

SHARE SUBSCRIPTION CUM SHAREHOLDERS' AGREEMENT

This Share Subscription Cum Shareholders Agreement ("Agreement") is made on this 22nd day of October 2021 ("Execution Date")

BY AND AMONGST:

1. **MR. RAMESH KUNHIKANNAN**, aged 57 years, residing at # 128/11, "Rukmani", Emerald Enclave, Belavadi PO, Mysore - 570 018 (hereinafter referred to as the "**Promoter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors and permitted assigns);
2. **MRS. SAVITHA RAMESH**, aged 49 years, residing at # 128/11, "Rukmani", Emerald Enclave, Belavadi PO, Mysore - 570 018 (hereinafter referred to as the "**Other Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns);
3. **KAYNES TECHNOLOGY INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, validly existing under the Companies Act, 2013 with CIN: **U29128KA2008PTC045825** and having registered office at 23-25, Belagola, Food Industrial Estate Metagalli P O, Mysore - 570016, Karnataka, India (hereinafter referred to as "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **MRS. FRENY FIROZE IRANI**, aged 59 years, residing at The Wave, Villa No. 991, Plot No. 336, Way No. 416, Azaiba, Muscat, Postal Code 112, Sultanate of Oman (hereinafter referred to as the "**Existing Investor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns).

AND

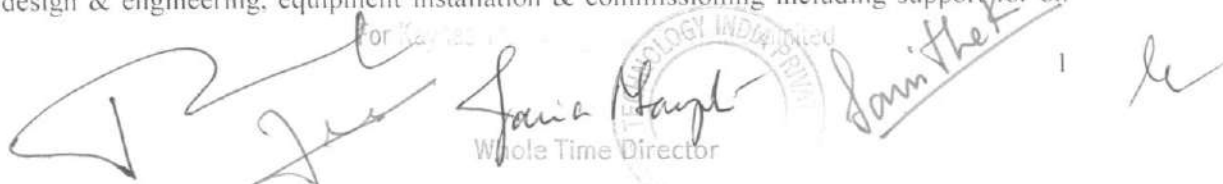
5. **MR. GANESH CHERAPURAM BALASUBRAMANIAN**, aged 55 years, residing at Sannidhanam, Tharekkad, Palakkad, Kerala - 678 001 (hereinafter referred to as the "**New Investor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors and permitted assigns)

The Existing Investor and the New Investor shall be collectively referred to as "**Investors**" and individually as "**Investor**"

The Investors, the Company the Promoter and the Other Shareholder are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

- A. The Company is *inter alia* involved in the business of electronic system and design manufacturing services as well as undertakes conceptual design, manufacture and testing of high reliability of printed circuited boards, box build, products and systems integration services, military wire / cable harness. The Company also offers services such as systems design & engineering, equipment installation & commissioning including support for on


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board systems, overhauling and maintenance of electronic and electrical equipment's, component level electronic card repair and re-engineering/ obsolescence management, plc programming and system commissioning and systems integration activities ("Business").

- B. The Existing Investor, the Company, the Promoter and the Other Shareholder had entered into a share subscription cum shareholders agreement dated 18th June 2020 ("Original SSHA") which was amended vide Addendum and First Amendment to the Share Subscription Agreement Cum Shareholders Agreement dated 11th November 2020 ("Amendment Agreement"). The Original SSHA and the Amendment Agreement shall be hereinafter shall be collectively referred to as "Existing SSHA".
- C. The Company is desirous of raising funds for its growth and business expansion purposes and has been in discussions with the Investors, and the Investors have, agreed to subscribe to the CCPS Series B (*defined hereinafter*).
- D. The Parties are entering into this Agreement in order to set out the rights and obligations of the Parties in relation to the subscription to the CCPS Series B by the Investors and the rights of the Parties as Shareholders (*defined hereinafter*), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions.** In this Agreement, unless the context otherwise requires, the following expressions shall have the meaning as set out in this Clause:

1.1.1. "Act" means the Companies Act, 2013 and the rules thereunder, as applicable;

1.1.2. "Affiliate" in the case of (i) any subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, Controls, is Controlled by or is under common Control with the subject Person, and (ii) in the case of any subject Person that is a natural Person, any other Person who is the father, mother, son, daughter or spouse of such subject Person; or any Person that is Controlled by such natural Person or its Affiliates.;

1.1.3. "Applicable Law" means with respect to each Party, such applicable national, provincial, local or other law, regulations, rules, administrative orders, ordinance, notification, direction, directive, guideline, constitution, decree, principles of common law, binding governmental policies, statute, bye-law, treaty, judgment or pronouncements having the effect of law by state, municipality, court, tribunal, agency, government, ministry, department, commission, board, bureau, or instrumentality thereof, or of any other Governmental Authority as currently interpreted and administered, applicable to such Party;

1.1.4. "Articles" mean the Articles of Association of the Company;

1.1.5. "Board" means the duly constituted board of directors of the Company re-constituted from time to time including committees thereof;

1.1.6. "Business Day" means a day other than Saturday and Sunday on which banks are

