

Government of Karnataka

e-Stamp

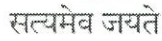
Certificate No.	: IN-KA67529215876948W
Certificate Issued Date	: 25-Mar-2024 06:13 PM
Account Reference	: NONACC (FI)/ kagcsl08/ BANGAL ORF27/ KA-BV
Unique Doc. Reference	: SUBIN-KAKAGCSL0895653157606264W
Purchased by	: SAGILITY INDIA PRIVATE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: SHARE PURCHASE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SAGILITY B V
Second Party	: SAGILITY INDIA PRIVATE LIMITED
Stamp Duty Paid By	: SAGILITY INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

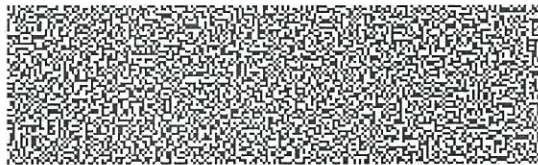
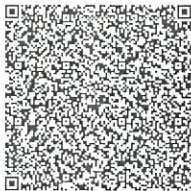
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4. In case of any discrepancy please inform the Competent Authority.



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DATED MARCH 27, 2024

SHARE PURCHASE AGREEMENT

BY AND AMONGST

SAGILITY B.V.

(“Seller”)

AND

SAGILITY INDIA PRIVATE LIMITED

(“Purchaser”)

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (“**Agreement**”) is made at **Bengaluru** on **March 27, 2024** (“**Execution Date**”) by and amongst:

SAGILITY B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and resident under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and having its registered office at Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands, registered with the Dutch trade register under number 78240557 and having PAN no. AAJCB0856F (hereinafter referred to as the “**Seller**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the **FIRST PART**;

AND

SAGILITY INDIA PRIVATE LIMITED, a company incorporated under the laws of India and having its registered office at No23 & 24, AMR Tech Park, Building 2A, First Floor Hongasandara Village, Off Hosur Road, Bengaluru, Karnataka – 560068 having PAN no. AAKCB0226C (hereinafter referred to as the “**Purchaser**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the **SECOND PART**;

The Seller and the Purchaser are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS

- A. The Seller owns 100% of the share capital of the Purchaser and Sagility (US) Holdings Inc. (“**Sagility US**”).
- B. The Seller proposes to consolidate its holdings in its subsidiaries and towards this end proposes to transfer and the Purchaser proposes to acquire the shares of Sagility US. In consideration for such shares of Sagility US, the Purchaser will issue the Purchaser Shares (*as defined below*) to the Seller in terms of this Agreement.
- C. Accordingly, the Parties are desirous of entering into this Agreement to set forth the terms and conditions agreed between them for the transfer of the US Sale Shares (*as defined below*) and issuance of the Purchaser Shares in consideration for such acquisition.

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

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

- 1.1.1 “**Affiliate**” means, with respect to any Person, any other Person, directly or indirectly, Controlling, Controlled by, or under common Control with such Person and any other Person that, either directly or indirectly through one or more intermediate Persons is Controlled by, or is under common Control of such natural Person.

- 1.1.2 “**Applicable Law(s)**” means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;
- 1.1.3 “**Business Day**” means any day other than a Saturday, Sunday or any day on which banks in Bengaluru, India, Amsterdam, the Netherlands are permitted to be closed;
- 1.1.4 “**Control**” means (including its correlative meaning, the term “**Controlled by**”) the control of more than 50% (fifty percent) of the voting rights or the issued share capital of such Person or the right to appoint and remove all or the majority of the members of the board or other governing body of such Person, or the power to direct or cause the direction of the management, or to exercise significant influence on the management or policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise;
- 1.1.5 “**Closing**” has the meaning ascribed to such term in Clause 6.1;
- 1.1.6 “**Closing Date**” means the 1st day after the Execution Date, or such other date as may be mutually determined by the Purchaser and the Seller;
- 1.1.7 “**Conditions Precedent**” means the Purchaser’s Conditions Precedent and the Seller’s Conditions Precedent;
- 1.1.8 “**Dispute Notice**” has the meaning ascribed to such term in Clause 12.1;
- 1.1.9 “**Encumbrance**” means any mortgage, charge (whether fixed or floating), claim, pledge, lien, deposit, assignment by way of security, hypothecation, 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;
- 1.1.10 “**Equity Shares**” means the fully paid up equity shares of the Purchaser having a face value of INR 10 per equity share;
- 1.1.11 “**Governmental Authority**” means any government authority, statutory authority, regulatory authority, government department, administrative authority, tribunal or court having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or in any other nation, over the Purchaser, Sagility US or the Seller;
- 1.1.12 “**Income Tax Act**” means the Income Tax Act, 1961;
- 1.1.13 “**Person**” means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
- 1.1.14 “**Purchaser Shares**” means 1,85,10,85,160 Equity Shares of the Purchaser;
- 1.1.15 “**Purchaser Warranties**” means the representations and warranties of the Purchaser

