

**TERMS AND CONDITIONS OF ISSUE OF THE AXIS DEBENTURES**

Reference to the Shareholders' Agreement in this Annexure-A shall mean the Shareholders' Agreement dated 17 December 2018 by and amongst by and amongst Girnar Software Private Limited, Sci Growth Investments II, Sequoia Capital Growth Investment Holdings I, SC GG India Mobility Holding LLC, Hillhouse CD Holdings Limited, Aquila Investments III (Mauritius) Limited, RNT Associates Private Limited, HDFC Bank Limited, Times Internet Limited, GC Asia Investments, CapitalG LP, Dentsu Inc., Axis Bank Limited, Trifecta Venture Debt Fund-I, Mr. Amit Jain and Mr. Anurag Jain.

**1. STATUS**

The Axis Debentures constitute direct, unconditional and unsubordinated obligations of the Company. The Axis Debentures are issued free of all encumbrances, together with all rights now or hereafter attaching thereto.

**2. FACE VALUE**

The face value of the Axis Debentures shall be INR 56,585 (Rupees Fifty Six Thousand Five Hundred and Eighty Five only).

**3. TERM**

The term of the Axis Debentures shall be a maximum of 1 day prior to the 10<sup>th</sup> anniversary of the Series C Closing Date ("**Axis Maturity Date**").

**4. AXIS COUPON**

4.1 The Axis Debentures shall bear interest at the rate of 0.00001% (Zero Point Zero Zero Zero Zero one) per annum ("**Axis Coupon**") which shall accrue and be paid annually, calculated from the date of the receipt of the Axis Investment Amount by the Company until the Axis Maturity Date, in accordance with the terms of the Agreement.

4.2 All Axis Coupon accruing on the Axis Debentures shall accrue from day to day and be calculated on the basis of the actual number of days elapsed from the issuance of the Axis Debentures and a year of 365 days (or 366 days in case of a leap year), at the applicable Axis Coupon and rounded off to the nearest Rupee.

4.3 Axis Coupon shall be paid to such bank account of the holder of the Axis Debentures as notified by the holder of the Axis Debentures to the Company from time to time.

**5. CONFLICT**

In the event of any conflict between the terms of issue of Axis Debentures and the Agreement, the Agreement shall prevail.

**6. ACKNOWLEDGEMENT OF LIABILITY**

6.1 The Company hereby acknowledges its liability to the holder of the Axis Debentures in respect of the Axis Debentures held by the holder of the Axis Debentures and covenants with the holder of the Axis Debentures that, as and when the Axis Debentures are due to be converted in accordance with the provisions of the Agreement, the Company will effect

such conversion in accordance with the terms of the Agreement. The holder of the Axis Debentures from time to time shall have the benefit of, be entitled to enforce, be bound by, and is deemed to have notice of, all obligations, liabilities, agreements, undertakings, covenants, warranties and other provisions in the Agreement.

## **7. VARIATION OF RIGHTS OF AXIS DEBENTURES**

- 7.1 The rights, privileges, obligations and conditions attached to the Axis Debentures cannot be varied, modified or abrogated without the prior written consent of the holder of the Axis Debentures and the Investors.

## **8. LIQUIDATION PREFERENCE OF AXIS DEBENTURES**

- 8.1 In the event of a Liquidation Event, a holder of Axis Debentures or a holder of Equity Shares resulting from conversion of the Axis Debentures shall be entitled to receive such portion of the proceeds available for distribution pursuant to the Liquidation Event on a *pari passu* basis with the holders of the HDFC Debentures (or after the HDFC Maturity Date, the Equity Shares upon conversion of the HDFC Debentures) but prior and in preference to any other holder of Equity Securities (including the holders of Series A CCCPS, Series A1 CCCPS, Series B CCCPS, Series B2 CCCPS, Series B3 CCCPS, Series B4 CCCPS, Series B5 CCCPS, Series B6 CCCPS and Series C CCCPS), only in the circumstances as set out below:

### **8.1.1 Liquidation Event occurring prior to the Axis Maturity Date:**

- (a) If the Liquidation Event is under Clause 1.1 (iiii)(i) of the Shareholders' Agreement, such portion of the proceeds available for distribution as may be determined by the official liquidator on a *pari passu* basis with holders of the HDFC Debentures but prior and in preference to any payment or distribution to any other holder of Equity Securities (including the holder of the Series A CCCPS, Series A1 CCCPS, Series B CCCPS, Series B2 CCCPS, Series B3 CCCPS, Series B4 CCCPS, Series B5 CCCPS, Series B6 CCCPS and Series C CCCPS) but in any event not exceeding the Axis Investment Amount; or
- (b) If the Liquidation Event is not under Clause 1.1(iii)(i) of the Shareholders' Agreement, such portion of the proceeds available for distribution pursuant to the Liquidation Event (less any amounts to be paid or set aside for the payment of creditors of the Company) as is proportionate to the participation of the holder of Axis Debentures or the holder of Equity Shares resulting from conversion of the Axis Debentures in the Liquidation Event on an as converted basis.

### **8.1.2 Liquidation Event occurring on or after the Axis Maturity Date:**

If the Liquidation Event occurs after the Axis Maturity Date but prior to the earlier of (i) the 20<sup>th</sup> anniversary of the Series C Closing Date; or (ii) the Requisite Investors converting all their Preference Shares to Equity Shares, such portion of the proceeds available for distribution pursuant to the Liquidation Event (less any amounts to be paid or set aside for the payment of creditors of the Company) as is proportionate to the participation of the holder of Equity Shares resulting from conversion of the Axis Debentures in the Liquidation Event on an as converted basis.

## **9. AUTHORIZATIONS FROM GOVERNMENTAL AGENCIES**

- 9.1 In the event any Authorizations from any Governmental Authorities are required for the conversion of the Axis Debentures under Applicable Law, the Company shall procure such

Authorizations as soon as possible so as to fulfil the obligations provided herein or in the Agreement.

## 10. CONVERSION OF THE AXIS DEBENTURES

### 10.1 Conversion

- (a) All, but not less than all, the Axis Debentures may be converted into Equity Shares at any time at the option of the holder of the Axis Debentures.
- (b) Subject to compliance with applicable Laws, all the Axis Debentures shall automatically be converted into Equity Shares, at the Axis Debenture Conversion Price (defined later) then in effect, upon the earlier of (i) 1 (One) day prior to the expiry of 10 (Ten) years from the date of allotment of the Axis Debentures or (ii) in connection with an IPO (or any subsequent IPO), prior to the filing of a prospectus (or equivalent document, by whatever name called) by the Company with the competent authority or such later date as may be permitted under applicable Laws.
- (c) All the Axis Debentures shall be converted into Equity Shares at the conversion price determined as provided herein in effect at the time of conversion ("**Axis Debenture Conversion Price**"), in accordance with the formula specified below.
- (d) The initial conversion price for the Axis Debentures shall be INR 56,585 (Rupees Fifty Six Thousand Five Hundred and Eighty Five only) and shall be subject to adjustment from time to time as provided herein. In calculating the total number of Equity Shares to be issued to the holder of Axis Debentures upon conversion as aforesaid, adjustments shall be made for corporate actions taken by the Company subsequent to the Series C Closing Date, such as shares split, share consolidation, bonus issuance and rights issuance.
- (e) Subject to Clause 10.3, the number of Equity Shares issuable pursuant to the conversion of any Axis Debentures shall be that number obtained by dividing the total amount actually paid by the Axis Bank to acquire the Axis Debentures by the applicable Axis Debenture Conversion Price (as defined above and subject to adjustment set forth herein) at the time in effect for the Axis Debentures. No fractional shares shall be issued upon conversion of the Axis Debentures, and the number of Equity Shares to be issued shall be rounded to the nearest whole share.
- (f) In the event that a DRHP is filed with the competent authority in connection with an IPO which, prior to such filing or at any such stipulated time, under applicable Law, has necessitated the alteration of the class of any of Axis Bank's Equity Securities and/or the rights attached thereto and/or the rights available to the Axis Bank under the Transaction Documents (such alterations being, collectively, the "**Axis Conforming of Rights**") and on or before the Listing Date, such offering is not completed such that the entire share capital of the Company is not admitted to trading on a stock exchange by the expiry of the Listing Date, then at the election of Axis Bank, the Company and the Promoters shall undertake all necessary actions as may be required by Axis Bank to ensure that Axis Bank is placed in the same position, and possesses the same preferential and other rights, it had the benefit of, immediately prior to the Axis Conforming of Rights.