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open for normal banking business in Oman and Mysore, India;

- 1.1.7. “**CCPS Series B**” means compulsorily convertible cumulative participating preference shares having a face value of INR 10/- (Indian Rupees Ten only) per share and premium of INR 590/- (Indian Rupees Five Hundred and Ninety only) per share, and having such terms as are contained in **Schedule 2**;
- 1.1.8. “**Closing**” means subscription of the CCPS Series B by the Investors in accordance with the terms and conditions of this Agreement;
- 1.1.9. “**Controlling**”, **Controlled by**” or “**Control**”, with respect to any Person, means (i) the ownership of more than 50% (*fifty percent*) of the equity shares or other voting securities of such Person; or (ii) possession of the power to direct the management and policies of such Person; or (iii) the power to nominate for appointment the majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner;
- 1.1.10. “**Deed of Adherence**” means the deed of adherence incorporating the applicable principles set out in **Schedule 3**;
- 1.1.11. “**Encumbrance**” means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iii) any adverse claim as to title, possession or use;
- 1.1.12. “**Existing Investor Subscription Amount**” means INR 15,00,00,000/- (Indian Rupees Fifteen Crores Only);
- 1.1.13. “**Existing Investor Securities**” means the 2,50,000 CCPS Series B to be issued to the Existing Investor, subject to the terms and conditions contained in this Agreement;
- 1.1.14. “**Equity Securities**” means, membership interests, registered capital or other ownership interests in the Company or any options, warrants, CCPS, CCPS Series A, CCPS Series B, convertible debentures or any other quasi equity instruments or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for Equity Shares (whether or not such securities are then currently convertible, exercisable or exchangeable) or Equity Shares;
- 1.1.15. “**Equity Shares**” means equity shares of the Company having a face value of INR 10 (*Indian Rupees Ten*) each;
- 1.1.16. “**Exit Event**” means any of the occurrence of any of the following events:
- (i) Third party sale of all of the Equity Securities held by the Promoter, leading to the Promoter ceasing to be a Shareholder; or
 - (ii) Capital Expansion of the Company wherein atleast a portion of the proposed capital increase in the Company is to be utilized towards

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providing an exit to the Promoter; or

- (iii) An initial public offer ("IPO"), whether by way of fresh issue of Equity Shares or an offer for sale, on a recognised stock exchange; or
- (iv) Such other modes that provides an exit to the Promoter.

- 1.1.17. "**Fully Diluted Basis**" means with respect to any calculation of the number of shares of the Company, assuming all Equity Securities (whether or not by their term then currently convertible, exercisable or exchangeable) outstanding on the date of calculation have been exercised or exchanged for or converted into Equity Shares;
- 1.1.18. "**Governmental Authority**" means any governmental or statutory authority, government department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions having jurisdiction or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction over any Party hereto, and includes any authority which has, jurisdiction in relation to the Business or any activities of the Company;
- 1.1.19. "**Investor Securities**" with respect to each Investor means the securities held by such Investor from time to time in the Company.
- 1.1.20. "**New Investor Securities**" means the 10 (ten) Equity Shares and 83,323 CCPS Series B to be issued to the New Investor, subject to the terms and conditions contained in this Agreement;
- 1.1.21. "**New Investor Subscription Amount**" means INR 5,00,00,000/- (Indian Rupees Five Crores Only);
- 1.1.22. "**Person**" means any individual or other entity, whether a corporation, firm, company, Hindu undivided family, joint venture, trust, union, association, organization, partnership (whether limited or unlimited) or proprietorship, including any Governmental Authority or any other entity that may be treated as a Person under the Applicable Law (whether or not having separate legal personality);
- 1.1.23. "**Rs.**" or "**Rupees**" or "**INR**" shall mean Indian Rupees or the lawful currency of India;
- 1.1.24. "**Shareholders**" means any Person to whom Equity Securities are transferred or issued from time to time, in accordance with this Agreement and the Articles;
- 1.1.25. "**Tax**" means all taxes, charges, fees, levies, or penalties imposed by any Indian Central, State or local or foreign taxing authority including, but not limited to, income, excise, property, sales, transfer, withholding, or other taxes, including any interest, penalties or additions attributable to Taxes;
- 1.1.26. "**Transaction Documents**" means this Agreement, the Original Agreement and the Amendment Agreement; and
- 1.1.27. "**Transfer**" means (in either the noun or the verb form including, with respect to the verb form, all conjugations thereof within their co-relative meanings), assignment, transfer, Encumbrance, exchange or other disposition (whether for or

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without consideration, whether directly or indirectly, and whether voluntary or by operation of Applicable Law).

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.3. Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same.
- 1.2.4. Any reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 1.2.5. 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" have the correlative meanings.
- 1.2.6. Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1.2.7. Any reference to a Recital, Clause, sub-clause, paragraph, sub-paragraph, Schedule is a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule of this Agreement.
- 1.2.8. The words "include" and "including" are to be construed without limitation.
- 1.2.9. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

2. SUBSCRIPTION OF INVESTOR SECURITIES

- 2.1. The Investors hereby agrees and undertakes to subscribe to the CCPS Series B in the manner as provided below, and the Company hereby agrees and undertakes to issue and allot to the Investors, the CCPS Series B free of all Encumbrances on the terms and conditions set out herein.