as set out in **Schedule 2** (*Purchaser Warranties*);

- 1.1.16 “**Rupees**” or “**Rs**” or “**INR**” means the lawful currency of India;
- 1.1.17 “**Seller Warranties**” means the representations and warranties set out in **Schedule 1** (*Seller Warranties*);
- 1.1.18 “**Tax Authority/ies**” means the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any other Governmental Authority or other authority whatsoever, including without limitation, any court, tribunal or other authority that is competent to impose Tax in the Republic of India or outside India;
- 1.1.19 “**Tax**” means and includes all forms of taxation, surcharge, cesses, duties, levies, imposts, whether direct or indirect, whether central, state or local including taxes on income, profit, gains, withholding Tax, fringe benefit tax, capital gains tax, tax payable in a representative assessee capacity, minimum alternate tax, dividend distribution tax, gift tax, gratuity, provident fund, profits, service tax, sales tax, wealth, value added tax, excise, customs, import duty, stamp duty and property taxes (together with any interest, penalties, surcharges, cess or fines relating to any of them), and “**Taxation**” is to be construed accordingly; and
- 1.1.20 “**US Sale Shares**” means 231,624.6 shares of common stock, par value \$.001 each of Sagility US representing 100% of the outstanding shares of Sagility US.

1.2 **INTERPRETATION**

- 1.2.1 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail).
- 1.2.2 References to “**include**” or “**including**” are to be construed without limitation.
- 1.2.3 The table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of this Agreement.
- 1.2.4 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.2.5 References to Clauses, Paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Recitals and Schedules form part of this Agreement.
- 1.2.6 References to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and includes any subordinate legislation made under the relevant statute or statutory provision.
- 1.2.7 Any payments to be made by a Party pursuant to the provisions of this Agreement to any other Party must be in immediately available cleared funds.
- 1.2.8 Any approval and/or consent to be granted by a Party under this Agreement shall be deemed to mean an approval and/or consent in writing.
- 1.2.9 Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.10 This Agreement shall be binding on and be for the benefit of the successors of the Parties.

1.2.11 Capitalised terms and expressions not defined in **Clause 1**, shall have the meaning ascribed to them elsewhere in the Agreement.

2 SALE AND PURCHASE OF THE US SALE SHARES AND ISSUANCE OF EQUITY SHARES

2.1 At Closing, in mutual reliance on the representations and warranties given of each other Party as set out in **Schedule 1** or **Schedule 2** (as the case may be), the Purchaser shall purchase from the Seller and the Seller shall transfer to the Purchaser the US Sale Shares.

2.2 The Seller shall transfer the US Sale Shares to the Purchaser at a price of USD 2,713.47 (Two thousand seven hundred and thirteen dollars and forty-seven cents) per share totalling to a consideration of USD 628,505,925.72 (Six hundred and twenty-eight million, five hundred and five thousand, nine hundred and twenty-five dollars and seventy two cents) free and clear of any and all Encumbrances.

2.3 Simultaneously with the transfer, in order to discharge the consideration for the US Sale Shares acquired by the Purchaser, the Purchaser will issue and allot to the Seller the Purchaser Shares at INR 28.30 per share (Twenty-eight rupees and thirty paise per share) totalling to INR 52,38,88,60,035.98 (Five thousand, two hundred and thirty-eight crores, eighty-eight lakhs, sixty thousand and thirty five rupees and ninety eight paise), on the terms and subject to the conditions set out in this Agreement and at a ratio of 7991.746818 Equity Shares for every share of Sagility US. The consideration for such transfer shall be received by the Seller outside India.

