

SEPTEMBER 16TH, 2021

SOUTH ASIA GROWTH FUND II HOLDINGS LLC

SOUTH ASIA EBT TRUST

SYRMA SGS TECHNOLOGY PRIVATE LIMITED

SANDEEP TANDON

TANCOM ELECTRONICS PRIVATE LIMITED

VEENA KUMARI TANDON

SANJIV NARAYAN

JASBIR SINGH GUJRAL

KRISHNA KUMAR PANT

AND

RANJEET SINGH LONIAL

**AMENDED AND RESTATED SHAREHOLDERS'
AGREEMENT**

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THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (*Agreement*) is made on Thursday, 16th of September, 2021 at Delhi.

BETWEEN:

- A. **SOUTH ASIA GROWTH FUND II HOLDINGS LLC**, a limited liability company incorporated in the United States of America with its registered office at 4800 Montgomery Lane, Suite 450, Bethesda, Maryland, United States of America – 20814, hereinafter referred to as the ***Investor Fund***, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- B. **SOUTH ASIA EBT TRUST**, a trust established under the laws of India, with its office at 5, Kamu Villa, Khotwadi, Sir Phiroz Shah Mehta Road, Santacruz West, Mumbai – 400054, Maharashtra, India and through its trustee being Orbis Trusteeship Services Private Limited, with its registered office at 4A, Ocus Technopolis, Golf Club Road, Sector 54, Gurugram – 122002, Haryana, India, hereinafter referred to as the ***Co-investor***, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- C. **SYRMA SGS TECHNOLOGY PRIVATE LIMITED**, a private limited company incorporated in India, under the Companies Act, 1956 with CIN U30007MH2004PTC148165, with its registered office at Unit No. 601, 6th Floor, Floral Deck Plaza, MIDC, Andheri (East) Mumbai – 400093, Maharashtra, India, hereinafter referred to as the ***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);
- D. **SANDEEP TANDON**, an Indian resident, bearing U.S. passport number 486970655 and residing at Tandon Beach House, Plot No. 35 C/2, CTS No. 1069, TPS – 2, Azad Nagar, Juhu Koliwada, Santacruz – West, Mumbai – 400049, Maharashtra, India, hereinafter referred to as ***First Promoter***, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns);
- E. **TANCOM ELECTRONICS PRIVATE LIMITED**, a private limited company incorporated in India under the Companies Act, 1956 with CIN U32107MH1988PTC047729, with its registered office at Unit No. 601, 6th Floor, Floral Deck Plaza, MIDC, Andheri (East) Mumbai – 400093, Maharashtra, India, hereinafter referred to as ***Second Promoter***, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- F. **VEENA KUMARI TANDON**, an Indian resident, bearing Indian passport number R2726758 and residing at Tandon Beach House, Plot No. 35 C/2, CTS No. 1069, TPS – 2, Azad Nagar, Juhu Koliwada, Santacruz – West, Mumbai – 400049, Maharashtra, India, hereinafter referred to as ***Third Promoter***, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns);
- G. **SANJIV NARAYAN**, an Indian resident, bearing Indian passport number Z5296226 and residing at F-225 A, Sainik Farm, Lane-W-5B, New Delhi – 110062, India, hereinafter referred to as ***SN***, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns);
- H. **JASBIR SINGH GUJRAL**, an Indian resident, bearing Indian passport number Z5807868 and residing at K-165, South City-1, Gurugram – 122001, Haryana, India, hereinafter referred to as

JSG, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns);

- I. **KRISHNA KUMAR PANT**, an Indian resident, bearing Indian passport number Z3411164 and residing at J2/36, DLF, Phase-2, Gurugram – 122002, Haryana, India, hereinafter referred to as **KKP**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); and
- J. **RANJEET SINGH LONIAL**, an Indian resident, bearing Indian passport number Z5318351 and residing at V32/5 DLF, Phase-3, Gurugram – 122002, Haryana, India, hereinafter referred to as **RSL**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns).

The Investor Fund and the Co-investor shall hereinafter, jointly and severally, be referred to as the **Investors**. It is hereby clarified that (a) all the rights of the Investors under this Agreement shall be exercised by the Investor Fund; and (b) any decision taken by the Investor Fund under this Agreement shall be binding on the Co-investor. The Investor Fund shall be authorised to communicate any information, under this Agreement, provided (a) by either of the Investors to a Party; or (b) to it by a Party, to the Co-investor.

First Promoter, Second Promoter and Third Promoter shall hereinafter, collectively be referred to as the **Syrma Promoters**. The First Promoter and the Second Promoter shall collectively be referred to as the **Primary Promoters**.

Reference to Syрма Promoters in this Agreement shall be construed to mean each of the Syрма Promoters. For the avoidance of doubt, it is hereby expressly clarified that for the purposes of this Agreement, the Syрма Promoters shall agree and undertake that an authorized representative, who shall be one amongst the Syрма Promoters, shall be unanimously appointed by the Syрма Promoters in order to communicate any information including the exercise of their rights, under this Agreement, provided by (a) the Syрма Promoters to any of the other Parties; or (b) any of the other Parties to the Syрма Promoters (the **Syrma Representative**).

SN, JSG, KKP and RSL shall hereinafter, collectively be referred to as the **SGS Shareholders** (who are defined as the ‘SGS Promoters’ under the SGS Investment Agreement). Reference to SGS Shareholders in this Agreement shall be construed to mean each of the SGS Shareholders. For the avoidance of doubt, it is hereby expressly clarified that for the purposes of this Agreement, the SGS Shareholders shall agree and undertake that an authorized representative, who shall be one amongst the SGS Shareholders, shall be unanimously appointed by the SGS Shareholders in order to communicate any information including the exercise of their rights, under this Agreement, provided by (a) the SGS Shareholders to any of the other Parties; or (b) any of the other Parties to the SGS Shareholders (the **SGS Shareholders’ Representative**).

The Company, the Investors, the Syрма Promoters, and the SGS Shareholders shall hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

Words and expressions used in this Agreement shall be interpreted in accordance with **Schedule 7** (*Definitions and Interpretation*).

WHEREAS:

- (A) The Company is engaged in the Business (as defined herein).
- (B) The Company, the Investors and the Syрма Promoters have entered into a share subscription agreement dated 23 October 2020 (the **SAG Subscription Agreement**), pursuant to which the Investors have agreed to subscribe for, and the Company has agreed to issue and allot to the

Investors, the Investor Shares (as defined in **Schedule 7**) on the Closing Date (as defined in SAG Subscription Agreement), in consideration for the payment of the Investor Subscription Amount (as defined in **Schedule 7**). The Company, the Investors and the Syrma Promoters have entered into a shareholders' agreement, with effect from the Closing Date (as defined in the SAG Subscription Agreement), which provides for certain matters relating to the rights of the shareholders of the Company, including those in relation to the management and operations of the Company, and other matters in connection therewith (the *Shareholders' Agreement*).

- (C) The Company, the Syrma Promoters, the SGS Shareholders and SGS Teknics Manufacturing Private Limited (“**SGS Teknics**”) have entered into a share sale and purchase and shareholders' agreement dated 23 October 2020 (the *SGS Investment Agreement*), pursuant to which the Company has agreed to acquire 20% (twenty per cent.) shareholding in SGS Teknics in terms of the SGS Investment Agreement on the Closing Date (as defined in the SGS Investment Agreement). Pursuant to the SGS Investment Agreement, the Company, SGS Shareholders and SGS Teknics have entered into a share purchase agreement dated [•] (the *SGS Share Purchase Agreement*) by which, the Company has agreed to further acquire 80% (eighty per cent.) shareholding in SGS Teknics in terms of the SGS Share Purchase Agreement on the Closing Date (as defined under the SGS Share Purchase Agreement).
- (D) The Company, the Syrma Promoters and the SGS Shareholders have entered into a share subscription agreement dated [•] (the *SGS Subscription Agreement*), pursuant to which the SGS Shareholders have agreed to subscribe for, and the Company has agreed to issue and allot to the SGS Shareholders, the SGS Subscription Securities (as defined in **Schedule 7**) on the Closing Date (as defined in SGS Subscription Agreement), in consideration for the payment of the SGS Subscription Consideration (as defined in **Schedule 7**).
- (E) The shareholding pattern of the Company, on the Closing Date, has been set out under **Schedule 8** of this Agreement;
- (F) The Parties have agreed to execute this Agreement, to be made effective on and from the Closing Date and this Agreement sets out the agreement and relationship between the Parties hereto, including in relation to the shareholding of the Company and other matters in connection therewith and to provide for the termination and supersession of the Shareholders' Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EFFECTIVE DATE

- 1.1 This Agreement shall come into force and take effect on the Closing Date.

2. BOARD OF DIRECTORS

- 2.1 The Board shall at all times consist of (a) a maximum of 7 (seven) non-independent directors; and (b) such number of independent directors as required under applicable Law. Subject to clauses 13.1 and 13.3 (*Fall Away*), the Investor Fund shall be entitled to appoint and maintain in office up to 1 (one) director (and to remove from office any director so appointed and to appoint another director in the place of the director so removed by the Investor Fund) (the *Investor Director*) on and from the Closing Date. The Investor Director shall not be liable to retire by rotation.
- 2.2 No Person, other than the Investor Fund appointing its Investor Director, shall have the power or right to remove and replace such Investor Director. To the extent permissible by applicable Law,

the appointment of the Investor Director shall be by direct nomination by the Investor Fund individually, and any appointment or removal, unless the contrary intention appears, shall take effect from the date it is notified to the Company in writing. If applicable Law does not permit the Person nominated by the Investor Fund to be appointed as a director or alternate director of the Company merely by nomination by the Investor Fund, then the Company, the Second Promoter and the SGS Shareholders shall ensure that the Board forthwith (and in any event within 7 (seven) days of such nomination or at the next Board meeting, whichever is earlier) appoints such Person as a director or alternate director, as the case may be, of the Company, and further ensure that, unless the Investor Fund changes or withdraws such nomination, such Person shall also be elected as a director or alternate director, as the case may be, of the Company, at the next general meeting of the Shareholders. Each Shareholder shall promptly vote in favour of the director and alternate director nominees nominated pursuant to the preceding sentence.

- 2.3 Subject to clauses 13.2 and 13.3 (*Fall Away*), the SGS Shareholders shall be entitled to appoint and maintain in office up to 2 (two) directors (and to remove from office any director so appointed and to appoint another director in the place of the director so removed by the SGS Shareholders) (the **SGS Directors**) on the Board. No Person, other than the SGS Shareholders appointing their SGS Directors, shall have the power or right to remove and replace such SGS Directors. To the extent permissible by applicable Law, the appointment of the SGS Directors shall be by direct nomination by the SGS Shareholders and any appointment or removal, unless the contrary intention appears, shall take effect from the date it is notified to the Company in writing. If applicable Law does not permit the Person nominated by the SGS Shareholders to be appointed as a director or alternate director of the Company merely by nomination by the SGS Shareholders, then the Company, the Investors and the Second Promoter shall ensure that the Board forthwith (and in any event within 7 (seven) days of such nomination or at the next Board meeting, whichever is earlier) appoints such Person as a director or alternate director, as the case may be, of the Company and further ensure that, unless the SGS Shareholders change or withdraw such nomination, such Person shall also be elected as a director or alternate director, as the case may be, of the Company, at the next general meeting of the Shareholders. Each Shareholder shall promptly vote in favour of the director and alternate director nominees nominated pursuant to the preceding sentence.
- 2.4 The Second Promoter shall be entitled to appoint and maintain in office up to 4 (four) directors on the Board (and to remove from office any director so appointed and to appoint another director in the place of the director so removed by the Second Promoter) (the **Promoter Directors**). It is agreed between the Parties that until the SGS Shareholders are Shareholders in the Company, one of the Promoter Directors shall always be the First Promoter, provided that the First Promoter is not incapable of holding a directorship or performing his duties as a director, due to (a) applicable Law; (b) any incapacity; (c) illness; or (d) any other personal exigency. No Person, other than the Second Promoter appointing the Promoter Directors, shall have the power or right to remove and replace such Promoter Directors. To the extent permissible by applicable Law, the appointment of the Promoter Directors shall be by direct nomination by the Second Promoter and any appointment or removal, unless the contrary intention appears, shall take effect from the date it is notified to the Company in writing. If applicable Law does not permit the Person nominated by the Second Promoter to be appointed as a director or alternate director of the Company merely by nomination by the Second Promoter, the Company, the SGS Shareholders and the Investors shall ensure that the Board forthwith (and in any event within 7 (seven) days of such nomination or at the next Board meeting, whichever is earlier) appoints such Person as a director or alternate director, as the case may be, of the Company and further ensure that, unless the Second Promoter changes or withdraws such nomination, such Person shall also be elected as a director or alternate director, as the case may be, of the Company, at the next general meeting of the Shareholders. Each Shareholder shall promptly vote in favour of the director and alternate director nominees nominated pursuant to the preceding sentence.