- 2.1.1. On the Execution Date, the Existing Investor shall remit the Existing Investor Subscription Amount and the New Investor shall remit the New Investor Subscription Amount to the designated bank account of the Company for the subscription of the Existing Investor Securities and the New Investor Securities respectively. Upon receipt of the Existing Investor Subscription Amount and the New Investor Subscription Amount, the Company shall issue and allot the Existing Investor Securities and the New Investor Securities respectively to the respective Investor. The shareholding pattern of the Company as on Execution

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Date is set out in **Schedule 1**.

- 2.2. The subscription to the Existing Investor Securities and the New Investor Securities shall be per the (a) the foreign direct investment policy, (b) Foreign Exchange and Management Act 1999 and (c) the relevant direction and notifications issued by the Reserve Bank of India.

3. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants, with respect to himself/herself/itself, to the other Parties (to the extent applicable) as of the Execution Date as follows:

- 3.1. He/she/it has the power, capacity and authority to enter, execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, regulatory or otherwise, as applicable) and has obtained all such approvals required to be obtained by him/her/it to execute, deliver, perform its obligations and the transactions contemplated hereunder;
- 3.2. With respect to a Party being an incorporated entity, it is duly organised, validly existing and in good standing under the laws of its incorporation, and its constitutional documents include provisions which give it the power, and where any corporate authority is required, such corporate authority has been obtained to sign and deliver this Agreement and exercise its rights and perform its obligations under this Agreement;
- 3.3. The execution and delivery of this Agreement and the performance of the obligations hereunder and the consummation of the transactions contemplated hereby are good, valid, legal and binding obligations of such Party enforceable under Applicable Laws, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, moratorium or other similar Applicable Laws now or hereafter in effect relating to creditors' rights generally and by general equitable principles;
- 3.4. None of, (a) the execution, delivery and performance of this Agreement; (b) the consummation of the transactions contemplated by this Agreement; or (c) the compliance with the provisions of this Agreement, will, (i) conflict with or breach any Applicable Laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any of the terms, covenants, conditions or provisions of its respective constitutional documents or any contract, agreement or other instrument, commitment or obligation to which such Party is a party, so as to render this Agreement void or unenforceable.

4. RIGHTS OF THE INVESTORS

- 4.1. **Information Rights** Subject to Clause 10 (*Announcements and Confidentiality*), upon the prior written request of each Investor, the Company agrees to provide, and the Promoter shall ensure that the Company provides to such Investor, in its capacity as a Shareholder, the following information:
- 4.1.1. monthly MIS, in a format mutually agreed between the Investors and Promoter, within 15(fifteen) days of the close of the preceding calendar month;
- 4.1.2. quarterly (un-audited) financial statements within 30 (thirty) days from the end of the preceding quarter;
- 4.1.3. annual (audited) financial statements within 4 (four) calendar months following the closure of the preceding Financial Year;

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4.2. **Investor Director and Investor Observer:** On and from the Effective date,

4.2.1. so long as the Existing Investor holds a minimum of 5% (Five Percent) of the shareholding of the Company on a Fully Diluted Basis, the Existing Investor shall have the right to appoint director on the Board proportional to the shareholding of the Existing Investor subject to a minimum of 1 (one) director ("**Investor Director**") upon serving a notice to the Company to such effect. It is agreed that the right to nominate the Investor Director is non-transferable and the Existing Investor alone can exercise this right; and

4.2.2. so long as the Existing Investor holds a minimum of 2.5% (Two Point Five Percent) of the shareholding of the Company on a Fully Diluted Basis and until the shareholding of Existing Investor is less than 5% (Five Percent) of the shareholding of the Company on a Fully Diluted Basis, the Existing Investor shall have the right to appoint 1 (one) non-voting representative on the Board ("**Investor Observer**") who will be non-member on the Board of the Company, at its sole discretion, upon serving a notice to the Company to such effect. It is agreed that the right to nominate the Investor Observer is non-transferable and the Existing Investor alone can exercise this right. The Investor Observer shall, to the extent appointed, simultaneously receive copies of all notices (including meeting notices), communications, consents and other materials and information circulated to the Board (or committees thereof) upon request by such Investor Observer."