3 EXECUTION

3.1 Simultaneously with the execution of this Agreement each Party shall provide the other Party with a certified true copy of the resolution of their board of directors for the execution, delivery and performance by such party of the Agreement.

4 CONDITIONS PRECEDENT

4.1 The obligation of the Purchaser to purchase the US Sale Shares and issue the Purchaser Shares in consideration is subject to the following conditions and the delivery and execution of the following items in the form and substance satisfactory to the Purchaser, any one or more of which may be waived by the Purchaser ("**Seller's Condition Precedent**"):

4.1.1 The Seller being in compliance with its obligations and covenants under the Agreement; and

4.1.2 Each of the Seller Warranties being true and correct in all material respects as of the Execution Date and remaining true and correct in all material respects on the Closing Date.

4.2 The obligation of the Seller to sell the US Sale Shares is subject to the following conditions and the delivery and execution of the following items in the form and substance satisfactory to the Seller, any one or more of which may be waived by the Seller ("**Purchaser's Condition Precedent**"):

4.2.1 The Purchaser being in compliance with its obligations and covenants under the Agreement; and

- 4.2.2 Each of the Purchaser Warranties being true and correct in all material respects as of the Execution Date and remaining true and correct in all material respects on the Closing Date.
- 4.3 The Parties shall take all necessary steps to ensure satisfaction of the Conditions Precedent as soon as possible after the date of this Agreement and in any event not later than the Closing Date.
- 4.4 If, at any time, any Party becomes aware of a fact or circumstance that might prevent a Condition Precedent from being satisfied, it shall immediately, and in any event within 1 Business Day thereof, inform the other Parties in writing.
- 4.5 Upon satisfaction (or waiver thereof by the Party(ies) to the extent permitted by Applicable Law) of all the Conditions Precedent, the relevant Party shall promptly certify such satisfaction to the other Parties. Such certification shall, to the extent relevant, be accompanied with the documents evidencing such fulfillment and allowing the receiving Party to assess the fulfillment of the relevant Condition Precedent, to the reasonable satisfaction of the relevant Parties.
- 4.6 If any of the Conditions Precedent are not fulfilled, or waived by agreement between the Parties, then the non-defaulting Party, shall have the right, at its sole discretion to:
- 4.6.1 proceed to Closing to the extent practicable; or
- 4.6.2 terminate this Agreement by giving a notice in writing to the other Parties, in which event the Agreement shall terminate with effect from the date of such notice, unless otherwise specified therein.
- 4.7 If the Parties terminate this Agreement pursuant to **Clause 4.6.2**, each Party's rights and obligations shall cease immediately on such termination, provided that each Party's accrued rights and obligations up to such date of termination shall survive.
- 4.8 Each Party will be responsible for their own Taxes.

5 OBLIGATIONS BETWEEN EXECUTION DATE AND CLOSING DATE

- 5.1 From the Execution Date through the Closing Date, the Purchaser and Seller shall not do or omit to do anything which would constitute a breach of any of the Purchaser Warranties and the Seller Warranties respectively.

6 COMPLETION

- 6.1 On the Closing Date, each of the transactions set out in this **Clause 6.1** shall take place simultaneously ("**Closing**"). Closing shall not be deemed to have occurred unless all the actions set out below in this **Clause 6.1** have been completed.
- 6.1.1 The Seller will transfer to the Purchaser the US Sale Shares free and clear of all Encumbrances.
- 6.1.2 Upon receipt of the US Sale Shares the Purchaser shall conduct a board meeting to (a) approve the issuance of the Purchaser Shares to the Seller; and (b) convene an extraordinary general meeting of the shareholders of the Purchaser (at shorter notice) to approve the issuance and allotment of the Purchaser Shares in favour of the Seller.