- 2.5 For the avoidance of doubt, the Investor Director and the SGS Directors shall not be construed or counted by the Company as an independent director for the purpose of determining the number of independent directors which the Company is required to have on its Board under applicable Law.
- 2.6 Without prejudice to the above, each of the Parties hereto agree to exercise all powers and rights available to them so as to fix the number of directors in accordance with this clause 2 and to ensure that the Person nominated by the Investor Fund, the Second Promoter and the SGS Shareholders are expeditiously appointed or removed (as the Investor Fund or the Second Promoter or the SGS Shareholders may specify in relation to their respective nominee) as a director of the Company and the nominations / appointments and removals referred to in this clause 2 result in the Persons nominated / appointed or removed, becoming or ceasing to be directors of the Company.
- 2.7 None of the Investor Director, the Promoter Directors or the SGS Directors shall be required to hold any qualification shares in the Company.
- 2.8 The chairman of the Company, or of any meeting of the Board, shall be a Promoter Director (the **Chairman**). The Chairman shall not have a casting vote.
- 2.9 The Investor Director, the SGS Directors and the Promoter Directors or their respective alternate directors shall, at all times, be entitled to be members of each committee of the Board, including the audit committee. The terms of reference / scope of work of these committees shall be as determined by the Board and shall be recorded in the Board resolutions forming / reconstituting such committees. The provisions of clause 2 shall *mutatis mutandis* apply to a meeting of a committee constituted by the Board. For the avoidance of doubt, it is hereby clarified that since the Operational Committee is not a committee of the Board, the Investors shall not be entitled to be members of the Operational Committee and the constitution of the Operational Committee shall be in accordance with clause 8 of this Agreement.
- 2.10 The Investor Fund, the Second Promoter or the SGS Shareholders shall be entitled to nominate an alternate director to their Investor Director, Promoter Directors or SGS Directors, as the case may be, and the Board shall appoint such person as alternate director to the Investor Director, the Promoter Directors or the SGS Directors, as applicable.
- 2.11 Subject to clause 13 (*Fall Away*), in addition to the right to appoint an Investor Director and an alternate director, SGS Directors and their alternate directors, as the case may be, on the Board, each of the Investor Fund and the SGS Shareholders shall also be entitled to appoint an individual as an observer (each an **Investor Observer** and an **SGS Observer** and collectively, the **Observers**) to the Board and the committees of the Company, including but not limited to the audit committee, nomination and remuneration committee and corporate governance committee. Such Observers shall have the right to attend any and all meetings of the Board, Shareholders and committees of the Company, without voting rights and shall not be counted towards the quorum for such meetings. The Observers shall be permitted to speak at such meetings and the observations of such Observer shall be recorded in the minutes of such meetings. For the avoidance of doubt, the Investor Fund and the SGS Directors shall not be entitled to appoint an Investor Director or the SGS Directors, and an Investor Observer or the SGS Observer at the same time, as the case may be, on the Board and the committees of the Company. For the avoidance of doubt, it is hereby clarified that the Investors shall not be entitled to appoint an Investor Observer on the Operational Committee.
- 2.12 The Observers shall have the right to receive all information as shall be provided to the directors of the Company.

- 2.13 The Company shall reimburse members of the Board for reasonable travel and out-of-pocket expenses incurred to attend meetings of the Board, Shareholders and committees and for any other work undertaken for the Company in terms of the Company's directors' remuneration policy, as approved by the Board from time to time. Such directors' remuneration policy shall be prepared by the Company pursuant to discussions with the SGS Directors, and any amendments to such policy shall require prior approval of the SGS Directors.
- 2.14 The Parties expressly agree and undertake that the Investor Director shall be a non-executive director and shall not be responsible for the day to day management or affairs of the Company. No Investor Director shall be designated / considered to be an 'officer who is in default', the 'manager' and / or the 'occupier' of any premises used by the Company or such other designation to hold him or her responsible for complying with all Laws, for and on behalf of the Company, for the purposes of any provisions of the Companies Act, the Factories Act, 1948 and / or any other applicable Law. Without prejudice to the generality of the foregoing, the Investor Director shall be entitled to all immunities that a non-executive director is entitled to under applicable Law.
- 2.15 The Parties expressly agree and undertake that for a period of 2 (two) years from the Closing Date, the SGS Directors (except SN) shall be involved in, and be responsible for the day to day management and affairs of the Company with respect to the executive position held by them. Upon the expiry of 2 (two) years from the Closing Date, the SGS Directors shall, at their sole discretion, decide to continue in executive positions on the Board. In the event the SGS Directors do not hold executive positions on the Board, then the SGS Directors shall be non-executive directors on the Board and shall not be responsible for any day to day management or affairs of the Company. Notwithstanding anything provided in this clause 2.15, but subject to applicable Law, no SGS Director shall be designated / considered to be an 'officer who is in default', the 'manager' and / or the 'occupier' of the SGS Teknik's plants or such other designation to hold him or her responsible for complying with any Laws, for and on behalf of the Company including for the purposes of any provisions of the Companies Act, the Factories Act, 1948 and / or any other applicable Law.
- 2.16 Without prejudice to the generality of the foregoing, the Parties expressly agree and undertake that, unless otherwise specified in writing by the Investor Fund, they shall not identify or designate the Investor Director with the responsibility of complying with any Law, including but not limited to, defaults under the Companies Act, Environmental Laws, Social Laws, Laws relating to tax or labour, Anti-Corruption Laws, and all applicable rules / regulations framed thereunder (central or state), or regulations, for and on behalf of the Company, or as occupiers of any premises used or occupied by the Company, or as an employer under any applicable Law.
- 2.17 JSG has agreed to be a 'promoter' of the Company and will therefore, with effect from the Closing Date, be a promoter of the Company.
- 2.18 The Company has obtained adequate directors' and officers' liability insurance for all its directors for an amount of INR 300,000,000 (Rupees three hundred million), on terms acceptable to the Investor Fund and the SGS Shareholders.
- 2.19 The Company shall indemnify, defend and hold harmless the Investor Director, the Promoter Directors and the SGS Directors (the *Indemnitee*) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director of the Company, to the fullest extent permitted by applicable Law, from and against all reasonable expenses and costs (including, without limitation, reasonable attorneys' fees, experts' fees, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) (the *Expenses*), damages, judgments, fines,

penalties, excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, damages, judgments, fines, penalties, excise taxes or amounts paid in settlement, provided that the settlement is for a monetary claim), actually incurred by him or her in connection with such action, suit or proceeding (the *Indemnifiable Amounts*). Additionally, the Company agrees that:

- (a) if requested by the Indemnitee, the Company shall pay any and all Expenses incurred by the Indemnitee, either by (i) paying such Expenses on behalf of the Indemnitee; or (ii) reimbursing the Indemnitee for such Expenses;
- (b) if the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or other Indemnifiable Amounts in respect of a claim but not, however, for the total amount thereof, the Company shall indemnify the Indemnitee for the portion thereof to which the Indemnitee is entitled; and
- (c) the rights of the Indemnitee hereunder shall be in addition to any other rights the Indemnitee may have under the Restated Articles or otherwise. To the extent that a change in applicable Law permits greater indemnification by agreement than would be afforded currently under the Restated Articles, it is the intent of the Parties hereto that the Indemnitee shall enjoy by this Agreement, the greater benefits so afforded by such change.

3. BOARD AND SHAREHOLDERS MEETINGS

- 3.1 The Board and the committee(s) of the Board shall meet at least once every quarter and at least 4 (four) times a year, unless the Board decides different time intervals for meetings of the committees. At least 10 (ten) Business Days' notice of each Board (or committee of the Board) meeting shall be given prior to such meeting or such shorter period as the directors on the Board (or committee of the Board), including the Investor Director and the SGS Directors, may agree. The agenda for each Board (or committee of the Board) meeting and all agenda papers connected therewith and / or proposed to be placed or tabled before the Board (or committee of the Board) shall be circulated together with the notice for such meeting, and, no items, save and except those specified in the agenda, may be discussed at any Board (or committee of the Board) meeting, except with the Investors' Consent, SGS Shareholders' Consent and the unanimous consent of all the directors. Meetings of the Board (or committee of the Board) may be held at any place which has been designated in the notice of the meeting or at such place as may be approved by the Board (or committee of the Board).
- 3.2 The quorum for a meeting of the Board (or committee of the Board) shall be the presence of such number of directors as required under the Restated Articles and applicable Law, provided that the Investor Director or its alternate director, 1 (one) SGS Director or its alternate director and 1 (one) Promoter Director shall be present throughout the meeting in order to constitute quorum, unless otherwise agreed in writing in advance by the Investor Fund, the Second Promoter and the SGS Shareholders, as the case may be. If the quorum is not present, then the meeting shall be adjourned by 7 (seven) Business Days, to be held at the same place and time as the original meeting and at such adjourned meeting, the quorum requirement shall remain the same. If the quorum is not present even in the first adjourned meeting, then the meeting shall be adjourned by 7 (seven) Business Days and at such second adjourned meeting, the directors present shall form quorum.
- 3.3 No matter in relation to the items specified in clause 4 and **Schedule 1** (*Investor Reserved Matters*) and clause 5 and **Schedule 2** (*SGS Reserved Matters*) shall be included in the agenda without the Investors' Consent or the SGS Shareholders' Consent, as the case may be, which consent may be intimated to the Company in respect of such Reserved Matter within 7 (seven)

Business Days of the Investor Fund and the Investor Director or the SGS Shareholders and the SGS Directors, as the case may be, receiving the notice and acknowledging receipt thereof (the *Period*). In the event that the Investor Fund or the SGS Shareholders decide against the Reserved Matter item or fail to communicate their decision with respect to the Reserved Matter item within the Period, no action, discussion or voting on such Reserved Matter shall be taken up in respect of any of the Reserved Matters, whether at Board level, Shareholder level or otherwise. The Syrma Promoters shall not exercise any of their rights hereunder to prevent the Investor Fund and / or the SGS Shareholders from exercising their respective rights under this Agreement including their rights in clause 4 and **Schedule 1** (*Investor Reserved Matters*) and clause 5 and **Schedule 2** (*SGS Reserved Matters*).

- 3.4 Members of the Board or any committee thereof shall be entitled to participate in a meeting of the Board or such committee by means of telephone conference, video conference or similar communications equipment, provided the same is permitted by applicable Laws, by means of which all persons participating in the meeting can hear each other, and participation pursuant to this provision shall, if permitted by applicable Law, constitute presence in person at such meeting and shall, if permitted by applicable Law, also be counted for the purpose of constituting valid quorum.
- 3.5 Subject to applicable Law, no resolution shall be deemed to have been duly passed by the Board by circulation or written consent, unless the resolution has been circulated in draft, together with the information and documents required to make a fully-informed good faith decision with respect to such resolution, if any, to all the directors on the Board, at their usual address registered with the Company (whether in India or abroad) and delivery by post, email, courier or through such other means as may be permissible under applicable Law.
- 3.6 A meeting of the Shareholders shall be convened by serving at least 21 (twenty one) days' prior written notice, to all the Shareholders, with such notice being accompanied by an agenda setting out in reasonable detail the items of business proposed to be transacted thereat together with the necessary background and other information and / or supporting documents (including the text of the proposed resolutions) pertaining thereto, and an explanatory statement containing all relevant information relating to the agenda for the meeting of the Shareholders, provided that a meeting of the Shareholders may be convened by a shorter notice subject to applicable Law.
- 3.7 The quorum for a meeting of the Shareholders shall be the presence of such number of Shareholders as are required under applicable Law, provided that a representative of each of the Investors, the Second Promoter and the SGS Shareholders shall be present throughout the meeting in order to constitute quorum, unless otherwise agreed in writing in advance by the Investors, the Second Promoter or the SGS Shareholders, as the case may be. If such quorum is not present, then the meeting shall be adjourned by 7 (seven) Business Days, to be held at the same place and time as the original meeting and at that adjourned meeting, the quorum requirement will remain the same. If the quorum is not present even in the first adjourned meeting, then the meeting shall be adjourned by 7 (seven) Business Days and at such second adjourned meeting, the Shareholders present shall form quorum. It is clarified that no other matters, other than as set out in the agenda for the original meeting, shall be discussed at the adjourned meeting. It is further clarified that no matter in relation to the items specified in clause 4 and **Schedule 1** (*Investor Reserved Matters*) and clause 5 and **Schedule 2** (*SGS Reserved Matters*) shall be included in the agenda, without the Investors' Consent and the SGS Shareholders' Consent, respectively.
- 3.8 At a duly convened meeting of the Shareholders, the Shareholders shall vote on all matters that are taken up in accordance with this clause 3 on an As Converted Basis.

3.9 The Investors and the SGS Shareholders have the right to waive their presence for the quorum requirement, subject to the provisions of applicable Law.

3.10 The voting at a meeting of the Shareholders shall be by way of poll and not by a show of hands.

4. INVESTOR RESERVED MATTERS

4.1 Subject to clauses 13.1 and 13.3 (*Fall Away*), no action or decision (including any steps being commenced or taken for such action or decision) relating to any of the Investor Reserved Matters in **Schedule 1** (*Investor Reserved Matters*) with respect to the Company, shall be taken or given effect to or acted upon (whether by the Board, any director, any committee of the Board, the senior management or the Shareholders or any of the employees, officers or managers of the Company), unless the Investors' Consent is first obtained by the Company.

4.2 In the event that an action in relation to any Investor Reserved Matter is approved other than in accordance with the provisions of this clause 4, such action shall be deemed to be void.

4.3 The Parties agree to, upon the terms of this clause 4 being complied with in relation to the Investor Reserved Matters, obtain all necessary Board and Shareholder approvals and initiating such other actions, as may be required under applicable Law, to give effect to the Investor Reserved Matters.

4.4 The Parties agree that the principles set out in this clause 4 are fundamental to the governance of the Company and each Party undertakes not to commit any act or omission that would violate or prejudice the spirit and intent of this clause 4. If any other provision of this Agreement conflicts with the provisions of this clause 4, the provisions of this clause 4 shall prevail and be given effect.