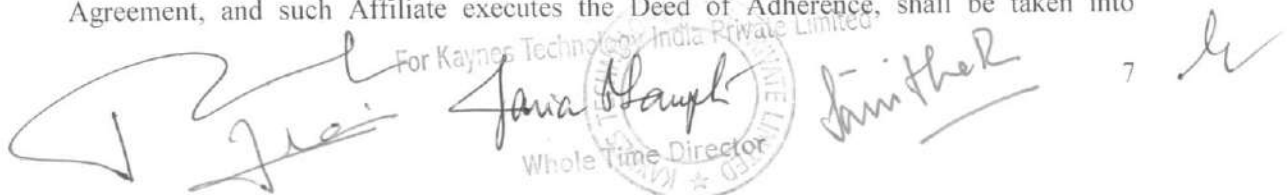
4.3. **Anti Dilution Protection:** Without prejudice to the rights of the Investors contained in this Agreement, in the event that the Company proposes to issue any dilution instruments at a price lower than the price paid per respective Investor Securities by the Investors at the time of their subscription (or conversion, as applicable) then the Investors shall be entitled to, at their option, adjust the conversion price of the Securities or receive additional Securities from the Company to the extent of the difference between the number of Investor Securities that would have been issued to the Investors at the lower price and the number of Investor Securities originally allotted to the Investors free of any kind of consideration in order to maintain its shareholding in the Company, in any combination of Investor Securities within the discretion of the Investors as may permitted by Applicable Law.

5. **TRANSFER OF EQUITY SECURITIES**

5.1. Subject to Clause 6.1 below, the Investors shall have the right to Transfer part of all of their shareholding to any Person, provided however that such Transfer shall be effected after intimating the Promoter in writing. Notwithstanding the preceding sentence of this Clause 5.1, the Investors undertakes that, they shall not, directly or indirectly, Transfer, sell or Encumber any of their shareholding to any competitor of the Company without the prior written consent of the Promoter.

5.2. In the event that any Investor wishes to Transfer whole or part of their shareholding to any third party ("**Prospective Acquirer**"), then such Investor shall first offer such Equity Securities to the Promoter and the Promoter shall have the right but not the obligation to acquire such Shares, in whole or in part on the identical terms and conditions as offered by such Investor to the Prospective Acquirer.

5.3. Notwithstanding anything contained under this Agreement, for determination of rights available to an Affiliate of an Investor under this Agreement, shareholding of any Affiliate to whom such Investor Transfers its Equity Securities in accordance with the terms of this Agreement, and such Affiliate executes the Deed of Adherence, shall be taken into


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consideration and the Investor along with such Affiliate shall be deemed as a Shareholder Block ("**Shareholder Block**"). Within the Shareholder Block, the Investor may decide how the Investor and the Affiliate transferee exercise their rights, as long as the overall rights available under this Agreement are not exceeded.

- 5.4. The Promoter shall have the right to freely transfer his Equity Securities to any Person, including the Other Shareholder and/or any of his Affiliates.

Provided that in the event of a Transfer of Equity Securities by the Promoter to the Other Shareholder and/or any of his Affiliates, then the Promoter, the Other Shareholder and such Affiliate(s), as applicable, shall thereafter be jointly and severally liable to comply with the provisions of Clause 6 and Clause 7 of this Agreement and the provisions of Clause 6 and Clause 7 shall be read accordingly.

Provided further that, notwithstanding anything to the contrary contained anywhere in this Agreement, the provisions of Clause 6 and Clause 7 shall not be applicable to the Investors in respect of any Transfer of Equity Securities by the Promoter to the Other Shareholder and/or his Affiliate(s).

6. TAG ALONG RIGHT

- 6.1. In the event that the Promoter desires to Transfer, in any manner whether directly or indirectly, any of the Equity Securities held by him ("**Offer Securities**") to any Person (other than the Other Shareholder and/or any of his Affiliate(s)) ("**Prospective Acquirer**"), then the Investors shall have the right ("**Tag-Along Right**") (but not the obligation) to require the Promoter to procure the Transfer of such number of Equity Securities held by the Investors ("**Tag Securities**") to the Prospective Acquirer calculated on a proportionate basis, based on the then existing inter-se shareholding between the Investors and the Promoter and its Affiliates and upon the same terms and conditions.

Provided however that in the event that the Promoter is desirous of Transferring more than 25% of collective shareholding of the Promoter, the Other Shareholder and his Affiliate(s) on a fully diluted basis, then the Investors shall have a full Tag Along Right, i.e right to require the Promoter to procure the Transfer all of the Equity Securities held by the Investors to the Prospective Acquirer simultaneously and upon the same terms and conditions as the transfer by the Promoter, the Other Shareholder and its Affiliate(s).

7. INVESTOR'S RIGHT TO EXIT

- 7.1. Subject to the provisions of this Agreement, the Company and the Promoter hereby agree and covenant to provide an exit to the Investors after 5 (five) years from the Execution Date ("**Exit Date**") and upon which the Investors shall have the right but not an obligation to exercise the exit right.

Provided further that, in the event of any exit of the Promoter from the Company during the occurrence of any Exit Event, the Promoter and the Company undertake to provide an exit to the Investors before the exit of the Promoter.

For the avoidance of doubt it is clarified that upon the occurrence Exit Event, neither the Promoter and/or the Other Shareholder shall be provided with an exit prior to the exit being provided to the Investors.

8. TERM AND TERMINATION

- 8.1. This Agreement may be terminated in the following manner:

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Santhosh

8.1.1. by mutual agreement in writing of the Parties; or

8.1.2. with respect to an Investor, upon such Investor ceasing to hold the respective Investor Securities in the Company.