- 6.1.3 The Purchaser shall hold an extra ordinary general meeting of the shareholders of the Purchaser (at shorter notice), at which the shareholders of the Purchaser will approve the issuance and allotment of the Purchaser Shares in favour of the Seller.
- 6.1.4 The Purchaser shall conduct a board meeting to approve the allotment of the Purchaser Shares, in physical form, to the Seller.
- 6.1.5 The Seller shall provide a statement of Sagility U.S. conforming to the requirements of U.S. Treasury Regulations Section 1.1445-2(c)(3) and the notification to the IRS required under U.S. Treasury Regulations Section 1.897-2(h)(2) in a form reasonably satisfactory to the Purchaser.
- 6.1.6 The Purchaser shall inform the Seller (over e-mail) that the consideration (as set out in this Agreement) has been discharged and thus Purchaser Shares have been allotted to the Seller. The Seller shall, pursuant to receipt of such email, acknowledge the receipt of consideration in respect of sale of US Sale Shares in its home country by one of its authorised directors.
- 6.1.7 The Purchaser shall deliver the Purchaser Shares, in physical form, to the Seller such that the Seller receives the consideration in its home country.

7 REPRESENTATIONS AND WARRANTIES

7.1 Seller's Warranties

- 7.1.1 In consideration of the acquisition of the US Sale Shares by the Purchaser under this Agreement the Seller hereby represents and warrants to the Purchaser that the Seller's Warranties contained in **Schedule 1** (*Seller Warranties*) are true and accurate in all material respects as of the Execution Date and on the Closing Date.
- 7.1.2 Notwithstanding anything to the contrary in this Agreement, neither the Seller nor any Person on its behalf has made or makes any representation or warranty to the Purchaser, express or implied, other than the Seller Warranties.

7.2 Purchaser Warranties

- 7.2.1 In consideration of the sale of the US Sale Shares by the Seller under this Agreement and the issuance of the Purchaser Shares in consideration for the acquisition of the US Sale Shares by the Purchaser, the Purchaser hereby represents and warrants to the Seller that the Purchaser Warranties contained in **Schedule 2** (*Purchaser Warranties*) are true and accurate in all material respects as of the Execution Date and on the Closing Date.
- 7.2.2 Notwithstanding anything to the contrary in this Agreement, neither the Purchaser nor any Person on its behalf has made or makes any representation or warranty to the Seller, express or implied, other than the Purchaser Warranties.

8 CONFIDENTIALITY

- 8.1 Save as expressly provided in **Clause 8.2**, the Seller and the Purchaser undertake that it shall, and shall procure that each of their Affiliates shall, treat as confidential the provisions of the Agreement.
- 8.2 A Party may disclose, or permit the disclosure of, information which would otherwise be

confidential if and to the extent that it:

- 8.2.1 is disclosed to the Affiliates of that Party or agents or advisors of that Party or its Affiliates if this is reasonably required in connection with the preparation or execution or performance of the Agreement or whose function or business requires it to have the information (and provided that such Persons have been informed that such information is confidential); or
- 8.2.2 is required to give effect to this Agreement; or
- 8.2.3 is required by law or any securities exchange, regulatory or Governmental Authority or Tax Authority to which a Party is subject or pursuant to any order of any Governmental Authority or Tax Authority; or
- 8.2.4 comes into the public domain other than as a result of a breach by such Party of this **Clause 8 (Confidentiality)**;

Provided that, to the extent reasonably practicable and legally permissible, prior written notice of any confidential information to be disclosed pursuant to **Clause 8.4** shall be given to the other Parties and their reasonable comments taken into account.

- 8.3 The confidentiality restrictions in this **Clause 8 (Confidentiality)** shall continue to apply after the termination of this Agreement without limitation in time.

9 ANNOUNCEMENTS

- 9.1 Subject to the provisions of **Clause 9.2** below, no announcement shall be made by or on behalf of any Party or its Affiliates relating to the Agreement or the transactions and arrangements contemplated under the Agreement, without the prior written approval of the other Parties.
- 9.2 Nothing in this Agreement will prohibit the Seller and the Purchaser or their Affiliates from making an announcement relating to the Agreement or transactions and arrangements contemplated under the Agreement if (and only to the extent) required by the law of any relevant jurisdiction or any securities exchange, regulatory or Governmental Authority.

