officers, employees, agents shall not be liable for any direct, indirect, consequential loss suffered by any person as a result of relying on any statement in, or omission from, this Report or any other information in connection herewith.

Our valuation analysis should not be construed as investment advice. The Report, the estimates of the value contained therein and any independent written or oral communication or discussion in connection with its contents, are for the sole internal use

GSV & Co. BENGALURU FRN:013175S CHARTERED ACCOUNTANTS of the board of the Company. No information regarding the Report, nor any written or oral communication relating thereto, will be released by the Company or any of its directors to any other party without our prior written consent, except for those circumstances which are outlined in the Engagement Letter. However, the above valuation report may be distributed to and relied upon by Fractal Analytics Private Limited or any of its group entities and for the purpose of tax and regulatory filings as may be required.

VII. DISTRIBUTION OF REPORT

This valuation analysis is confidential and has been prepared exclusively for the management of the Company for the purpose mentioned earlier in this report. It should not be used, reproduced or circulated to any other person or for any other purpose other than as mentioned above, in whole or in part, without our prior written consent. Such consent will only be given after full consideration of the circumstances at the time. The above valuation report may be distributed to and relied upon by Fractal Analytics Private Limited or any of its group entities and for the purpose of tax and regulatory filings as may be required.

VIII. VALUATION ANALYSIS

The valuation has been carried out as on June 30, 2021. According to our assessment, the fair value of Equity Shares of the Senseforth India arrived at from the above-mentioned method of valuation, subject to the limitations and caveats listed in this report and the engagement letter is Rs. 1,299.23 (Rupees One Thousand Two Hundred Ninety Nine and Twenty Three Paise Only).

Yours truly,

For G P S V & Co.,
Chartered Accountants
FRN: 013175S
UDIN: 21222219AAAADO1856

GPSV & CO. BENGALURU FRN:013175S CHARTERED ACCOUNTANTS

Patil Narahari Laxmanrao
Partner
M N: 222219

Place: Bengaluru

Annexure

Valuation of Equity Shares as per Discounted Cash Flow Method

Particulars		Amount In INR
Expected Discounted Cash Flow or Enterprise Value	A	13,18,47,979
Less: Value of Debt	B	1,74,55,032
Discounted Cashflow available to Equity Shareholders	C=A-B	11,43,92,947
Add: Cash & Bank Balance as at 30.06.2021		1,55,29,740
Adjusted Discounted Cashflow available to Equity Shareholders (rounded off)		12,99,23,000
Number of Equity Shares		1,00,000
Value per Equity Share (INR)		1,299.23

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