5. SGS RESERVED MATTERS

5.1 Subject to clauses 13.2 and 13.3 (*Fall Away*), no action or decision (including any steps being commenced or taken for such action or decision) relating to any of the SGS Reserved Matters in **Schedule 2** (*SGS Reserved Matters*) with respect to the Company, shall be taken or given effect to or acted upon (whether by the Board, any director, any committee, the senior management or the Shareholders or any of the employees, officers or managers of the Company), unless the SGS Shareholders' Consent is first obtained by the Company.

5.2 In the event that an action in relation to any SGS Reserved Matter is approved other than in accordance with the provisions of this clause 5, such action shall be deemed to be void.

5.3 The Parties agree to, upon the terms of this clause 5 being complied with in relation to the SGS Reserved Matters, obtain all necessary Board and Shareholder approvals and initiating such other actions, as may be required under applicable Law, to give effect to the SGS Reserved Matters.

5.4 The Parties agree that the principles set out in this clause 5 are fundamental to the governance of the Company and each Party undertakes not to commit any act or omission that would violate or prejudice the spirit and intent of this clause 5. If any other provision of this Agreement conflicts with the provisions of this clause 5, the provisions of this clause 5 shall prevail and be given effect.

6. ENVIRONMENTAL AND SOCIAL ACTION PLAN

6.1 The Company shall implement and comply with the ESA Plan, as set out in **Schedule 6** (*ESA Plan*), and undertake the Business of the Company in material compliance with the applicable ESA Law.

- 6.2 The compliance with the ESA Plan and the applicable ESA Law shall be reviewed by a third party service provider on an annual basis, approved by the Investors. The Company shall also be subject to an environmental social governance audit on an annual basis thereafter (at any time, in each Financial Year), conducted by an independent auditor or an audit agency, approved by the Investors, in a form and manner satisfactory to the Investors.
- 6.3 Based on the findings of such third party service provider and / or the independent auditor / auditor agency, as the case may be, the ESA Plan shall be revised in a form and manner mutually agreed to by the Parties, if and to the extent deemed necessary by such third party service provider or the independent auditor / auditor agency, as the case may be, and the Company shall implement and comply with such revised ESA Plan, from time to time.
- 6.4 The Company shall notify the Investors and the SGS Shareholders, promptly and in any case within a maximum of 24 (twenty four) hours after becoming aware of the occurrence, of any social, labour, health and safety, security and / or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any materially adverse (a) social, labour, health and safety, security and / or environmental impact; and / or (b) impact on the implementation or operation of the Business in compliance with the ESA Plan and / or the applicable ESA Law, specifying in each case (i) the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise therefrom; and (ii) the measures that are taken and / or will be taken by the Company to address these issues and to prevent any similar event in the future (the *Safety Measures*). The Company is obliged to keep the Investors and the SGS Shareholders informed of the ongoing implementation of the Safety Measures. The Company shall, at all times, comply with the provisions of the ESA Plan and subject to clauses 6.1 – 6.3, undertake, on an annual basis, an external audit in respect of the issues identified pursuant to the adoption and implementation of the ESA Plan by the Company.
- 6.5 The Chief EHS Officer, as required to be appointed by the Company in accordance with the senior staffing plan, shall be responsible to ensure that, at all times, the Company:
- (a) is in compliance with applicable Laws relating to the environment, health and safety, human resources and labour;
 - (b) has obtained all approvals required under applicable Laws referred to in clause 6.5(a) and that such approvals are renewed from time to time and that the Company is in compliance with the terms and conditions of such approvals;
 - (c) is in compliance with this clause 6; and
 - (d) promptly undertakes the necessary corrective actions in the event of any non-compliance with applicable Laws referred to in this clause 6.5, as identified by the Company, the Governmental Authority or any other Person (including the Investors and the SGS Shareholders).

7. INFORMATION AND INSPECTION RIGHTS

- 7.1 The Company shall maintain true books of accounts and records of accounts in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with GAAP.
- 7.2 Subject to clause 13 (*Fall Away*), the Company shall provide to the Investors and the SGS Shareholders, the following information and documents with respect to the Company:

- (a) as soon as available, but in any event within 120 (one hundred and twenty) days after the end of each Financial Year of the Company, a copy of the audited financial statements (including the balance sheets and profit and loss account) of the Company as at the end of such Financial Year and the statements of income, statements of changes in Shareholders' equity and statements of cash flows of the Company for such Financial Year, all in reasonable detail and stating in comparative form the figures as at the end of and for the previous Financial Year;
- (b) as soon as available, but in any event not later than 20 (twenty) days after the end of each fiscal quarter, the unaudited financial statements (including the balance sheets and profit and loss account) of the Company as at the end of such quarter and the related unaudited statements of income, statements of changes in Shareholders' equity and statements of cash flows of the Company for such quarter, all in reasonable detail and stating in comparative form the figures as of the end of and for the comparable periods of the preceding Financial Year and budgeted figures for the period, approved by the chief financial officer of the Company; all such financial statements shall be complete and correct in all material respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein, except as stated therein;
- (c) as soon as available, but in any event within 20 (twenty) days after the end of each month, the management accounts of the Company;
- (d) copies of monthly management internal reports within 30 (thirty) days after the end of each month, summarizing progress against the annual budget, including (i) a comparison of the actual financial results and capital expenditures against the respective forecasts thereunder; (ii) the extent of progress made by the Company in relation to the targets set out for the development of its business; (iii) reports on key matters in relation to the employees of the Company; (iv) reports on key compliances in respect of Environmental Law, Social Laws and other matters which are important for the governance of the Company (including under the ESA Plan and the applicable ESA Law), along with any significant operational issues faced by the Company; and (v) details such as the orderbook and pipeline of the business, in order to provide a predictive analysis of the business;
- (e) copies of internal monthly MIS, within 20 (twenty) days after the end of each month, the format of which shall be decided with the Company's accountant or chief financial officer;
- (f) all the minutes of the meetings of the Board, Shareholders and committees of the Board and the information and documents tabled at such meetings, within 20 (twenty) days from the date of the minutes of such meeting being finalized;
- (g) copies of any management, audit or investigative reports commissioned by the Company, promptly, but in any event within 20 (twenty) days of such reports being available;
- (h) copies of (i) any show cause notices received by the Company from any Governmental Authority; (ii) requisitions from any Governmental Authority for production of any information / documents by the Company; (iii) any filings made by the Company with any Governmental Authority, not being in the Ordinary Course of Business, promptly, but in any event within 20 (twenty) days of receipt of such notices, requisition and filings; and / or (iv) all correspondence with any Governmental Authority, within 20 (twenty) days after the end of each fiscal quarter;

- (i) information of any event which could have, or result in, a Material Adverse Effect, and such further explanations thereon as the Investors and / or the SGS Shareholders may request, promptly, but in any event within 5 (five) days of the occurrence of such an event;
- (j) notices together with relevant details of any pending and threatened Litigation involving the Company against any Person, and claims against the Company by any Person, promptly, but in any event within 5 (five) days of the occurrence of such an event;
- (k) if any proceedings are initiated by or against the Company under the provisions of the Insolvency and Bankruptcy Code, 2016, including any application filed for the initiation of the corporate insolvency resolution process, promptly, but in any event within 3 (three) Business Days of the knowledge of the occurrence of such proceedings;
- (l) notice of execution or termination of any Contract having a value equal to or greater than INR 10,000,000 (Rupees ten million) per annum, and not being in the Ordinary Course of Business, promptly, but in any event within 5 (five) days of such notices being sent or received by the Company, unless such information is required to be provided as part of the monthly MIS of the Company under clause 7.2(e) above;
- (m) notice of appointment, termination of employment and / or resignation of any Key Managerial Personnel of the Company, promptly, but in any event within 5 (five) days of such an event, unless such information is required to be provided as part of the monthly MIS of the Company under clause 7.2(e) above;
- (n) all the customer specific data and other confidential customer information of the Company (subject to maintenance of secrecy and in accordance with the terms of confidentiality agreed with such customer in writing), periodically in a format as mutually agreed between the Parties in writing; and
- (o) such other financial and accounting information of the Company as the Investors and / or the SGS Shareholders may reasonably request from time to time.

7.3 Notwithstanding the foregoing, the Company shall provide the Investors and the SGS Shareholders with copies of internal monthly MIS, unaudited financial statements (including the balance sheets and profit and loss account) on a quarterly basis and the annual report for every Financial Year, as long as the Investors and / or the SGS Shareholders continue to remain Shareholders in the Company. It is hereby clarified that no customer specific data or other confidential customer information of the Company shall be provided to the Investors and /or the SGS Shareholders if the aggregate shareholding of the Investors and / or the SGS Shareholders and their respective Affiliates falls below 5% (five per cent.) and 7.5% (seven point five per cent.), respectively, in accordance with clause 13 (*Fall Away*).

7.4 The Investor Director and the SGS Directors shall have access to any and all information that any other directors on the Board are entitled to receive.

Inspection and Audit Rights

7.5 Subject to clause 13 (*Fall Away*), the Investor Fund and the SGS Shareholders shall also be entitled to inspection and visitation rights in respect of the Company at the Company's expense provided that such right is exercised once in a Financial Year. The Company shall, subject to 3 (three) Business Days prior notice to the Company and during Working Hours, permit the employees or authorized representatives of the Investor Fund or the SGS Shareholders, as the case may be, including professional advisors, accountants and / or legal counsel of the Investor

Fund's or the SGS Shareholders' choice, as the case may be, to visit and inspect the premises and properties of the Company, to examine and to discuss the affairs, finances, accounts, budget and operations of the Company, if any, with its directors, Key Managerial Personnel, senior management, officers, employees, accountants, auditors, lawyers and bankers, and the Company shall promptly provide any and all reasonable assistance requested by the Investor Fund or the SGS Shareholders, as the case may be, in connection therewith. It is clarified that if the Investor Fund or the SGS Shareholders, as the case may be, exercise their inspection and visitation rights in respect of the Company more than once in a Financial Year, such rights shall be exercised at the Investor Fund's or the SGS Shareholders' expense, as the case may be.

- 7.6 The Investor Fund and the SGS Shareholders shall be entitled to share information received in accordance with this clause 7 with their respective Affiliates, subject to such Affiliates agreeing to treat such information as confidential in accordance with clause 19 of this Agreement.

8. INTEGRATION AND OPERATIONAL MATTERS COMMITTEE

- 8.1 Pursuant to the Closing and with effect from the Closing Date, to enable the smooth and uninterrupted transition, integration and continuation of the business of the Company and to provide overall support and guidance to the management of the Company, the Parties hereby agree and undertake that the SGS Shareholders shall work together with the Syrma Promoters and the management of the Company on each of the operational matters, set out in **Schedule 5** (*Operational Matters*), until such time the SGS Shareholders hold executive positions in the Company and thereafter, at their sole discretion.

- 8.2 For this purpose, the Parties agree that an Integration and Operational Matters Committee (the *Operational Committee*) will be constituted, which shall at all times consist of (a) 2 (two) representatives of the Syrma Promoters (the *Promoter Committee Members*) and 1 (one) such representative shall always be the First Promoter, provided that the First Promoter is not incapable of performing his duties as a Promoter Committee Member, due to (i) applicable Law; (ii) any incapacity; (iii) illness; or (iv) any other personal exigency; and (b) 2 (two) representatives of the SGS Shareholders (the *SGS Committee Members*). The Operational Committee shall be a committee of the SGS Shareholders and the Syrma Promoters, as Shareholders, and it shall not be a committee / sub-committee of the Board.

The Promoter Committee Members and the SGS Committee Members shall hereinafter be referred to collectively as the *Operational Committee Members* and individually as the *Operational Committee Member*.

Role of the Operational Committee

- 8.3 The Operational Committee shall, in good faith and in the best interests of the Company (a) review, consider, deliberate and analyze the Operational Matters; (b) take decisions regarding the implementation of the Operational Matters, as it deems fit; and (c) provide recommendations on such Operational Matters to the Board, for its consideration and approval.

Meetings of the Operational Committee

- 8.4 The meetings of the Operational Committee shall be held at such regular intervals as may be mutually decided by the Operational Committee Members. The quorum for a meeting of the Operational Committee shall require the presence of at least 1 (one) Promoter Committee Member and 1 (one) SGS Committee Member. The Operational Committee may invite executives and members of the management and operational teams of the Company, as it deems appropriate, to be present at its meetings. For the avoidance of doubt, it is expressly clarified that

such executives and members of the management and operational teams of the Company, shall not have a right to vote at such meetings.

