

DEED OF ADHERENCE

This Deed of Adherence (“Deed”) is made on this 21 day of May, 2024 (“Deed Execution Date”):

AMONGST

- (A) **AceVector Limited** (formerly known as Snapdeal Limited), a company incorporated and existing under the laws of the Republic of India, bearing corporate identification number U72300DL2007PLC168097, having its registered office at Mezzanine Floor , A-83, Okhla Industrial Area, Okhla Phase II, New Delhi 110020, India (the “Transferor”);

AND

- (B) **Absolute Returns Scheme**, an alternative investment fund, with SEBI registration number NAIIF322231181 and PAN Number AAJTA3502E, having its registered office at C/34, Royal Industrial Estate, 5B Naigaum Cross Road, Wadala, Mumbai 400031 managed by Mr. Ketan Thakkar (the “Transferee”).

BACKGROUND

- (A) By way of an Amended and Restated Shareholders’ Agreement dated December 20, 2023 executed between SoftBank, AceVector, Financial Investor and the Company (“Shareholders’ Agreement/SHA”), the Shareholders agreed on their inter-se rights and obligations vis-à-vis the Company.
- (B) This Deed is being entered into pursuant to Article 10 (*Transfer of Securities*) of the Shareholders’ Agreement.
- (C) The Shareholders’ Agreement requires that, concurrently with the transfer by the Transferor to the Transferee, such Transferee will, as a condition of such transfer of Securities, execute this Deed and be bound by the Shareholders’ Agreement.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions and Interpretation.

Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the SHA.

In this Deed, all references to the “SHA” means the Shareholders Agreement referred to in Recital B above and includes all amendments, additions and variations thereto.

2. **CONSENT TO THE TERMS OF THE SHAREHOLDERS’ AGREEMENT BY THE AFFILIATE/ TRANSFEREE**

- 2.1 The Transferee covenants, confirms, undertakes and agrees that by its execution of this Deed it will become a party to the Shareholders’ Agreement, and that it will be bound by all the rights, duties and obligations of any nature whatsoever cast upon the Transferor in relation to the Securities under the Shareholders’ Agreement, and will assume, keep, observe and perform, duly and punctually, all

the terms, covenants, undertakings, agreements, provisions and conditions in the Shareholders' Agreement which are applicable to it in all respects as if it had been originally named in the Shareholders' Agreement as a party, and the Shareholders' Agreement will be construed accordingly.

- 2.2 The Transferee hereby confirms that it has received a copy of the Shareholders' Agreement and that the Shareholders' Agreement will have full force and effect on it, and will be read and construed to be binding on it and covenants, agrees and confirms that this Deed shall be read with the SHA as if forming part thereof.
- 2.3 If the Transferee has acquired Securities from a Financial Investor, the Transferee hereby confirms it has received a copy of the Financial Investors Inter-Se Agreement and signed on as a party with the intent of being bound by the terms thereunder.
- 2.4 The Transferee shall be subject to, all of the covenants, terms and conditions of the SHA as if it was an original party thereto and that it shall be bound by the SHA.
- 2.5 The Transferee hereby covenants that it shall not do any act or commit any omission that derogates from the provisions of the SHA or the AoA.

3. **REPRESENTATIONS AND WARRANTIES**

The Transferee represents and warrants that its execution of this Deed has been duly authorized and that such execution or compliance with its terms will not now, or at any time in the future, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument executed by it or by which it is bound, or violate any of the terms and provisions of its statutory documents or any judgment, decree or order or any statute, rule or regulation applicable to it.

4. **GOVERNING LAW AND JURISDICTION**

- 4.1 This Deed will be governed in all respects by the laws of the Republic of India.
- 4.2 If any dispute, controversy or claim between the parties arises out of or in connection with this Deed, including the breach, termination, or invalidity thereof or validity, construction, performance, and enforcement the Dispute will be referred to arbitration in accordance with the terms of Article 16.2 (*Dispute Resolution*) of the Shareholders' Agreement which is deemed to be incorporated herein by reference.

5. **INTERPRETATION**

All capitalized terms used in this Deed will, unless defined herein, have the same meaning as ascribed to them in the Shareholders' Agreement.

6. **NOTICES**

The relevant contact details of the Transferee for the purpose of notification under Article 17.1 (Notices) of the Shareholders' Agreement will be as follows:

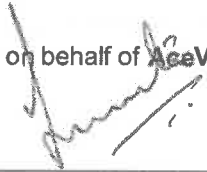
Address: C/34, Royal Industrial Estate,

5B Naigaum Cross Road, Wadala, Mumbai 400031
Attention: Mr. Ketan Thakkar (Investment Manager)
Email: tinvestaif@gmail.com

(Signature Page Below)

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS DEED TO BE EXECUTED AS OF THE DEED EXECUTION DATE

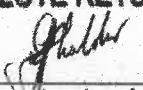
For and on behalf of **AceVector Limited** ("Transferor")



Authorized Signatory
Name: Smriti Subramanian
Designation: Group General Counsel

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS DEED TO BE EXECUTED AS OF THE DEED EXECUTION DATE

For and on behalf of Absolute Returns Scheme ("Transferee")
For ABSOLUTE RETURNS SCHEME


Authorized Signatory
Name: Ketan V. Thakkar
Designation: Investment manager