

Key Terms

Borrower	<ul style="list-style-type: none"> • Coforge Limited
Facility	<ul style="list-style-type: none"> • Senior INR rated listed Non-Convertible Bonds (“Bonds”)
Facility Amount	<ul style="list-style-type: none"> • INR 340 crores
Purpose	<ul style="list-style-type: none"> • TBD
Tenor	<ul style="list-style-type: none"> • 5 years • Bullet repayment at the end of the Tenor
Structuring Fees	<ul style="list-style-type: none"> • 1.50% flat on the Facility Amount
Coupon	<ul style="list-style-type: none"> • First 3 months 3 years Mifor + 3.30% • Post 3 months till 3 years - 3 years Mifor + 4.25% • Post 3 years – 1 year MIFOR + 4.25% • If Security is granted prior to 3 years then the spread will reduce as per below: <ul style="list-style-type: none"> • First 3 years: 3 years MIFOR + 2.40% • Post 3 years: 1 year MIFOR + 2.70%
Coupon Servicing	<ul style="list-style-type: none"> • Annual
Mandatory Prepayment	<p>Including but not limited to:</p> <ul style="list-style-type: none"> • Illegality • In case of disposal of all or substantially all of the assets of the Borrower • Any proceeds from equity raise at the Issuer
Financial Covenants	<p>Including but not limited to:</p> <ul style="list-style-type: none"> • Max Net Debt / EBITDA to be defined as ratio of Gross Debt less cash to the trailing 12 month EBITDA. To not exceed [1.0]x • Minimum DSCR: TO be defined as the ratio of Total Free cash flow on a consolidated basis to debt service (principal + interest) on a consolidated basis: To be higher than 1.50x • Minimum Rating: To be not lower than 2 notches below the initial rating for the Bonds

Other Covenants	<p>Restrictions on Borrower to include:</p> <ul style="list-style-type: none"> Restrictions on additional financial indebtedness/ restrictions on dividends and distributions in case of an EOD / restrictions on disposals / restrictions on amendment to constitutional documents / negative pledge.
Taxes	<ul style="list-style-type: none"> All payments under the Facilities shall be made free and clear of all present and future taxes, deductions, charges, withholding, stamp duty, liability or impost of whatever nature (except as required by applicable law). Issuer will gross up interest, fee and other payments in a manner that would make such payments equal to amounts paid had no taxes, deductions, charges, withholding, stamp duty, liability or impost of whatever nature been levied.
Break Costs	<ul style="list-style-type: none"> Notwithstanding any other provision contained in this term sheet, the Issuer shall be required to pay for costs, expenses, hedge unwinding costs, tax and duties incurred by the Investors in connection with any prepayment under the Facilities whether due to mandatory prepayment, acceleration upon occurrence of an Event of Default or otherwise, as determined by the Investors. No Break cost to be payable in case the redemption of the bonds happens on a date which is after 3 years from the deemed date of allotment and such redemption date is an Interest Reset Date
Other Conditions	<ul style="list-style-type: none"> Cross default with other debt at Borrower or its subsidiaries Customary to the financings of this nature, including but not limited to, Conditions Precedent Conditions Subsequent, Representations and Warranties, Events of Default and Consequences, Syndication related clauses, Increased Costs, Costs and Expenses to be borne by the Issuer, MAC, Illegality, Governing Law, etc.

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