- 8.5 The meetings shall be held at the registered office of the Company or such other place as may be mutually agreed by the Operational Committee Members. The Operational Committee Members shall be entitled to participate in such meetings by means of telephone conference, video conference or similar communications equipment by means of which all persons participating in the meetings can hear each other. The quorum as provided in clause 8.4 shall apply for all such meetings and shall be present throughout such meetings.
- 8.6 At least 7 (seven) Business Days' (or such shorter period as may be approved in writing by each of the Operational Committee Members) written notice shall be given to each Operational Committee Member for each meeting, setting out the agenda for the meeting in reasonable detail and attaching the relevant documents to be discussed at the meeting, together with all the relevant data and information relating to the Operational Matters to be discussed at the meeting. It is hereby expressly clarified that no items, save and except those specified in the agenda, shall be discussed at such meeting.
- 8.7 A meeting may also be requisitioned by an Operational Committee Member, in accordance with the notice and other requirements set out in this clause 8. Any Operational Committee Member who wishes to include any Operational Matter on the agenda for any meeting may do so by communicating (in writing) with the Operational Committee Members sufficiently in advance of the meeting (and at all times in accordance with the written notice requirements provided in clause 8.6 above), so as to ensure timely dissemination of information with respect to the items specified in the agenda, to all the Operational Committee Members.
- 8.8 In the event that no quorum (as required under clause 8.4 above) is present within half hour of the appointed time for any meeting of the Operational Committee, such meeting shall be adjourned by a period of 7 (seven) days, at the same time and venue, or if that day is not a Business Day, to the succeeding Business Day. Unless the quorum is present on the day to which such meeting is adjourned, the meeting shall be adjourned to such other day as may be agreed by the Operational Committee Members.
- 8.9 The minutes of each meeting of the Operational Committee shall be prepared and the draft minutes shall be shared with the Operational Committee Members within 15 (fifteen) days of the meeting. The Operational Committee Members shall provide comments (if any) on the minutes of the meeting promptly but no later than 7 (seven) days of receipt of the minutes. If no comments are provided by an Operational Committee Member within the aforementioned period of 7 (seven) days, the minutes shall be deemed to be accepted by the relevant Operational Committee Member. All comments made by any Operational Committee Member on the minutes of the meeting shall be recorded in the minutes to the satisfaction of the relevant Operational Committee Member making such comments. The minutes shall be signed and dated by all the Operational Committee Members and records of such signed minutes shall be kept by the Company. The Operational Committee Members shall be entitled, free of charge, to certified copies of the minutes or any resolution(s) passed at the Operational Committee meetings.

Decision on Operational Matters

- 8.10 The decision on any Operational Matter shall be taken with the mutual consensus of all the Operational Committee Members. The decision so taken by the Operational Committee shall then be presented and recommended to the Board for its consideration and approval subject however to the other provisions of this Agreement including clause 4 and **Schedule 1** (*Investor Reserved Matters*) and clause 5 and **Schedule 2** (*SGS Reserved Matters*). For the avoidance of doubt, it is hereby clarified that a decision which has been once approved by the Operational Committee

Members, the Promoter Committee Members and the SGS Committee Members shall not have the right to re-visit their decisions at the meetings of the Board or the Shareholders.

8.11 The Parties hereby acknowledge and agree that no matter other than the Operational Matters shall be taken up or discussed at any meeting of the Operational Committee.

8.12 Any matter presented or recommended to the Board by the Operational Committee shall be decided by the Board in the manner as provided in clause 3 of this Agreement. For the avoidance of doubt, it is hereby clarified that any Operational Matter approved by the Operational Committee shall only be binding on the Company once it has been approved by the Board or the Shareholders, as the case may be, in accordance with this Agreement. It is further clarified that nothing in this clause 8, shall affect or dilute other rights of the Syrma Promoters and / or the SGS Shareholders under this Agreement including the SGS Shareholders' rights relating to clause 5 (*SGS Reserved Matters*).

9. EXERCISE OF RIGHTS BY PARTIES

9.1 Without prejudice to the other provisions of this Agreement, the Parties shall exercise all powers and rights available to them (including their voting rights and their rights as and in respect of directors and Shareholders) to give full effect to the provisions of this Agreement and so as to procure and ensure that the provisions of this Agreement and each agreement ancillary hereto, are complied with in all respects by the Parties and their Affiliates, as may be required.

10. PRE-EMPTIVE RIGHTS

10.1 If the Company proposes to seek further investment by issuing additional convertible Securities or Equity Shares (*Further Issue Securities*), or if the Syrma Promoters propose to invest in Further Issue Securities of the Company, after the Closing Date except for any issuance pursuant to the Company's employee stock option plan / ESIP-1, in accordance with the articles of association of the Company and this Agreement (each such issue being a *Further Issue*), the Investors and the SGS Shareholders (the *Eligible Shareholders*) shall, subject to applicable Law, have a pre-emptive right to subscribe to such Further Issue, for up to the Relevant Proportion of their respective shareholding in the Company. Further, notwithstanding the Relevant Proportion, the Eligible Shareholders shall also be entitled to subscribe for any number of Securities of such Further Issue, which remains unsubscribed by the Syrma Promoters, other Eligible Shareholders and / or a third party. Such subscriptions shall be on the same terms and conditions as the Further Issue. The Eligible Shareholders may, at their option, agree to subscribe to such Securities entirely or in part, either by themselves and / or through any of their Affiliates, or waive the exercise of their pre-emption right in respect of such Further Issue.

10.2 If the Company proposes a Further Issue, it shall provide a written notice to the Eligible Shareholders setting out the terms of the Further Issue including the issue price per Further Issue Security (the *Pre-Emption Notice*). Upon receipt of the Pre-Emption Notice, the Eligible Shareholders shall be entitled to subscribe to such number of Securities calculated in accordance with clause 10.1 and in accordance with the Pre-Emption Notice. The pre-emptive rights of the Eligible Shareholders shall be exercisable within 60 (sixty) Business Days of the receipt of the Pre-Emption Notice or such other period as may be mutually agreed between the Syrma Promoters and the Eligible Shareholders in writing (the *Pre-Emption Offer Period*). If the Eligible Shareholders agree to subscribe to some but not all of the number of Securities offered in the Pre-Emption Notice, the Company shall offer such remaining Securities on the same terms to the other Eligible Shareholders immediately following the completion of the Pre-Emption Offer Period, and such offer shall remain open to such other Eligible Shareholders for a further period of 30 (thirty) days from the date of completion of the Pre-Emption Offer Period (the *Extended Pre-Emption Offer Period*). If the Eligible Shareholders agree to subscribe to all or

some of the Further Issue Securities that they are entitled to under clause 10.1, then the Eligible Shareholders shall deliver a written notice to the Company (the ***Pre-Emption Acceptance Notice***) within the Pre-Emption Offer Period, setting out the number of Further Issue Securities that they wish to subscribe to.

- 10.3 The Company shall (and the Shareholders shall procure that the Company shall) issue and allot the Further Issue Securities to the Eligible Shareholders within 15 (fifteen) days from the date of the Pre-Emption Acceptance Notice, or such extended period as may be mutually agreed, in writing, by the Eligible Shareholders and the Syrma Promoters.
- 10.4 Subject to clauses 4 (*Investor Reserved Matters*), 5 (*SGS Reserved Matters*) and 12 (*Protective Rights*), the Company shall be entitled to allot Securities to a third party, pursuant to clause 10.2, which allotment shall be completed within 30 (thirty) days of (a) the receipt of a communication in writing from the Eligible Shareholders of their decision not to exercise their pre-emptive rights under the Pre-Emption Offer Period or the Extended Pre-Emption Offer Period; or (b) the expiry of the Pre-Emption Offer Period or the Extended Pre-Emption Offer Period, whichever is earlier.
- 10.5 Upon expiry of the Pre-Emption Offer Period or the Extended Pre-Emption Offer Period referred to in clause 10.2 above, the Company shall not issue any Securities to such third party, without again complying with the requirements of this clause 10.

11. ANTI-DILUTION

- 11.1 The Company shall not issue any Equity Shares or convertible Securities, except for any issuance pursuant to the Company's employee stock option plan / ESIP-1, to any Person at a price which (including upon conversion) is lower than the highest effective price of the Investor Preference Shares held by the Investors, without the Investors' Consent. The Investors may waive their rights under this clause 11.1, in writing, such waiver being binding on the Parties.
- 11.2 Notwithstanding the above and subject to clause 12 (*Protective Rights*) and the exceptions set out in clause 11.1 above, in the event that, at any time, the Company issues any Equity Shares, or any rights, options, warrants, appreciation rights or instruments entitling the holder to receive any Equity Shares to be issued by the Company, or any options or rights to subscribe for, Securities, by their terms convertible into or exchangeable for Equity Shares (***Dilution Instruments***) at any time to any Person at a price which (including upon conversion) is lower than the highest effective price of the Investor Preference Shares held by the Investors, then the Investors' investment in the Company shall be deemed to be at such lower valuation and the Company, the Syrma Promoters and the SGS Shareholders shall do all acts necessary to ensure that the Investors' shareholding in the Company is adjusted accordingly in the manner and to the fullest extent permitted under applicable Law.
- 11.3 Such adjustment may, at the option of the Investors, be by way of issuance of Dilution Instruments to the Investors at the lowest price permissible under applicable Law, such that the average price paid by the Investors reduces to the price paid by such Person.
- 11.4 In the event that the rights provided in clauses 11.1 to 11.3 are not permissible or enforceable under applicable Law due to the restrictions provided in applicable pricing guidelines, the Parties shall use their best efforts to mutually agree on a satisfactory alternate mechanism as permissible under applicable Law to ensure that the Investors have been placed in a position as similar as possible had these rights been enforceable under applicable Law.
- 11.5 Unless otherwise agreed by the Investors in writing pursuant to clause 4, the Company shall ensure that the aggregate percentage of Investor Preference Shares in the Company, on a Fully

Diluted Basis, shall not reduce, upon any action of stock split, stock dividend and corporate re-organization.

- 11.6 Unless otherwise agreed by the SGS Shareholders in writing pursuant to clause 5, the Company shall ensure that the aggregate percentage of Securities held by the Shareholders including the SGS Shareholders in the Company, on a Fully Diluted Basis, shall not reduce, upon any action of stock split, stock dividend and corporate re-organization.

12. PROTECTIVE RIGHTS

- 12.1 The Investors and the SGS Shareholders shall be entitled to renounce any of the Securities offered to them under clause 10, in favour of one or more of their Affiliates (subject to such Affiliate(s) executing a Deed of Adherence), without the prior written consent of the other Parties but with prior written intimation to the Company.
- 12.2 Notwithstanding anything contained elsewhere in this Agreement, no Person shall be granted rights which, in the opinion of the Investor Fund and the SGS Shareholders, are more favourable than the rights accorded to the Investor Fund and the SGS Shareholders under this Agreement, nor shall such Person be granted rights which would (a) affect the ability of the Investors and the SGS Shareholders to exercise any of their rights under any of the Transaction Documents; or (b) affect the ability of the Company, the Syrma Promoters, the Investors and the SGS Shareholders to perform their obligations under any of the Transaction Documents.
- 12.3 The Company shall ensure that to the extent permissible under applicable Law, the Investors and the SGS Shareholders shall not be considered or classified to be a 'promoter' of the Company under applicable Laws for any reason whatsoever and that the Securities held by the Investors and the SGS Shareholders are not subject to any restriction on Transfer or otherwise (including that of lock-in or other restrictions) which are applicable to promoters under any applicable Law, including regulations by Securities and Exchange Board of India from time to time.
- 12.4 Notwithstanding anything contained in this Agreement to the contrary, all the rights of the Investors and the SGS Shareholders under this Agreement shall extend to the Subsidiaries of the Company to the extent applicable. For the avoidance of doubt, it is hereby clarified that the SGS Shareholders and the Investors shall have rights pursuant to this clause 12.4 with respect to all Subsidiaries existing as on the Closing Date and / or created after the Closing Date.
- 12.5 The Parties agree that wherever covenants, undertakings, obligations, liabilities and / or duties of the Primary Promoters are referred to under this Agreement, no such covenants, undertakings, obligations, liabilities and / or duties shall be imposed or created on (a) the Third Promoter or her Relatives, family members, descendants or legal heirs; and (b) the Relatives, family members, the descendants or legal heirs of the First Promoter, in each case whether by operation of law or otherwise.
- 12.6 The Parties agree that wherever covenants, undertakings, obligations, liabilities and / or duties of the SGS Shareholders are referred to under this Agreement, no such covenants, undertakings, obligations, liabilities and / or duties shall be imposed or created on the Relatives, family members, the descendants or legal heirs of the SGS Shareholders, in each case, whether by operation of law or otherwise.
- 12.7 The Company intends to implement an Employee Stock Incentive Plan-1 (the *ESIP-1*). The Board has accorded an in-principle approval to implement the ESIP-1 to reward loyalty and past performance of the employees of the Company (for the purposes of clarity, it shall not include any employees of SGS Tekniks). The ESIP-1 shall be prepared in compliance with the applicable provisions of the Companies Act. The Company intends to create a share pool for the ESIP-1 to

the extent of 2.5% (two point five per cent.) of equity share capital of the Company as if it had been issued on the date of execution of the Shareholders' Agreement (equity capital before the date of Closing) up to 18,282 (Eighteen thousand two hundred and eighty two) Equity Shares. Such Equity Shares may be subject to a lock-in period, if any, as prescribed under the ESIP-1 by the Board. The stock option under the ESIP-1 shall be issued, at the discretion of the of the First Promoter to the employees of the Company who satisfy the eligibility criteria determined by the Board. If the ESIP-1 comprises a fresh issuance of Equity Shares and if the Investor Shares consist of Investor Preference Shares, the Conversion Ratio (as defined in the SAG Subscription Agreement) shall be adjusted appropriately for the Investor Preference Shares so as to convert into, subject to applicable Law, such number of Equity Shares as would entitle the Investors to the same percentage of share capital of the Company, calculated on a Fully Diluted Basis on the Closing Date (as defined in the SAG Subscription Agreement) as if the issuance pursuant to the ESIP-1 had occurred and the entire share pool referred to above had been created prior to the Closing Date (as defined in the SAG Subscription Agreement); for the avoidance of doubt and by way of an illustration, assuming there is no share split or similar corporate reorganization prior to conversion in the manner set out under Schedule 7 (*Terms of the Investor Preference Shares*) of the SAG Subscription Agreement, upon the issuance of all of the Equity Shares pursuant to, and comprising the ESIP-1, the Conversion Ratio (as defined in the SAG Subscription Agreement) for the Investor Preference Shares i.e., each CCPS (as defined in the Subscription Agreement) converting into Equity Shares on a 1:1 (one:one) basis shall be appropriately adjusted with not more than 2,669 (two thousand six hundred and sixty nine) additional Equity Shares to be issued upon the conversion of all of the Investor Preference Shares.