### 10.2 Conversion Procedure

- (a) If the holder of the Axis Debentures elects to convert all the Axis Debentures into Equity Shares, the holder shall surrender all the Axis Debenture certificates

therefore at the registered office of the Company, and shall, at the time of such surrender, give written notice to the Company that such holder has elected to convert all the Axis Debentures. Within 10 (Ten) Business Days after receipt of such notice and the accompanying Axis Debenture certificates, the Company shall issue and deliver to the holder of the converted Axis Debentures, a share certificate or certificates for the aggregate number of Equity Shares issuable upon such conversion. Where such aggregate number of Equity Shares includes any fractional share, such fractional share shall be disregarded. Subject to the requirements of applicable Law, such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the Axis Debentures, and the person entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the record holder of such Equity Shares on such date.

### 10.3 Anti-Dilution Adjustments

- (a) Upon each issuance by the Company of any Equity Securities (other than pursuant to the EBP (up to the limits specified in Clause 3.21) or IPO) at a price per Equity Share less than the Axis Debenture Conversion Price then in effect (a “**Axis Dilutive Issuance**”), the Axis Debenture Conversion Price will be adjusted downward on a broad based weighted average basis, per the formula set out below:
  - I. The adjusted Axis Debenture Conversion Price (“**Axis NCP**”) in each such instance will be calculated as follows:
    - i.  $\text{Axis NCP} = [\text{OCP} \times (\text{SO} + \text{SP})] / (\text{SO} + \text{SAP})$ , where:
    - ii. OCP = prevailing Axis Debenture Conversion Price (before ament);
    - 3) iii. SO = the aggregate of all the Equity Shares outstanding immediately prior to the dilutive issuance reckoned on a Fully Diluted Basis;
    - iv. SP = The total consideration received by the Company from the subscriber of the dilutive issuance divided by OCP; and
    - v. SAP = Number of Equity Securities (on a Fully Diluted Basis) actually issued in the dilutive issuance.
  - II. To the extent that the holders of the Axis Debentures hold Equity Shares at the time of the above mentioned Axis Dilutive Issuance, this anti-dilution mechanism shall be accomplished as far as is possible under law by an adjustment to the Axis Debenture Conversion Price, and thereafter by issuing such number of Equity Shares to the holder of the Axis Debentures at the lowest price possible under Law, so as to give full effect to the broad based weighted average anti-dilution rights per the formula set above.
  - 4) III. If all of the Axis Debentures have been converted to Equity Shares, this anti-dilution mechanism shall be accomplished by issuing such number of Equity Shares to the relevant bearers of the Axis Debentures at the lowest price possible under Law, so as to give full effect to the broad based weighted average anti-dilution rights per the formula set out above.
- (b) In the event that the Company undertakes any form of Capital Restructuring, the number of Equity Shares that each Axis Debenture converts into and the Axis

Debenture Conversion Price for each such Axis Debenture shall be adjusted accordingly in a manner that the holders of the Axis Debentures receive such number of Equity Shares that the holders of the Axis Debentures would have been entitled to receive immediately after occurrence of any such Capital Restructuring had the conversion of the Axis Debentures occurred immediately prior to the occurrence of such Capital Restructuring.

- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions in this Agreement relating to conversion and payment of interest in relation to the Axis Debentures shall be subject to applicable Law. In the event that any provision in this Agreement contravenes any applicable Law, the Parties agree to amend the relevant provision so as to confer upon the holders of the Axis Debentures the benefits originally intended under the relevant provision to the fullest extent permitted under applicable Laws.

## **11. VOTING RIGHTS**

The Axis Debentures shall not carry any voting rights.

## **12. GENERAL**

### **12.1 Certificate of Adjustment:**

In each case of an anti-dilution adjustment, the Company shall cause any of its Directors to compute such adjustment or readjustment and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to the holder of the Axis Debentures at its respective address as shown in the Company's statutory registers.

### **12.2 No Impairment:**

The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Axis Debentures against impairment.