10 TERMINATION

- 10.1 This Agreement may be terminated before the Closing Date at any time by the mutual consent of the Parties in writing or in accordance with **Clause 4.6.2**.
- 10.2 Except as otherwise specifically provided herein, the termination of this Agreement for any reason whatsoever shall be without prejudice to any rights or obligations accrued to or in respect of the Parties prior to the date of termination and shall not release any Party from any liability that at the time of termination has already accrued to any other Party, or which thereafter may accrue in respect of any act or omission taken or suffered prior to or on such termination, nor shall any such termination hereof affect in any way the survival of any right, duty or obligation of any such Party which is expressly stated to survive termination hereof.
- 10.3 If this Agreement is terminated pursuant to **Clause 10.1** above, this Agreement shall have no further force or effect and, unless expressly provided otherwise in this Agreement, no Party shall have any further liability or obligation with respect to this Agreement. In the event that this Agreement is terminated, the provisions of **Clause 1 (Definitions and Interpretation)**, **Clause 7 (Representations and Warranties)**, **Clause 8** and **9 (Confidentiality and Announcements)**, **Clause 11 (Governing Law and Jurisdiction)**, **Clause 12 (Arbitration)**, **Clause 16 (Severance and Validity)**, **Clause 18 (Remedies and Waivers)**, **Clause 23 (Notices)**,

Clause 27 (*Specific Performance*) and this **Clause 10.3**, shall survive the termination of this Agreement and nothing herein shall relieve any Party from its obligations under such provisions or from any liability pursuant to this Agreement prior to its termination.

11 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India. Subject to **Clause 12** (*Arbitration*), the courts of Mumbai shall have exclusive jurisdiction over any legal action or proceeding arising out of or in connection with this Agreement.

12 ARBITRATION

- 12.1 Arbitration. Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing ("**Dispute Notice**") of any Party to a binding arbitration conducted in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**"), in force at the relevant time, which SIAC Rules are deemed to be incorporated by reference into this **Clause 12** except as such SIAC Rules conflict with the provisions of this **Clause 12**, in which event the provisions of this Clause 12 shall prevail. Any arbitration commenced pursuant to this **Clause 12** shall be conducted by 1 arbitrator nominated jointly by the Parties, or failing such joint nomination, by the President of the Court of Arbitration for the time being of the Singapore International Arbitration Centre. All arbitration proceedings shall be conducted in the English language. The seat and venue of arbitration shall be Singapore.
- 12.2 Costs. The costs and expenses of the arbitration, including the fees of the arbitration and the arbitrator, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the arbitrator. 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.
- 12.3 Final and Binding. Any award made by the arbitrator shall be final and binding on each of the Parties that were parties to the dispute.
- 12.4 Continuing Obligation. Subject to the award of the arbitrator, neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the arbitrator, the pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

13 ASSIGNMENT

- 13.1 No Party shall assign, transfer, charge, or otherwise dispose of all or any part of its rights, benefits or obligations under this Agreement (including any cause of action arising in connection with this Agreement) nor grant, declare, create or dispose off any right or interest in it.

14 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.

15 ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the transactions contemplated in this Agreement, including the purchase of the US Sale Shares and the issuance of the Purchaser Shares.

16 SEVERANCE AND VALIDITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable efforts to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

17 VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

18 REMEDIES AND WAIVERS

No waiver of any right under this Agreement shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

19 EFFECT OF CLOSING

The provisions of this Agreement which remain to be performed following Closing shall continue in full force and effect notwithstanding Closing.

20 THIRD PARTY RIGHTS

A Person who is not a Party, shall have no right to enforce any of the terms of this Agreement.

21 COSTS AND EXPENSES

The stamp duty payable on this Agreement and the transfer of the US Sale Shares and the issuance of the Purchaser Shares shall be borne by the Company.

The Purchaser shall deliver the Purchaser Shares, in physical form, to the Seller such that the Seller receives the same in its home country. The cost and expenses in relation to delivery of such Purchaser Shares shall be the responsibility and be borne by the Purchaser. Save as otherwise specified in this clause, each of the Parties hereto shall bear their own costs and expenses relating to the negotiation, preparation, execution and performance of the Agreement and/or transaction contemplated herein.

22 COOPERATION

The Seller and the Purchaser will cooperate fully, as and to the extent reasonably requested by the other Party, in connection with any Tax matters. The Party requesting such cooperation will pay the reasonable out-of-pocket expenses of the other Party.

23 NOTICES

- 23.1 Any notice or other communication to be given under or in connection with this Agreement

("Notice") shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by pre paid recorded delivery or international courier or by email to the address provided in this **Clause 23 (Notices)**, and marked for the attention of the Person specified in that **Clause**.