- 12.8 The Company and the Syrma Promoters intend to remove and withdraw the personal guarantees and corporate guarantees (together the **Guarantees**) given by the Syrma Promoters, their Affiliates and other Persons for any lending obtained by the Company. The Parties agree that such withdrawal / removal of the Guarantees, shall not require the Company or the Syrma Promoters to obtain any consents from the other Shareholders or their nominee directors, for negotiations, finalising any arrangements or executing any agreements with the lenders. Further, the Parties agree that the other Shareholders and their nominee directors will support the Company and the Syrma Promoters in this regard and, if required under applicable Law, vote in a manner to ensure that the Guarantees are removed / withdrawn in the manner contemplated herein, provided that, in the event of such removal or withdrawal, if the Company is required to refinance or replace any of its existing lending facilities, such new facilities shall be in the best interest of the Company and the Business.

13. FALL AWAY

- 13.1 In the event the aggregate shareholding of the Investors and their Affiliates falls below 5% (five per cent.) of the share capital of the Company, calculated on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company), directly as a result of Transfers of Securities held by the Investors and their Affiliates, the following rights of the Investors under this Agreement, shall automatically terminate:

- (a) Right to appoint an Investor Director and an Investor Observer, pursuant to clauses 2.1 and 2.11, respectively;
- (b) Rights in relation to Investor Reserved Matters, pursuant to clause 4 and **Schedule 1** (*Investor Reserved Matters*);
- (c) Right to have access to information of the Company, pursuant to clause 7.3;
- (d) Inspection and visitation rights in respect of the Company, pursuant to clause 7.5;

- (e) Investors' right of restrictions on the Transfer of Securities held by the Syrma Promoters and the SGS Shareholders pursuant to clauses 14.1 – 14.17, without prejudice to the Investors' rights under clauses 14.36 – 14.45 (*Investors' Tag Along Rights*), but subject to clause 14.10;
 - (f) Right to require the Company and the Primary Promoters to provide an exit to the Investors, pursuant to clause 17;
 - (g) Investors' right of restrictions on the non-compete and non-solicit obligations of the Syrma Promoters and the SGS Shareholders, pursuant to clause 18; and
 - (h) Right to require the SGS Shareholders to Transfer Additional Sale Securities under clause 17.17 pursuant to a Trade Sale.
- 13.2 In the event the aggregate shareholding of the SGS Shareholders and their Affiliates falls below 7.5% (seven point five per cent.) of the share capital of the Company, calculated on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company), directly as a result of Transfers of Securities held by the SGS Shareholders and their Affiliates, the following rights of the SGS Shareholders under this Agreement, shall automatically terminate:
- (a) Right to appoint an SGS Director and an SGS Observer, pursuant to clauses 2.3 and 2.11, respectively;
 - (b) Rights in relation to SGS Reserved Matters, pursuant to clause 5 and **Schedule 2** (*SGS Reserved Matters*);
 - (c) Right to have access to information of the Company, pursuant to clause 7.3;
 - (d) Inspection and visitation rights in respect of the Company, pursuant to clause 7.5;
 - (e) Rights in relation to the Operational Matters, pursuant to clause 8.1 and **Schedule 5** (*Operational Matters*);
 - (f) SGS Shareholders' right of restrictions on the Transfer of Securities held by the Syrma Promoters pursuant to clauses 14.1 and 14.2, without prejudice to the SGS Shareholders' rights under clauses 14.36 – 14.45 (*SGS Shareholders' Tag Along Rights*); and
 - (g) Right to require the Company and the Primary Promoters to provide an exit to the SGS Shareholders, pursuant to clause 17.
- 13.3 For the avoidance of doubt, the Parties hereby agree and undertake that if the aggregate shareholding of (a) the Investors and their Affiliates falls below 5% (five per cent.) of the share capital of the Company, calculated on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company); and (b) the SGS Shareholders and their Affiliates falls below 7.5% (seven point five per cent.), calculated on a Fully Diluted Basis, (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company), directly as a result of a fresh issuance of Securities (whether by way of preferential allotment or rights issue by the Company or otherwise), the rights of the Investors and the SGS Shareholders mentioned above in clauses 13.1 and 13.2 shall not be affected by such dilution in the aggregate shareholding of the Investors and their Affiliates and the SGS Shareholders and their Affiliates.

14. TRANSFER OF SECURITIES

Transfers of Securities by the Syrma Promoters

- 14.1 The following Transfers of Securities (*Permitted Promoter Transfers*) may be undertaken by the Syrma Promoters, without the Investors' Consent and the SGS Shareholders' Consent:
- (a) any *inter-se* Transfers amongst the Syrma Promoters or to their respective Affiliates or Relatives for the purposes of estate planning, upon 30 (thirty) days' prior written notice to the Investors and the SGS Shareholders provided that the Control, at all times, remains with the Syrma Promoters, and in the event such Transfers are made to a trust, the beneficiaries of such trust shall be the Syrma Promoters or their respective Affiliates or Relatives subject to the execution of a Deed of Adherence by the transferee in accordance with clause 14.48, in each such case; or
 - (b) subject to clause 13 (*Fall Away*), any Transfer by the Syrma Promoters (in single or multiple tranches) up to 4% (four per cent.) of their aggregate shareholding on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company) as on the date of execution of this Agreement to any Person, provided that the Investors and the SGS Shareholders are provided with a right of first refusal in relation to such Transfer in the manner set out in clauses 14.12 – 14.17.

For the avoidance of doubt, it is hereby clarified that the Permitted Promoter Transfers shall not absolve the Syrma Promoters of any of their duties, obligations and responsibilities (to the extent applicable) under this Agreement or the Transaction Documents, and they shall continue to be bound by their obligations under this Agreement and the Transaction Documents in accordance with the terms hereof and thereof. It is further clarified that the third party transferees pursuant to the Permitted Promoter Transfers under clause 14.1(b) above shall not have any obligations of the Syrma Promoters hereunder and shall not enter into a Deed of Adherence except that such third party transferees shall be obliged to participate in the sale of their Securities along with the Transfer of Securities held by the Syrma Promoters in a Strategic Sale or Trade Sale, pursuant to clause 17 (*Exit Rights*), and such other terms as may be agreed between the Syrma Promoters and such third party transferees.

- 14.2 Subject to clauses 13.1 and 13.3 (*Fall Away*), no Transfer of the Securities held by the Syrma Promoters, other than the Permitted Promoter Transfers in the manner set out above in clause 14.1, without both the Investors' Consent as well as the SGS Shareholders' Consent.

Transfers of Securities by the SGS Shareholders

- 14.3 The following Transfers of Securities (*Permitted SGS Transfers*) may be undertaken by the SGS Shareholders, without the Investors' Consent and the consent of the Syrma Promoters:
- (a) any *inter-se* Transfers amongst the SGS Shareholders or to their respective Affiliates or Relatives for the purposes of estate planning, upon 30 (thirty) days' prior written notice to the Investors and the Syrma Promoters provided that in the event such Transfers are made to a trust, the beneficiaries of such trust shall be the SGS Shareholders or their respective Affiliates or Relatives, subject to the execution of a Deed of Adherence by the transferee in accordance with clause 14.48, in each such case; or
 - (b) subject to clauses 13.1 and 13.3 (*Fall Away*), any Transfer by the SGS Shareholders (in single or multiple tranches) up to 4% (four per cent.) of their aggregate shareholding on a Fully Diluted Basis as on the Closing Date to any Person (other than a Competitor)

provided that the Investors and the Syrma Promoters are provided with a right of first refusal in relation to such Transfer in the manner set out in clauses 14.12 – 14.17.

For the avoidance of doubt, it is hereby clarified that the Permitted SGS Transfers shall not absolve the SGS Shareholders of any of their duties, obligations and responsibilities (to the extent applicable) under this Agreement or the Transaction Documents, and they shall continue to be bound by their obligations under this Agreement and the Transaction Documents in accordance with the terms hereof and thereof. It is further clarified that the third party transferees pursuant to the Permitted SGS Transfers under clause 14.3(b) above shall not have any obligations of the SGS Shareholders hereunder, whether or not at the SGS Shareholders' discretion a Deed of Adherence is entered into, except that such third party transferees shall be obliged to participate in the sale of their Securities along with the Transfer of Securities by the SGS Shareholders in a Strategic Sale or Trade Sale, pursuant to clause 17 (*Exit Rights*), and such other terms as may be agreed between the SGS Shareholders and such third party transferees. Such third party transferee shall be subject to the same rights and restrictions as applicable to the SGS Shareholders with respect to Transfer of Securities to any Competitor.

- 14.4 Subject to clauses 13.1 and 13.3 (*Fall Away*) and clause 17.17, the SGS Shareholders shall not be entitled to Transfer any or all of their Securities, other than (a) the Permitted SGS Transfers in the manner set out above in clause 14.3; and / or (b) pursuant to an IPO and Strategic Sale in accordance with clause 17 (*Exit Rights*), prior to the expiry of 90 (ninety) months from the Closing Date (the aforesaid period is referred to as **SGS Lock-in Period**), without the Investors' Consent. If during the SGS Lock-in Period, the SGS Shareholders have obtained the Investors' Consent for Transfer of Securities, then the SGS Shareholders shall be free to Transfer any or all of their Securities subject to the Syrma Promoters being provided with (a) a right of first offer in relation to a Transfer made to any Person (other than a Competitor) in the manner set out in clauses 14.23 – 14.26; or (b) a right of first refusal in relation to a Transfer made to a Competitor in the manner set out in clauses 14.31 – 14.35.
- 14.5 Notwithstanding anything provided in this Agreement to the contrary but subject to clauses 14.6 – 14.10, upon the earlier of (a) the expiry of the SGS Lock-in Period; and (b) the Investors ceasing to be Shareholders of the Company anytime between 78 (seventy eight) months from the Closing Date and the SGS Lock-in Period, the SGS Shareholders shall be entitled to freely Transfer any or all of the Securities (either in single or multiple tranches) held by the SGS Shareholders without any restrictions whatsoever (including without obtaining the Investors' Consent, consent of the Syrma Promoters and the consent of the Company), to any Person (including, without limitation, whether or not an Affiliate of the SGS Shareholders or any third party, whether or not at the SGS Shareholders' discretion a Deed of Adherence is entered into with such Person), except in case where the Transfer is to a Person who is a Competitor, in which case, the Syrma Promoters shall be given the right of first offer in the manner set out in clauses 14.6 – 14.9 below, and such Competitor shall not be entitled to any exit rights under clause 17 (*Exit Rights*).

Syrma Promoters' Right of First Offer on the Expiry of the SGS Lock-in Period

- 14.6 In the event that any of the SGS Shareholders (and their respective Affiliate(s)) propose to Transfer (whether directly or indirectly) any or all of the Securities held by the relevant SGS Shareholders (whether in single or multiple tranches) pursuant to clause 14.5 (**Post Lock-in ROFO Shares**), the SGS Shareholders shall promptly notify such proposed Transfer of the Post Lock-in ROFO Shares to the Syrma Promoters by sending a written notice (the **Post Lock-in ROFO Notice**) indicating the total number of the Post Lock-in ROFO Shares that are proposed to be Transferred.
- 14.7 On receipt of the Post Lock-in ROFO Notice by the Syrma Promoters as set out in clause 14.6 above, the Syrma Promoters, their Affiliates and / or their nominees shall be entitled to offer to

purchase all (and not less than all) of the Post Lock-in ROFO Shares by a notice in writing (the **Post Lock-in ROFO Response Notice**) to be issued within 30 (thirty) days from the date of receipt of the Post Lock-in ROFO Notice by the Syrma Promoters (the **Post Lock-in ROFO Period**), such Post Lock-in ROFO Response Notice shall indicate the offer price per Post Lock-in ROFO Shares (**Post Lock-in ROFO Shares Price**) at which the Syrma Promoters propose to purchase them.