8.2. **Termination on IPO:** Subject to Applicable Laws, this Agreement and all the rights and obligations of the Parties under this Agreement shall terminate upon consummation of the IPO per Applicable Law. Provided however that, in the event that the IPO is called off or the Company otherwise is not listed, then within a period of 45 (Forty Five) days from such non-listing, the Company, the Promoter and the other Shareholder shall execute fresh agreements with the Investors on the same terms as the agreements which have been terminated.

8.3. If this Agreement is terminated in accordance with Clause 8.1 above, this Agreement shall become void and of no further force and effect and none of the Parties shall have any right or obligation or liability to the other Parties under this Agreement, provided however that, the provisions of this Clause 8.2 and Clauses 1 (*Definitions and Interpretation*), 9 (*Governing Law and Dispute Resolution*), 10 (*Announcements and Confidentiality*), 11 (*Notices*), 12 (*Miscellaneous Provisions*) shall survive the termination of this Agreement without limit in time.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. This Agreement shall be governed in accordance with the laws of India and subject to Clauses 9.2 to 9.6, the courts of Bengaluru alone will have the jurisdiction to entertain and try matters arising under this Agreement without regard to the principles of conflict of laws and forum inconvenience.

9.2. Save as otherwise provided in the Agreement, in the event of any dispute or difference between the Parties arising out of or relating to this Agreement ("**Dispute**"), any Party may serve a written notice of the Dispute on the other Party ("**Dispute Notice**") and the Parties shall then hold a meeting ("**Dispute Resolution Meeting**") for resolving all Disputes within 10 (*ten*) Business Days of the date of the Dispute Notice being served. Each Party shall use all reasonable endeavours to attend the Dispute Resolution Meeting through a representative with full settlement authority.

9.3. If the Dispute is not resolved within 30 (*thirty*) Business Days of the Dispute Resolution Meeting, then the Dispute shall finally be resolved by in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat and venue for such arbitration proceedings shall be at Bangalore and the proceedings shall be conducted in English.

9.4. The arbitration shall be referred to a sole arbitrator who shall be mutually appointed by the disputing Parties within 15 (fifteen) Business Days of initiation of arbitration, failing which the arbitrator shall be appointed per the Arbitration and Conciliation Act, 1996.

9.5. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the arbitrator(s), shall be borne by the losing Party. The arbitrator would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

9.6. The Parties agree and acknowledge that any award made by the arbitrators shall be final and binding on the Parties.



For Kaynes Technology India Private Limited
Sonia Naypal
Whole Time Director



10. ANNOUNCEMENTS AND CONFIDENTIALITY

- 10.1. Subject to the provisions of this Clause 10, no announcement, circular or communication (each an "**Announcement**") concerning the existence or content of this Agreement shall be made by any Party and/or its Affiliates without the prior written approval of the other Parties (such approval not to be unreasonably withheld or delayed).
- 10.2. Subject to Clause 10, the Parties agree and undertake that they and their Affiliates, directors, officers, employees and professional advisors shall not reveal to any third Person other than the foregoing parties, on a need to know basis, any confidential information without the prior written consent of the other Parties. A Party may disclose confidential information, if and to the extent:
- 10.2.1. required by Applicable Law or by any Governmental Authority, provided however that any such disclosure shall, so far as is practicable, be made after consultation with the other Parties and after taking into account such Parties' reasonable requirements regarding the content, timing and manner of dispatch of the disclosure in question;
 - 10.2.2. disclosure is made to any of the Parties' professional advisers, Affiliates, directors, officers, employees, auditors and bankers on a 'need to know basis', provided that, such Persons have been informed about, and have agreed to comply with, the confidentiality requirement of this Clause 10;
 - 10.2.3. disclosure is made to a bona fide purchaser of the shares of the Company or a potential investor in the Company, provided that, such bona fide purchaser had been informed about and have agreed to comply with the confidentiality requirement of this Clause 10;
 - 10.2.4. the information has come into the public domain through no fault of the Party disclosing such information;
 - 10.2.5. was independently developed by the Party or was already in the lawful possession of that Party; or
 - 10.2.6. where other Parties have given prior written approval to the disclosure and such disclosure is made only for the purpose for which the approval has been provided.

11. NOTICES

- 11.1. All notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing (which term includes electronic mail or email) in the English language and shall be deemed to be received upon the earlier of: (i) delivery, if by hand; or (ii) upon receipt, if sent by mail (followed by a registered mail, return receipt requested, postage prepaid) or by an internationally recognised courier service or (iii) addressed to the intended recipient at his/her email address, to the following persons at the following addresses or email addresses, or to such other persons at such other addresses or email addresses as any Party may request by notice in writing to the other Party to this Agreement:

To the Company:

Name: Kaynes Technology India Private Limited

For Kaynes Technology India Private Limited
Sania Khurshid
Whole Time Director
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Address: 23-25, Belagola, Food Industrial Estate Metagalli P O, Mysore –
570016, Karnataka, India
Attention: Mr. Jairam Paravastu Smapath-Whole Time Director
Email: jps@kaynestechology.net

To the Existing Investor:

Name: Mrs. Freny Firoze Irani
Address: The Wave, Villa No. 991, Plot No. 336, Way No. 416, Azaiba,
Muscat, Postal Code 112, Sultanate of Oman
Email: saeed.irani@hotmail.com