23.2 A Notice shall be deemed to have been received:

- (a) at the time of delivery if delivered personally; or
- (b) 5 Business Days after the time and date of posting if sent by pre-paid recorded delivery or international courier,
- (c) at the time that the e-mail is sent, so long as the sender of such email has not received an automatic email from the applicable email server indicating a delivery failure,

provided that if receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this **Clause 23 (Notices)** are to local time in the country of the addressee.

23.3 The addresses for service of Notice are:

Seller

Attention: The Board
Address: Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands
e-mail: nl.bpea.eqt@vistra.com and eqt_Sagility-NL@eqtpartners.com

Purchaser

Attention: Mr. Sarvabhoutman Doraiswamy Srinivasan
Address: **SAGILITY INDIA PRIVATE LIMITED**, No23 & 24, AMR Tech Park, Building 2A, First Floor Hongasandara Village, Off Hosur Road, Bengaluru, Karnataka – 560068
e-mail: Srinivasan.SD@Sagilityhealth.com

23.4 A Party shall notify the other Parties of any change to its details in this **Clause 23 (Notices)** in accordance with the provisions of this **Clause 23 (Notices)**, provided that such notification shall only be effective on the later of the date specified in the notification and 5 Business Days after deemed receipt.

24 COUNTERPARTS

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

25 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall, or shall be deemed to, constitute a partnership between the Parties nor, unless expressly provided otherwise, constitute any Party as an agent of any other Parties for any purpose.

26 NO STRICT CONSTRUCTION

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise

favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

27 SPECIFIC PERFORMANCE

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or 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, including without limitation a right for damages.

(Signature Pages to Follow)

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of the Purchaser:


By: **SRINIVASAN. S.D.**
Title: **DIRECTOR**

Signed and delivered by/for and on behalf of the Seller:


By: **G.J. van Spall**
Title: **Director**


T. van de Schraaf
Proxy Holder A


G.J. van Spall
Proxy Holder A
**Vlatta Management
Services (Netherlands)
B.V.**

Schedule 1
Seller Warranties

The Seller makes the following representations and warranties:

1. Authority and Capacity

- 1.1 The Seller has the respective power and authority to enter into, and comply with its obligations under this Agreement. The execution and delivery by the Seller of this Agreement and the performance by the Seller of the transactions contemplated hereby have been duly authorised by all necessary corporate actions of the Seller.
- 1.2 This Agreement constitutes a valid and binding obligation of the Seller.
- 1.3 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby by the Seller does not:
 - (a) breach or violate: (i) any provision of the organizational documents of the Seller; or (ii) the relevant provisions of Applicable Law; and
 - (b) require the consent of any third party or Governmental Authority that has not already been obtained other than those specified in this Agreement.
- 1.4 No insolvency proceeding, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Seller was commenced, is pending.

2. Seller's title to the US Sale Shares

- 2.1 The Seller is the absolute legal and beneficial owner of the US Sale Shares, and has a clear and marketable title thereto and holds the US Sale Shares free and clear of all Encumbrances.

Schedule 2
Purchaser Warranties

The Purchaser makes the following representations and warranties:

1 Authority and Capacity

- 1.1 The Purchaser has the power and authority to enter into, and comply with its obligations under this Agreement. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of the transactions contemplated hereby have been duly authorised by all necessary corporate actions of the Purchaser.
 - 1.2 This Agreement constitutes a valid and binding obligation of the Purchaser.
 - 1.3 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby by the Purchaser does not:
 - (a) breach or violate: (i) any provision of the organizational documents of the Purchaser; or (ii) the relevant provisions of Applicable Law; and
 - (b) require the consent of any third party or Governmental Authority that has not already been obtained other than those specified in this Agreement.
 - 1.4 No insolvency proceeding, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Purchaser was commenced, is pending.
2. The Purchaser has the right, power and authority to issue the Purchaser Shares to the Seller. The Purchaser Shares, when issued, allotted and delivered in accordance with the terms of this Agreement, will be duly and validly issued and allotted and free and clear of any and all Encumbrances. Upon issuance and allotment of the Purchaser Shares to the Seller, the Seller shall have absolute, clear and marketable title to and shall be the sole beneficial owner of the Purchaser Shares. The Purchaser Shares shall rank *pari passu* with, and carry the same rights and privileges in all respects as, all the other Equity Shares of the Purchaser.