- 14.8 In the event that the Syrma Promoters deliver a Post Lock-in ROFO Response Notice, within 15 (fifteen) days of receipt of the Post Lock-in ROFO Response Notice, the SGS Shareholders may either accept or reject the Post Lock-in ROFO Shares Price by delivering a notice in writing to the Syrma Promoters (the **Post Lock-in ROFO Acceptance Notice**). Where the SGS Shareholders deliver the Post Lock-in ROFO Acceptance Notice, the Syrma Promoters shall complete the Transfer of the Post Lock-in ROFO Shares within a period of 30 (thirty) days from the date of such Post Lock-in ROFO Acceptance Notice or such extended period as may be mutually agreed between the SGS Shareholders and the Syrma Promoters. In case the SGS Shareholders do not deliver the Post Lock-in ROFO Acceptance Notice or communicate their rejection of the Post Lock-in ROFO Price, within the aforementioned period of 15 (fifteen) days, or the Syrma Promoters do not respond with the Post Lock-in ROFO Response Notice, the SGS Shareholders shall be entitled to Transfer the Post Lock-in ROFO Shares pursuant to clause 14.5 to a Person at a price which is not less than the Post Lock-in ROFO Price. The Company and the Syrma Promoters shall co-operate in good faith to obtain all consents and approvals that may be required for acquisition of the Post Lock-in ROFO Shares. The Company and the Syrma Promoters shall render all reasonable assistance necessary, including providing access to legal and financial due diligence of the Company, to expeditiously complete the acquisition of the Post Lock-in ROFO Shares in accordance with clauses 14.6 – 14.10.
- 14.9 Where the Syrma Promoters require any prior governmental, regulatory or shareholder consent under applicable Law for acquiring the Post Lock-in ROFO Shares pursuant to this Agreement, then, notwithstanding any other provision of this Agreement, the Syrma Promoters shall be obliged to acquire the Post Lock-in ROFO Shares when such consent or approval is obtained, and the Parties shall use their reasonable endeavours to obtain any such required approvals.
- 14.10 Upon expiry of the SGS Lock-in Period, the Parties agree and undertake that the Investors shall have the right but not an obligation to Transfer such number of Securities of the Company held by the Investors specified by the SGS Shareholders, in the Relevant Proportion of Securities Transferred by the SGS Shareholders on identical terms as the SGS Shareholders in accordance with clauses 14.36 – 14.45 (the Investors shall be referred to as **Tag Transferee** and the SGS Shareholders shall be referred to as **Tag Transferor**, for the purposes of this clause), provided the Investors' rights under clauses 14.36 – 14.45 (*Investors' Tag Along Rights*) against the SGS Shareholders shall automatically terminate, if as on the expiry of the SGS Lock-in Period, the aggregate shareholding of the Investors and their Affiliates is below 5% (five per cent.) of the share capital of the Company, calculated on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company) or at any time after the SGS Lock-in Period, falls below 5% (five per cent.) of the share capital of the Company, calculated on a Fully Diluted Basis (other than as given to term loan and working capital lenders of the Company with respect to Indebtedness of the Company), directly as a result of Transfers of Securities held by the Investors and their Affiliates and not on account of any fresh issuance of Securities (whether by way of preferential allotment or rights issue by the Company) which results in dilution in the aggregate shareholding of the Investors in the Company. For the avoidance of doubt, it is hereby clarified that the Investors shall not have (a) the rights under clauses 14.36 – 14.45 (*Investors' Tag Along Rights*), against the Person who acquires the Securities from the SGS Shareholders pursuant to clause 14.5; and (b) a right under clause 14.36(c).

14.11 The Parties agree that the Transfer restrictions on the Syrma Promoters in this Agreement, the Transaction Documents and / or in the Constitutional Documents of the Company, shall not be capable of being avoided by the holding of Securities indirectly through a company or other entity (or one or more companies or entities, either alone or together, in any combination) that can itself (or the shares in it) be sold in order to Transfer an interest in the Securities, free of the restrictions imposed under this Agreement, the Transaction Documents and / or the Constitutional Documents of the Company. For the aforementioned purpose, any Transfer, issuance or other disposal of any Securities (or other interest) resulting in any change in the Control, directly or indirectly, of the Syrma Promoters, or of any Affiliate of the Syrma Promoters, which holds, directly or indirectly, any Securities, shall be treated as being a Transfer of the Securities held by the Syrma Promoters, and the provisions of this Agreement, the Transaction Documents and / or the Constitutional Documents of the Company that apply in respect of the restriction on Transfer of Securities of the Company shall become applicable to such change in Control in respect of the Securities so held.

Investors', Syrma Promoters' and SGS Shareholders' Right of First Refusal on Permitted Promoter Transfers and Permitted SGS Transfers

14.12 In the event that any of the Syrma Promoters or any of the SGS Shareholders (and their respective Affiliate(s)) proposes to Transfer any Securities held by the relevant Syrma Promoter or the SGS Shareholder (or their respective Affiliate, as the case may be) pursuant to clauses 14.1(b) and 14.3(b) above (as applicable) (the *Transferring Shareholder*), the Transferring Shareholder, upon receiving a proposal from any Person, shall promptly but in any case no later than 30 (thirty) days prior to the date of closing of any Transfer, deliver a written notice (the *Permitted Transfer ROFR Notice*) to the Investors and the Syrma Promoters or the SGS Shareholders (as the case may be) (the *Transferee Shareholders*). The Permitted Transfer ROFR Notice shall specify:

- (a) the identity of the proposed transferee;
- (b) the number of Securities proposed to be Transferred by the Transferring Shareholder (the *Permitted Transfer ROFR Shares*) and an equal number of such Permitted Transfer ROFR Shares shall be offered by the Transferring Shareholder to the Investors collectively and collectively to the Syrma Promoters or the SGS Shareholders, as applicable;
- (c) the number and class of Equity Shares the Transferring Shareholder owns in the Company at that time on a Fully Diluted Basis;
- (d) the amount and form of the proposed consideration for the Transfer, including the proposed price per Security for the ROFR Shares (*Permitted Transfer ROFR Price*);
- (e) any other material terms and conditions of the proposed Transfer, accompanied by documents evidencing key commercial terms as agreed between the Transferring Shareholder and the proposed transferee; and
- (f) the proposed date of consummation of the proposed Transfer.

14.13 The Transferee Shareholders shall be entitled to exercise their right to purchase all (and not less than all) of the Permitted Transfer ROFR Shares offered to them in the Permitted Transfer ROFR Notice. The Transferee Shareholders shall be entitled to notify the Transferring Shareholder of their intention to acquire such number of Permitted Transfer ROFR Shares on the terms set out in the Permitted Transfer ROFR Notice by way of a written response to the Transferring Shareholder (the *Permitted Transfer ROFR Acceptance Notice*), within 30 (thirty) days of receipt of the Permitted Transfer ROFR Notice (the *Permitted Transfer ROFR Acceptance*

Period). If the Transferee Shareholders deliver the Permitted Transfer ROFR Acceptance Notice within the Permitted Transfer ROFR Acceptance Period, the Transferring Shareholder shall be bound to Transfer the Permitted Transfer ROFR Shares to the Transferee Shareholders, on the same terms as specified in the Permitted Transfer ROFR Acceptance Notice, within 45 (forty five) days of the expiry of the Permitted Transfer ROFR Acceptance Period. The Transferring Shareholder shall provide to the Transferee Shareholders appropriate representations, warranties and indemnities regarding the clear and marketable title to the Permitted Transfer ROFR Shares, and that the same are free from any Encumbrances or any claim or demand of any description whatsoever.

- 14.14 In the event any Transferee Shareholder does not deliver a Permitted Transfer ROFR Acceptance Notice within the Permitted Transfer ROFR Acceptance Period or communicates its rejection of the Permitted Transfer ROFR Notice, the Transferee Shareholder who delivers the Permitted Transfer ROFR Acceptance Notice shall be required to purchase all (and not less than all) of the Permitted Transfer ROFR Shares (either directly or through an Affiliate) within 45 (forty five) days of the expiry of the Permitted Transfer ROFR Acceptance Period or such other period as may be mutually agreed between the Transferee Shareholder and the Transferring Shareholder (the **Second Permitted Transfer ROFR Acceptance Period**).
- 14.15 If the Transferee Shareholders (a) do not deliver an Permitted Transfer ROFR Acceptance Notice; or (b) fail to acquire the Permitted Transfer ROFR Shares, within the Permitted Transfer ROFR Acceptance Period or the Second Permitted Transfer ROFR Acceptance Period (as the case may be), the Transferring Shareholder shall, upon the expiry of the Permitted Transfer ROFR Acceptance Period, be free to Transfer the Permitted Transfer ROFR Shares to the Proposed Transferee provided such Transfer shall not be made unless the Transfer is on the same terms and conditions as specified in the Permitted Transfer ROFR Notice.
- 14.16 If completion of the Transfer to such proposed transferee does not take place within the period of 180 (one hundred and eighty) days following the expiry of the Permitted Transfer ROFR Acceptance Period, the Transferring Shareholder's right to Transfer the Permitted Transfer ROFR Shares shall lapse and the Transferring Shareholder shall not Transfer the Permitted Transfer ROFR Shares without again complying with the provisions of clauses 14.12 – 14.17.
- 14.17 Where the Investors require any prior governmental, regulatory or shareholder consent under applicable Law for acquiring the Permitted Transfer ROFR Shares pursuant to this Agreement, then, notwithstanding any other provision of this Agreement, the Investors shall be obliged to acquire the Permitted Transfer ROFR Shares when such consent or approval is obtained, and the Parties shall use their reasonable endeavours to obtain any such required approvals.

Investors' Transfers

- 14.18 Except as set forth in clauses 14.19 – 14.27 below, at any time, the Investors may Transfer, without any restrictions whatsoever, to any Person (including, without limitation, any Affiliate of the Investors), any or all of their Securities in the Company, together with any or all of their contractual rights under this Agreement, if deemed necessary by the Investors, subject to the execution by such Person, of a Deed of Adherence.
- 14.19 The Investors and / or their Affiliates shall not be entitled to Transfer any or all of their Securities prior to the expiry of 72 (seventy two) months from the Closing Date (the aforesaid period is referred to as **Investors' Lock-in Period**) to a Competitor.
- 14.20 Subject to the provisions of clause 14.21, upon the expiry of the Investors' Lock-in Period, the Investors shall be entitled to Transfer the Securities held by them to a Competitor, subject to the execution of a Deed of Adherence by the Competitor prior to the completion of the Transfer,

provided that a right of first refusal is granted in favour of the Syrma Promoters in the manner set out in clauses 14.31 – 14.35 and no rights as available to the Investors under this Agreement shall be transferred in the event such Competitor is not approved by the Syrma Promoters in writing.

- 14.21 Notwithstanding anything contained herein to the contrary, in case of an Event of Default which remains unremedied after the expiry of the Cure Period in accordance with clause 16.3 and the Company and / or the Primary Promoters and / or the SGS Shareholders fail to comply with their obligations under clause 16.4 within 6 (six) months for any reason whatsoever, the Investors shall be entitled to Transfer any Securities held by the Investors to any Person (including a Competitor) with all rights as available to the Investors under this Agreement provided that a right of first refusal shall be granted in favour of the Syrma Promoters in the manner set out in clauses 14.31 – 14.35 if the Transfer of Securities held by the Investors to a Competitor is proposed to be made at a price equal to or less than 50% (fifty per cent.) of FMV.
- 14.22 Any Transfer of Securities held by the Investors should not result in any duplication of rights as between the relevant Investor and the transferee and all of such rights shall be exercised between the Investors and such transferee, as a single bloc.

Syrma Promoters' Right of First Offer on Investor's Transfers and SGS Shareholders' Transfers during the SGS Lock-in Period

- 14.23 In the event that the Investors and / or the SGS Shareholders desire to sell any of the Securities held by the Investors and / or the SGS Shareholders, as the case may be, pursuant to clause 14.4 above in respect of the SGS Shareholders and clause 14.18 above in respect of the Investors (the **Promoter ROFO Shares**) to a Person (other than a Competitor), then the Investors and / or the SGS Shareholders (the **ROFO Transferor**) shall promptly notify such proposed Transfer of the Promoter ROFO Shares to the Syrma Promoters by sending a written notice (the **Promoter ROFO Notice**) indicating the total number of the Promoter ROFO Shares that are proposed to be Transferred. For the avoidance of doubt, any Transfer to a Competitor shall be governed by clauses 14.4, 14.5, 14.19 and 14.20.
- 14.24 On receipt of the Promoter ROFO Notice by the Syrma Promoters as set out in clause 14.23 above, the Syrma Promoters and / or their Affiliates shall be entitled to offer to purchase all (and not less than all) of the Promoter ROFO Shares by a notice in writing (the **Promoter ROFO Response Notice**) to be issued within 30 (thirty) days from the date of receipt of the Promoter ROFO Notice by the Syrma Promoters (the **Promoter ROFO Period**), such Promoter ROFO Response Notice shall indicate the offer price per Promoter ROFO Share (**Promoter ROFO Price**) at which the Syrma Promoters propose to purchase them.
- 14.25 In the event that the Syrma Promoters deliver a Promoter ROFO Response Notice, within 15 (fifteen) days of receipt of the Promoter ROFO Response Notice, the ROFO Transferor may either accept or reject the Promoter ROFO Price by delivering a notice in writing to the Syrma Promoters (the **Promoter ROFO Acceptance Notice**). Where the ROFO Transferor delivers the Promoter ROFO Acceptance Notice, the Syrma Promoters shall complete the Transfer of the Promoter ROFO Shares within a period of 180 (one hundred and eighty) days from the date of such Promoter ROFO Acceptance Notice or such extended period as may be mutually agreed between the ROFO Transferor and the Syrma Promoters. In case the ROFO Transferor does not deliver the Promoter ROFO Acceptance Notice or communicates its rejection of the Promoter ROFO Price in writing within the aforementioned period of 15 (fifteen) days, the ROFO Transferor shall be entitled to Transfer the Promoter ROFO Shares to a Person (other than a Competitor) at a price which is more than 110% (one hundred and ten per cent.) of the Promoter ROFO Price and such Transfer shall be completed within 180 (one hundred and eighty) days from the date of the Promoter ROFO Response Notice. The Company, the Syrma Promoters, the

SGS Shareholders and the Investors shall co-operate in good faith to obtain all consents and approvals that may be required for acquisition of the Promoter ROFO Shares. The Company and the Syrma Promoters shall render all reasonable assistance necessary, including providing access to legal and financial due diligence of the Company, to expeditiously complete the acquisition of the Promoter ROFO Shares in accordance with clauses 14.23 – 14.26.