To the New Investor

Name: Mr. Ganesh Cherapuram Balasubramanian
Address: Acting CEO, Oman Arab Bank, Head office, P.O. Box 2240, PC
130, Azaiba, Muscat, Oman
Email: cbganesh2000@yahoo.co.in

To the Promoter and the Other Shareholder:

Name: Ramesh Kunhikannan
Address: # 128/11, "Rukmani", Emerald Enclave, Belavadi PO, Mysore -
570 018
Email: ramesh_kannan@kaynestechology.net

12. MISCELLANEOUS PROVISIONS

- 12.1. **No Partnership or Joint Venture:** The Parties expressly do not intend hereby to form a partnership, either general or limited, and/or joint venture, under any jurisdiction's law. The Parties do not intend to be partners to one another, or partners as to any third party, or create any fiduciary relationship among themselves, solely by virtue of their status as Shareholders of the Company. To the extent that any Party, by word or action, represents to another Person that any other Party is a partner or that the Company is a partnership, the Party making such representation shall be liable to any other Parties that incur any losses, Claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including to any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation.
- 12.2. **No Agency:** No Party, acting solely in its capacity as a Shareholder of the Company, shall act as an agent of the other Parties or have any authority to act for or to bind the other Parties.
- 12.3. **Amendment:** This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- 12.4. **Waiver and Consents:** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under the Transaction Documents shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

For Kaynes Technology India Private Limited

Jairam Paravastu
Whole Time Director



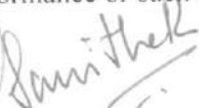
Handwritten signature of a representative of Kaynes Technology India Private Limited.

- 12.5. **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered. If any (part and not the whole) of any provision is unenforceable, the remainder of such provision shall not be affected and shall continue to apply.
- 12.6. **Assignment:** No Party shall be entitled to assign its rights and obligations under this Agreement in any manner without the prior written consent of the other Parties. Notwithstanding the foregoing, it is expressly agreed between the Parties that subject to Applicable Laws, the Investors shall be entitled to assign this Agreement in favour of one or more Affiliates.
- 12.7. **Entire Agreement:** The Transaction Documents constitutes the whole agreement between the respective Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter. Further, the Parties agree and acknowledge that Clause 4 (*Rights of the Investor*), Clause 5 (*Transfer of Equity Securities*), Clause 6 (*Tag Along Rights*) and Clause 7 (*Investor's Right to Exit*) of the Original Agreement and Clause 4.1, Clause 4.2, Clause 4.3, Clause 4.4, Clause 4.5 and Clause 5 of the Amendment Agreement shall stand terminated with effect from the Execution Date without prejudice to any rights accrued prior to the termination of the Existing SSHA. Save and except otherwise mentioned in the clauses stated in the said paragraph, all other clauses of the Existing SSHA will continue in full force and effect. In the event of any conflict amongst the Transaction Documents, the provisions of this Agreement shall govern and supersede all other documents.
- 12.8. **Further Action:** Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by law or as may be necessary, required or advisable, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement and to complete the transactions contemplated thereunder.
- 12.9. **Consent to Specific Performance:** The Parties declare that it is impossible to measure in money the damages that would be suffered by a Party by reason of the failure by any other Party to perform any of the obligations hereunder and therefore, any Party shall have the right to institute any action or proceeding to seek specific performance or enforcement of the provisions hereof.
- 12.10. **Independent Rights:** Other than as specifically set out in this Agreement, (i) each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise; (ii) each Party to this Agreement is an independent Party and shall not be liable for any default of any other Party, nor shall default by one Party be deemed to be a cross default of another Party.
- 12.11. **Injunctive Relief:** The Parties agree that each of the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other




Janitha Aluph
Whole Time Director







equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the non-performing or defaulting 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.

- 12.12. **Non-Exclusive Remedies:** The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfil any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.
- 12.13. **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.
- 12.14. **Costs:** The Company, the Promoter, the Other Shareholder and each Investor shall bear their respective fees, costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated herein, including all fees and expenses of agents, representatives, counsel and accountants. Any stamp duty payable in respect of this Agreement shall be borne by the Company.

Signature Pages follow



For Kaynes Technology India Private Limited


Whole Time Director







IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

Signed and delivered by **RAMESH KUNHIKANNAN**



Date: 22/10/2021

This Signature Page forms an integral part of the Share Subscription cum Shareholders Agreement dated 22nd October 2021 by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian.



IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

Signed and delivered by **SAVITHA RAMESH**



Date 22/10/2021

This Signature Page forms an integral part of the Share Subscription cum Shareholders Agreement dated 22nd October 2021 by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

Signed and delivered by **FRENY FIROZE IRANI**



Date:

This Signature Page forms an integral part of the Share Subscription cum Shareholders Agreement dated 22nd October 2021 by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

Signed and delivered for and on behalf of **KAYNES TECHNOLOGY INDIA PRIVATE LIMITED**

For Kaynes Technology India Private Limited


Whole Time Director



By:


Title:

Date:

22/10/2021

This Signature Page forms an integral part of the Share Subscription cum Shareholders Agreement dated 22nd October 2021 by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

Signed and delivered by GANESH CHERAPURAM BALASUBRAMANIAN	
	
Date:	22/10/2021

This Signature Page forms an integral part of the Share Subscription cum Shareholders Agreement dated 22nd October 2021 by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian.