- 14.26 In the event that the Syrma Promoters do not respond with the Promoter ROFO Response Notice within the Promoter ROFO Period, the ROFO Transferor shall be entitled to Transfer the Promoter ROFO Shares without being subject to the provisions of clause 14.25 above at any time within a period of 180 (one hundred and eighty) days from the expiry of the Promoter ROFO Period. If completion of the Transfer to such proposed transferee does not take place within a period of 180 (one hundred and eighty) days from the date of the Promoter ROFO Response Notice or from the expiry of the Promoter ROFO Period, as the case may be, the ROFO Transferor's right to Transfer the Promoter ROFO Shares to such proposed transferee shall lapse and the provisions of the clauses 14.23 – 14.26 shall once again apply to the Transfer of the Promoter ROFO Shares.
- 14.27 The obligation of the Investors to offer the Promoter ROFO Shares to the Syrma Promoters in accordance with clauses 14.23 – 14.26 shall not apply in case of an Event of Default by the Company and / or the Primary Promoters which is continuing and remains unremedied after the expiry of the Cure Period in accordance with clause 16.3.
- 14.28 The Securities allotted to the Investors and the SGS Shareholders shall be free from all Encumbrances and liens. The Investors and the SGS Shareholders shall not be required to Encumber their Securities in the Company, or provide any guarantee, recourse or any other support to any Person, including, to any banks or financing institutions providing credit facilities to the Company.
- 14.29 Where the Investors and the SGS Shareholders are issued, or are purchasing Securities pursuant to this Agreement, they may at their sole and absolute discretion, exercise such right through any Affiliate. The Securities to be Transferred pursuant to this Agreement shall, at the request of the Investors or the SGS Shareholders and subject to applicable Law, be transferred to any Affiliate, as may be nominated by the Investors or the SGS Shareholders, as the case may be. Further, any payment to be made to the Investors and the SGS Shareholders pursuant to this Agreement shall, at the request of the Investors or the SGS Shareholders and subject to applicable Law, be paid to any Person nominated by the Investors and the SGS Shareholders to receive such payment, which shall be deemed to be full and final payment towards the Investors and the SGS Shareholders.
- 14.30 For the avoidance of doubt, all the rights of the Investors and the SGS Shareholders under this Agreement shall extend to their Affiliates, subject to such Affiliate holding any Securities of the Company, and having executed a Deed of Adherence, provided that such Transfer shall not result in any duplication of rights as between the relevant Investor or the relevant SGS Shareholder and their respective transferee, and all of such rights shall be exercised between the Investors or the SGS Shareholders and their respective Affiliates as a single bloc.

Syrma Promoters' Right of First Refusal

- 14.31 In the event that the SGS Shareholders and / or the Investors intend to Transfer their Securities held by the SGS Shareholders and / or the Investors, as the case may be, pursuant to clause 14.4 above in respect of the SGS Shareholders and clause 14.20 above in respect of the Investors, to a Competitor (the **ROFR Transferor**), the ROFR Transferor, upon receiving a proposal from any Competitor, shall promptly but in any case no later than 30 (thirty) days prior to the date of confirming such proposal for the Transfer, deliver a written notice (the **Promoter ROFR Notice**) to the Syrma Promoters. The Promoter ROFR Notice shall specify:

- (a) the identity of the proposed transferee;
 - (b) the number of Securities proposed to be Transferred (the *Promoter ROFR Shares*) and the number and class of Securities that the ROFR Transferor owns in the Company at that time, on a Fully Diluted Basis;
 - (c) the amount and form of the proposed consideration for the Transfer, including the proposed price per Security for the Promoter ROFR Shares (*Promoter ROFR Price*);
 - (d) any other material terms and conditions of the proposed Transfer, accompanied by documents evidencing key commercial terms as agreed between the ROFR Transferor and the proposed transferee, and
 - (e) the proposed date of consummation of the proposed Transfer.
- 14.32 The Syrma Promoters and / or their Affiliates shall be entitled to exercise their right to purchase all (and not less than all) of the Promoter ROFR Shares. The Syrma Promoters shall be entitled to notify the ROFR Transferor of their intention to acquire the Promoter ROFR Shares on the terms set out in the Promoter ROFR Notice by way of a written response to the ROFR Transferor (the *Promoter ROFR Acceptance Notice*), within 30 (thirty) days of receipt of the Promoter ROFR Notice (the *Promoter ROFR Acceptance Period*). If the Syrma Promoters deliver the Promoter ROFR Acceptance Notice within the Promoter ROFR Acceptance Period, the ROFR Transferor shall Transfer the Promoter ROFR Shares to the Syrma Promoters, on the same terms as specified in the Promoter ROFR Acceptance Notice, within 45 (forty five) days of the expiry of the Promoter ROFR Acceptance Period. The Investors and the SGS Shareholders shall not be required to make any representations or warranties or provide any indemnities to the proposed transferee or to the Syrma Promoters (as the case may be), other than the fundamental representations and warranties (clear and marketable title with no Encumbrances) in relation to the Promoter ROFR Shares.
- 14.33 If the Syrma Promoters do not deliver a Promoter ROFR Acceptance Notice within the Promoter ROFR Acceptance Period, the ROFR Transferor shall, upon the expiry of the Promoter ROFR Acceptance Period be free to Transfer the Promoter ROFR Shares to such proposed transferee provided such Transfer shall not be made unless (a) the Transfer is on the same terms and conditions as specified in the Promoter ROFR Notice; and (b) such proposed transferee executes a Deed of Adherence, prior to such Transfer of the Promoter ROFR Shares.
- 14.34 If completion of the Transfer to such proposed transferee does not take place within the period of 180 (one hundred and eighty) days following the expiry of the Promoter ROFR Acceptance Period, the ROFR Transferor's right to Transfer the Promoter ROFR Shares shall lapse and the ROFR Transferor shall not Transfer the Promoter ROFR Shares without again complying with the provisions of clauses 14.31 – 14.35.
- 14.35 Where the Syrma Promoters require any prior governmental, regulatory or shareholder consent under applicable Law for acquiring the Promoter ROFR Shares pursuant to this Agreement, then, notwithstanding any other provision of this Agreement, the Syrma Promoters shall be obliged to acquire the Promoter ROFR Shares when such consent or approval is obtained, and the Parties shall use their reasonable endeavours to obtain any such required approvals.
- Investors' and SGS Shareholders' Tag Along Rights**
- 14.36 Except for the Permitted Promoter Transfers, the Permitted SGS Transfers and any Transfers pursuant to clause 14.5, where the Investors' Consent is not required, if prior Investors' Consent and SGS Shareholders' Consent is provided (where applicable) for a proposed Transfer of

Securities in the Company by any of the Syrma Promoters and / or any of the SGS Shareholders, as the case may be, to a third party, such Transfer shall be subject to the provisions provided herein:

- (a) the Investors and the SGS Shareholders (referred to as **Tag Transferee** and the Syrma Promoters shall be referred to as **Tag Transferor**, for the purposes of this sub-clause (a)) shall have the right but not obligation to sell some or all of their Securities in the Company to such third party in the event that the proposed Transfer by the Tag Transferor would result in the Syrma Promoters' aggregate shareholding on a Fully Diluted Basis becoming 25% (twenty five per cent.) or less (**Change of Tag Control**); or
- (b) the Investors (referred to as a **Tag Transferee** and the Syrma Promoters and / or the SGS Shareholders, as the case may be, referred to as **Tag Transferor**, for the purposes of the sub-clauses (b) and (c)) shall have the right but not obligation to sell such number of Securities specified by the Tag Transferee up to the number of Securities held by the Tag Transferee (on a Fully Diluted Basis), multiplied by a fraction, the numerator of which is the number of Securities being sold by the Syrma Promoters and / or any of the SGS Shareholders, as the case may be (on a Fully Diluted Basis) and the denominator of which is the total number of Securities held by the Syrma Promoters and / or any of the SGS Shareholders, as the case may be (on a Fully Diluted Basis) in the Company if the proposed Transfer would not result in a Change of Tag Control of the Company; or
- (c) where the exercise by the Tag Transferee of their right to sell such number of proportionate Securities as determined in accordance with sub-clause (b) above would result in the Tag Transferee's holding less than 5% (five per cent.) of Equity Shares on a Fully Diluted Basis, the Tag Transferee shall have the right but not obligation to sell some or all of their Securities in the Company to such third party,

on identical terms as the Tag Transferor (hereinafter referred to as the **Tag Along Right** and the Securities that the Tag Transferee decides to Transfer pursuant to the Tag Along Right are hereinafter referred to as the **Tag Along Shares**).

14.37 In the event that the Tag Transferor (as referred to in sub-clause (a), (b) or (c) above, as the case may be) proposes to Transfer any of the Securities held by it pursuant to this clause, the Tag Transferor shall deliver a written notice (**Tag Offer Notice**) to each of the Tag Transferee (as referred to in sub-clause (a), (b) or (c) above, as the case may be). The Tag Offer Notice shall state:

- (a) the number of Securities of the Company proposed to be Transferred (**Tag Offer Shares**);
- (b) the name and address of the proposed transferee (**Tag Purchaser**);
- (c) the proposed sale price (payable in immediately available funds), including the proposed amount and form of consideration and terms and conditions offered by such Tag Purchaser (**Tag Offer Price**). For the avoidance of doubt, the Tag Offer Price shall include all components of the consideration, direct or indirect, tangible or intangible, that is being paid for, in respect of, or in connection with the sale of the Tag Offer Shares;
- (d) the date of the proposed sale; and
- (e) a confirmation that the Tag Purchaser has been informed of the "Tag Along Right" provided for in this Agreement and has agreed to purchase all the Securities required to be purchased in accordance with the terms of clause 14.37, and a confirmation that no consideration, tangible or intangible, is being provided, directly or indirectly, to the Tag

Transferor, or their Affiliates, that shall not be reflected in the Tag Offer Price for the Tag Along Shares. In the event that the proposed consideration for the Transfer includes any consideration other than cash, the Tag Offer Notice shall include a calculation of the fair market value of such consideration (in the manner as agreed between the Parties) and an explanation (in reasonable detail) of the basis for such calculation.

- 14.38 The Tag Offer Notice shall be accompanied by a certified true and complete copy of all documents constituting and relating to the agreement between the Tag Transferor and the Tag Purchaser, regarding the proposed Transfer.
- 14.39 Within 30 (thirty) days of the receipt of the Tag Offer Notice (**Tag Offer Period**), the Tag Along Right may be exercised by the Tag Transferee by delivery of a written notice to the Tag Transferor (**Tag Along Notice**) specifying the number of Tag Along Shares.
- 14.40 If any of the Tag Transferee issues the Tag Along Notice in accordance with clause 14.39 above, the Tag Transferor shall arrange for the Tag Purchaser to purchase the Tag Along Shares directly from such Tag Transferee, simultaneously with the purchase of any Tag Offer Shares from the Tag Transferor, for the same consideration and upon the same terms and conditions as applicable to the Tag Offer Shares, provided that the Tag Transferee (a) may choose to receive the cash equivalent of any such consideration which is in a form other than cash (as notified, agreed or determined above, for inclusion in the Tag Offer Price) which shall be determined by an independent valuer appointed mutually by the Tag Transferor and the Tag Transferee, at the cost of the Tag Transferor; and (b) shall not be required to provide any representations or warranties to the Tag Purchaser, except relating to the title to the Tag Along Shares. Such sale shall be completed within 45 (forty five) Business Days from the expiry of the Tag Offer Period.
- 14.41 In the event that the Tag Transferee communicates the refusal to exercise the Tag Along Right or fail to issue a Tag Along Notice to the Tag Transferor within 30 (thirty) days of receiving the Tag Offer Notice, the Tag Transferor shall be entitled to sell the Tag Offer Shares on the same terms as stipulated in the Tag Offer Notice, within a period of 45 (forty five) Business Days following the expiry of the Tag Offer Period (**Tag Sale Period**). Any such Tag Purchaser purchasing the Tag Offer Shares shall deliver to the Tag Transferor on the date of consummation of the proposed Transfer specified in the Tag Offer Notice, payment in full, of the Tag Offer Price, in accordance with the terms set forth in the Tag Offer Notice. Further, such Tag Purchaser shall, prior to the completion of the Transfer of the Tag Offer Shares, execute a Deed of Adherence.
- 14.42 The Tag Transferor shall not Transfer any Tag Offer Shares (a) on terms other than as stipulated in the Tag Offer Notice; or (b) after the expiry of the Tag Sale Period, without again giving notice to the Tag Transferee of the proposed Transfer and complying with the requirements of clauses 14.36 – 14.44.
- 14.43 The Company, the Syrma Promoters and the SGS Shareholders (unless any of the SGS Shareholders is / are Tag Transferee) shall take all actions to enable the Investors and SGS Shareholders (in case where any of the SGS Shareholders is a Tag Transferee) to participate in any such sale pursuant to clauses 14.36 – 14.44, including providing the Investors and the SGS Shareholders with reasonable assistance to obtain all Governmental Approvals or to agree upon such other terms of such sale as will enable the Parties to give effect to the commercial intent of clauses 14.36 – 14.44.
- 14.44 Where the Investors and the SGS Shareholders require any Governmental Approvals for the disposal of the Tag Along Shares under clauses 14.36 – 14.44, until such Approvals are obtained, no Tag Transferor shall be allowed to sell the Tag Offer Shares pursuant to clauses 14.36 – 14.44,

and the timelines mentioned under clauses 14.36 – 14.44 shall be extended for the time taken to obtain such Approvals by the Investors and the SGS Shareholders.

- 14.45 For the avoidance of any doubt, it is hereby clarified that in the event the Tag Transferor is any of the Syrma Promoters, then along with the Investors, even the SGS Shareholders shall be considered to be a Tag Transferee and the provisions of clauses 14.36 – 14.44 shall *mutatis mutandis* apply to the Tag Along Right of the SGS Shareholders.