SCHEDULE 1: SHAREHOLDING PATTERN

FULLY DILUTED SHAREHOLDING OF THE COMPANY PRE-INVESTMENT BY INVESTORS

S. No.	NAME	NO. OF EQUITY SHARES	PERCENTAGE OF SHAREHOLDING	NO. OF CCPS
1.	Ramesh Kannan	67,96,670	99.95%	--
2.	Savitha Ramesh	3,300	0.048%	--
3.	Others	22	0.00032%	--
4.	Freny Firoze Irani	10	0.0001%	10,79,990
TOTAL		68,00,002	100%	10,79,990

FULLY DILUTED SHAREHOLDING OF THE COMPANY ON EXECUTION DATE POST INVESTMENT BY INVESTORS

S. No.	NAME	NO. OF EQUITY SHARES	PERCENTAGE OF SHAREHOLDING	NO. OF CCPS
1.	Ramesh Kannan	67,96,670	99.95%	--
2.	Savitha Ramesh	3,300	0.048%	--
3.	Others	22	0.00032%	--
4.	Freny Firoze Irani	10	0.0001%	13,29,990
5.	Ganesh Cherapuram Balasubramanian	10	0.0001%	83,323
TOTAL		68,00,012	100%	14,13,313

[Handwritten signature]

For Kaynes Technology India Private Limited

[Handwritten signature]
Whole Time Director



[Handwritten signature]

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SCHEDULE 2: TERMS AND CONDITIONS OF CCPS SERIES B

1. Non-Redemption

The CCPS Series B shall be compulsorily converted into Equity Shares and shall not be redeemable in any other manner.

2. Priority in certain case

- (a) The CCPS Series B shall confer on the holder, the right to receive, in priority to the holders of Equity Shares in the Share Capital, a dividend (if declared by the Company) equal to 0.01% (zero point zero one per cent) per financial year. Subject to Applicable Law, on a distribution of capital on a winding up, the assets of the Company available for distribution to its members shall be applied in the manner set forth in the relevant law and the CCPS Series B shall rank senior to any other nature of Equity Security issued by the Company and shall rank *pari passu* to the CCPS and CCPS Series A.
- (b) The holder of the CCPS Series B be participating in surplus funds.
- (c) In case of winding up of Company before the conversion of the CCPS Series B into Equity Shares, the holder of the CCPS Series B shall be eligible to participate in the surplus assets and profit, if any, remaining after paying all the creditors (including debts) but before making any payment to holders of the Equity Shares, in proportion to their holding of CCPS Series B.
- (d) The payment of dividend to the CCPS Series B shall be on a cumulative basis


3. CCPS Series B Conversion


- (a) The CCPS Series B shall compulsorily convert into Equity Shares of the Company, at the Conversion Valuation set out in Clause 3, upon the occurrence of any of the following events:
 - (i) At the latest time permitted under Applicable Laws, when considering the listing of the Equity Shares of the Company pursuant to an IPO;
 - (ii) Expiry of 120 months from the Execution Date ("**Investment Period**"); or
 - (iii) Any time prior to the expiry of the Investment Period at the option of the holder of the CCPS Series B Investor.
- (b) In the event upon CCPS Series B Conversion, the Equity Shares proposed to be issued to the holders of CCPS Series B Investor are fractional in number, then the number of Equity Shares shall be rounded off to the next whole number.
- (c) The Equity Shares so issued and allotted to the holders of CCPS Series B Investor shall carry, from the date of CCPS Series B Conversion, all rights *pari passu* with the Equity Shares of the Company existing as of date.


4. Investor CCPS Conversion Mechanism

Subject to the guidelines under the Foreign Exchange and Management Act and rules and regulations, the Parties agree that the CCPS Series B shall be convertible into Equity Shares ("**Conversion Securities**") at a pre-money equity valuation of the Company ("**Conversion Valuation**") determined in the following manner:

For Kaynes Technology India Private Limited


Javia Nayak
Director


KAYNES TECHNOLOGY INDIA PRIVATE LIMITED
20



- (a) In the event the Company undertakes an IPO within a period of 12 (twelve) months from the Closing, the conversion shall take effect at a pre-money valuation discounted at 35% (Thirty five percent) to the pre- money IPO valuation of the Company; or
- (b) In the event there is no IPO undertaken within a period of 12 (twelve) months from the Closing, the conversion shall take effect at a pre-money valuation of INR 500,00,00,000 (Indian Rupees Five hundred Crores only).

5. Voting

The CCPS Series B shall carry such voting rights as are exercisable by persons holding Equity Shares in the Company and shall be treated *pari passu* with the Equity Shares on all voting matters.

The provisions of the Original SSHA as more fully described under SCHEDULE 2 (*Terms and Conditions of Investor CCPS*) and the provisions of the Addendum & Amendment Agreement as more fully described under SCHEDULE 2 (*Terms and Conditions of CCPS Series B*) shall, subject to the terms contained herein, continue in full force and effect.



For Kaynes Technology India Private Limited


Whole Time Director




**SCHEDULE 3
FORMAT OF DEED OF ADHERENCE**

THIS DEED OF ADHERENCE is made on *[insert date of execution]* by:

[1] *[insert name and details of Transferee]* (the “**Transferee**”), [a company incorporated in *[state country of incorporation]* with its registered office at *[insert address of registered office]* / of *[insert address]*];

AND

[2] *[insert name of Transferor]* (the “**Transferor**”), a company incorporated in *[state country of incorporation]* with its registered office at *[insert address of registered office]* / of *[insert address]*];

OR

[insert name and details of allottee] (the “**New Shareholder**”), a company incorporated in *[state country of incorporation]* with its registered office at *[insert address of registered office]* / of *[insert address]*, or

in favour of and for the benefit of each and all of the parties to the Share Subscription cum Shareholders’ Agreement dated [●] (the “**Shareholders Agreement**”) made by and between Kaynes Technology India Private Limited, Ramesh Kunhikannan, Savitha Ramesh, Freny Firoze Irani and Ganesh Cherapuram Balasubramanian (together the “**Beneficiaries**”).

BACKGROUND:

- A. The Transferee/ New Shareholder is the transferee/ owner of the Equity Securities more particularly described in the table below (the “**Transferred/ Allotted Securities**”) by virtue of the following instrument(s) of transfer between the Transferor and the Transferee/ allotment of Securities:

NUMBER OF EQUITY SECURITIES	CERTIFICATE NO.	NATURE OF DOCUMENT EVIDENCING TRANSFER/ALLOTMENT

- B. Under the terms of the Shareholders’ Agreement, it is a condition of the transfer/ allotment of the Transferred Securities that the Transferee executes this Deed of Adherence.

NOW THIS DEED WITNESSES as follows:

1. In this Deed of Adherence, capitalised words and expressions have the meanings given in the Shareholders Agreement unless otherwise provided herein.
2. The Transferee/ New Shareholder hereby covenants and agrees with each of the Beneficiaries that as from the date of completion of the transfer of the Transferred/ Allotted Securities he/she/it will observe and discharge all the terms and conditions of the Shareholders’ Agreement which are applicable to him/her/it in all respects.
3. [The Transferor hereby covenants and agrees with each of the Beneficiaries that following completion of the transfer of the Transferred Securities to the Transferee, the Transferor shall be jointly and severally liable with the Transferee for the performance by the

For Kaynes Technology India Private Limited



Savitha R
Whole Time Director

Transferee of its obligations under the Shareholders' Agreement.] [Note: This clause will be modified as applicable, based on the transferee and the rights and obligations applicable to such transferee]

4. Representations and warranties of the Transferee/ New Shareholder. The Transferee/ New Shareholder represents and warrants that:

- 4.1. he/she/ it has full power and authority to enter into this Deed and perform its obligations hereunder;
- 4.2. the execution of this Deed and the performance of the provisions hereof has been duly authorised by all necessary corporate, regulatory and statutory action;
- 4.3. the execution of this Deed or the performance hereof will not violate its memorandum or articles of association or any of its constitutional documents or any deed or agreement to which he/she/it is a party or by which he/she/it is bound; and
- 4.4. there are no legal proceedings, suits, appeals or other actions in Applicable Law by and against the Transferee/ New Shareholder whether judicial or administrative, pending or threatened which will prevent the performance by the Transferee/ New Shareholder, of its obligations under this Deed.

5. **Governing Laws and Dispute Resolution:** All the terms, conditions and provisions of the Shareholders Agreement, including without limitation, in relation to Governing Law shall be deemed to have been incorporated in this Deed as if the same had been reiterated and restated herein.

6. For the purpose of Clause 11.1 of the Shareholders' Agreement, the address and facsimile number of the Transferee/ New Shareholder are:

Address: [●]
 Facsimile: [●]
 Attention: [●]
 Email: [●]

7. This Deed shall be governed by, and construed in accordance with, the laws of India.

EXECUTED ON THE DAY AND YEAR FIRST BEFORE WRITTEN BY THE PARTIES ABOVE NAMED.

<p>KAYNES TECHNOLOGY INDIA PRIVATE LIMITED</p> <p>By _____ Name: Title:</p>	<p>MRS. FRENY FIROZE IRANI</p> <p>By _____</p>
<p>MR. RAMESH KUNHIKANNAN</p> <p>By _____</p>	<p>MRS. SAVITHA RAMESH,</p>





For Kaynes Technology India Private Limited 23
 Whole Time Director

<p>NEW SHAREHOLDER</p> <p>By _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>GANESH BALASUBRAMANIAN</p> <p>CHERAPURAM</p> <p>By _____</p>
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[Handwritten signature]

For Kaynes Technology India Private Limited

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Whole Time Director

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