General

- 14.46 Any Transfer or attempted Transfer of any Securities by the Parties, in violation of this Agreement, shall be void. No such Transfer shall be recorded in the Company's registers and the purported transferee of any such Transfer shall not be treated as a Shareholder of the Company.
- 14.47 Subject to any applicable Law, the Company shall not register a Transfer of any Securities that is not in compliance with this clause 14. The Company shall not register any Transfer of Securities in violation of the provisions of this Agreement, and shall not recognize as a Shareholder or owner of securities, nor accord any rights (whether relating to payment of dividend or voting) to the purported transferee of any Securities in violation of the provisions of this Agreement.
- 14.48 Any Person to whom Securities are issued / Transferred pursuant to this clause 14 (or otherwise in accordance with this Agreement, except otherwise provided for in this Agreement including in the case of clauses 14.1(b) and 14.3(b), and the Constitutional Documents of the Company) shall agree in writing to be bound by the terms and conditions of this Agreement and all agreements and letters ancillary thereto, as the case may be, by executing a Deed of Adherence.
- 14.49 Notwithstanding anything provided in this Agreement but subject to clause 14.5, upon the earlier of (a) the expiry of the SGS Lock-in Period; and (b) the Investors ceasing to be Shareholders in the Company anytime between 78 (seventy eight) months from the Closing Date and the SGS Lock-in Period, the SGS Shareholders shall be free to Transfer their Securities, without any restrictions whatsoever, to any Person.

15. LIQUIDATION AND LIQUIDITY EVENT PREFERENCE

- 15.1 Upon the occurrence of the following liquidity events: (a) merger, amalgamation or corporate restructuring of the Company provided such merger, amalgamation or corporate restructuring results in assets or amounts available for distribution to the Shareholders; or (b) sale of substantially whole of the Business of the Company as a going concern; or (c) the sale of substantial assets of the Company (each such event, being referred to as a *Liquidity Event*), the Investors shall, to the extent permitted under applicable Law (following the satisfaction of lender dues and other statutory payments), be given priority in first recovering an amount that is equal to the higher (*Liquidity Preference Amount*) of (i) a pro rata share of the total consideration received by the Company based on the Investors' shareholding in the Company, on a Fully Diluted Basis, on the date of such Liquidity Event; and (ii) the Investor Subscription Amount less any sale proceeds received by the Investors pursuant to Transfer of Securities, less all and any cash / accrual payments or interest or coupon or dividend already paid on an INR basis, as per applicable Law plus any declared and unpaid dividends payable in respect of Investor Preference Shares. For this purpose, "substantial assets" shall mean assets exceeding more than 50% (fifty per cent.) of the book value of the total assets of the Company as per the audited balance sheet of the Company for the Financial Year ended most recently at the relevant time. Following the receipt of the Liquidity Preference Amount by the Investors, the remaining amount available for distribution pursuant to the Liquidity Event shall be distributed to the holders of Equity Shares (other than the Investors) on a Fully Diluted Basis in proportion to their respective shareholding.

- 15.2 Upon the occurrence of a Liquidation Event of the Company, the Investors shall have the first right in preference, in accordance with applicable Law, to any other Shareholders (including the SGS Shareholders) to receive the total amount paid by the Investors towards subscription of Investor Preference Shares less any sale proceeds received by the Investors pursuant to Transfer of Securities, less all and any cash / accrual payments or interest or coupon or dividend already paid on an INR basis, as per applicable Law plus any declared and unpaid dividends payable in respect of Investor Preference Shares (**Liquidation Preference Amount**) and before any distribution is made in respect of any Securities or otherwise to any other Shareholder of the Company (including the SGS Shareholders).
- 15.3 Following the receipt of the Liquidation Preference Amount by the Investors under clause 15.2, the remaining proceeds shall first be applied towards paying an amount which is equal to the subscription amount of INR 49,999,230 (Rupees forty nine million, nine hundred and ninety nine thousand and two hundred and thirty) paid by the Syrma Promoters and their nominees (the **Syrma Promoter Nominees**) who have subscribed for Equity Shares or convertible Securities on or around the same time as the Closing Date under the Subscription Agreement, less any sale proceeds received by the Syrma Promoter Nominees pursuant to Transfer of Securities, less all and any cash / accrual payments or interest or coupon or dividend already paid on an INR basis, as per applicable Law plus any declared and unpaid dividends payable in respect of such shares (the **Promoter Nominee Liquidation Preference Amount**).
- 15.4 Following the receipt of the Liquidation Preference Amount by the Investors under clause 15.2 and the Promoter Nominee Liquidation Preference Amount under clause 15.3, the holders of Equity Shares on a Fully Diluted Basis (including the Investors), shall, subject to the provisions of this clause 15.4, be entitled to receive any surplus assets of the Company in the Relevant Proportion determined on a Fully Diluted Basis, provided that (a) the amount to be distributed to the Investors shall be reduced by the Liquidation Preference Amount; and (b) the amount to be distributed to the Syrma Promoter Nominees shall be reduced by the Promoter Nominee Liquidation Preference Amount. For the purposes of this clause 15.4, as between the SGS Shareholders and the Syrma Promoters, the Relevant Proportion shall be a ratio of 50:50 (fifty:fifty).
- 15.5 In the event the Company has insufficient assets to permit payment of the Liquidity Preference Amount and / or the Liquidation Preference Amount, as applicable, in full to the Investors, then all available funds of the Company shall be distributed to the Investors.
- 15.6 Upon the occurrence of any Liquidation Event and / or the Liquidity Event, as applicable, in the event that the rights of the Investors and the SGS Shareholders provided in clauses 15.1 and 15.2 have not been given effect to by the Company or are not permissible to be given effect to or enforced, the Investors and the SGS Shareholders shall have the right to require the Syrma Promoters to deposit all amounts received by them pursuant to the Liquidation Event and / or the Liquidity Event, as applicable, with the authorized Representatives of the Investors and the SGS Shareholders, the details of whom shall be finalized prior to the appointment of such authorized Representatives. The authorized Representatives shall settle all amounts due and payable to the Investors and the SGS Shareholders (pursuant to the Liquidation Event and / or the Liquidity Event, as applicable) and shall thereupon release any moneys payable to the Syrma Promoters only after all amounts receivable by the Investors and the SGS Shareholders under this clause 15 are paid to them in their entirety.
- 15.7 Without prejudice to the rights of the Investors set out in this clause 15.7 and elsewhere in this Agreement, it is hereby clarified that the Investor Preference Shares that are held by the Investors shall, in all other respects, at least rank *pari passu* with the remaining preference shares, if any, including with respect to entitlement to dividends and, subject to the provisions of this clause 15, other distributions.

16. EVENTS OF DEFAULT

- 16.1 An event of default (*Event of Default*) in relation to the Company, the Primary Promoters and the SGS Shareholders hereto (*Defaulting Party*) shall occur in any of the following cases:
- (a) any material breach or material default of clause 6 (*Environmental and Social Action Plan*) of this Agreement, ESA Laws or the ESA Plan which results in a Material Adverse Effect;
 - (b) any material breach or material default of any of the provisions contained in clauses 2.1 (*Investor Directors*), 4 (*Investor Reserved Matters*), 14.1 – 14.17 (*Transfer of Securities by the Syrma Promoters and Transfer of Securities by the SGS Shareholders*) and 18.10 – 18.12 (*Anti-Corruption Laws*) of this Agreement;
 - (c) upon a conviction by a court of competent jurisdiction which has (i) not been stayed by the applicable High Court or the Supreme Court of India; or (ii) been upheld by the applicable High Court of competent jurisdiction for any act of fraud, gross negligence or any other serious criminal offence of moral turpitude, against the Primary Promoters which results in a Material Adverse Effect; or
 - (d) upon a conviction by a court of competent jurisdiction which has (i) not been stayed by the applicable High Court or the Supreme Court of India; or (ii) been upheld by the applicable High Court of competent jurisdiction for any act of fraud, gross negligence or any other serious criminal offence of moral turpitude, against the SGS Shareholders to the extent such acts were committed them whilst they were acting in an executive capacity in the Company which results in a Material Adverse Effect.
- 16.2 In the event the Investor Director is convicted by a court of competent jurisdiction which has (a) not been stayed by the applicable High Court or the Supreme Court of India; or (b) been upheld by the applicable High Court of competent jurisdiction for any act of fraud, gross negligence or any other serious criminal offence of moral turpitude, the Investor Fund shall immediately procure the resignation of such Investor Director and his or her replacement with an individual who is eligible to be appointed as a director on the Board under applicable Law.
- 16.3 Upon the occurrence of an Event of Default, the Investors may immediately, by a written notice (the *Default Notice*), require the Company, the Primary Promoters and the SGS Shareholders to remedy the Events of Default to the satisfaction of the Investors within 6 (six) months from the date of the Default Notice (each such period, the *Cure Period*).
- 16.4 If an Event of Default is continuing and remains unremedied after the expiry of the Cure Period in accordance with clause 16.3 above, the Investors may, in their sole discretion and option, exercise the following remedies:
- (a) cause the Company to undertake a buyback of all of the Securities held by the Investors at a price equal to the FMV. Such buyback shall be completed within 3 (three) months from the date of exercise of rights by the Investors under this clause 16.4; and
 - (b) if the Company does not undertake a buyback for any reason whatsoever in accordance with the provisions of clause 16.4(a) above and within the timelines mentioned above, the Investors may require the Primary Promoters and the SGS Shareholders, in their respective Relevant Proportion, to purchase all of the Securities held by them in the Company at a price equal to the FMV. The Primary Promoters and the SGS Shareholders may acquire such Securities either by themselves or through their nominees. Such purchase shall be completed within 3 (three) months from the date on which the Investors

exercise their right to require the Primary Promoters and the SGS Shareholders to purchase all of their Securities in accordance with this clause 16.4(b).

17. EXIT RIGHTS

17.1 Subject to clause 13 (*Fall Away*), the Company and the Primary Promoters shall provide the Investors and the SGS Shareholders with the ability to sell all the Securities held by the Investors and the SGS Shareholders in the Company on terms acceptable to the Investors and the SGS Shareholders in the manner and priority set out in this clause 17.

IPO

17.2 Pursuant to clause 17.1, the Company shall use its best endeavours, and the Primary Promoters shall use their best endeavours to cause the Company, to undertake an IPO no later than 48 (forty eight) months from the Closing Date (*IPO Target Date*), which shall be subject to the Investors' Consent and the SGS Shareholders' Consent, other than if such IPO is a Qualified IPO, and fulfils each of the following conditions:

- (a) the Equity Shares of the Company are listed or quoted on the Exchanges, and the IPO price is determined by the book building process for public offerings;
- (b) the IPO is managed by reputable investment banking firms of recognized high standing in the market in which such shares are to be offered; and
- (c) the IPO complies with all applicable legal, regulatory and listing requirements.

17.3 The Parties shall take all such steps and extend all such co-operation to each other and the lead managers, underwriters and others as may be required for the purpose of expeditiously making and completing the said IPO.

17.4 The Primary Promoters acknowledge that the sponsor or underwriter in any initial public offering will expect it to provide customary warranties or indemnities or another form of comfort on an exit and agree to provide the same. Subject to applicable Law, the Investors and the SGS Shareholders shall not be required to give any warranties or indemnities, other than warranties as to title and ownership of their shares and capacity to sell in respect of (a) the Investor Shares proposed to be tendered by the Investors; and (b) the Equity Shares held by the SGS Shareholders proposed to be tendered by the SGS Shareholders, in the IPO. The number of Equity Shares to be allotted as part of the IPO shall be determined by the Board in consultation with, the merchant bank(s), and the Investors' Consent and the SGS Shareholders' Consent shall be obtained by the Company for the shares proposed to be offered for sale.

17.5 The Company shall formulate a committee (which shall at all times include a Promoter Director, being the First Promoter) to specifically deal with matters pertaining to the conduct of IPO (*IPO Committee*). Subject to clause 12.3 (*Investor and SGS Shareholders not to be considered as Promoters*), 1 (one) Investor Director and 1 (one) SGS Director shall be entitled to be the members of the IPO Committee.

17.6 This Agreement shall cease to have effect upon completion of the IPO.

17.7 To the maximum extent permitted under applicable Laws, the Company shall be liable to secure, reimburse, indemnify, defend and hold harmless the SGS Directors and Investor Director (whether such position was held in the past or at present at that time) on demand from and against any and all loss, damage, liability or other cost or expenses whatsoever arising out of, in relation to or resulting from any representation, warranty, indemnity, confirmation, undertaking or

covenant or otherwise in connection with the IPO. The Company may obtain additional directors' liability insurance at such time, if deemed necessary by the Board at the relevant time.

Strategic Sale

- 17.8 If the IPO is not consummated on or before the IPO Target Date, the Company and the Primary Promoters shall appoint a reputed merchant banker, that is mutually acceptable to the Primary Promoters, the Investors and the SGS Shareholders, within a period of 60 (sixty) days from the IPO Target Date, to initiate a process to sell the Company pursuant to a transaction that consists of a transfer of all of the Securities of the Company (*Strategic Sale*), to any party or parties identified by the Company and the Primary Promoters, including financial or strategic investors (*Purchaser*), at a sale price per Security which is equal to or higher than FMV (*Strategic Sale Price*). Simultaneously with the appointment of the merchant banker, the Company shall appoint a Big Four Accounting Firm, that is mutually acceptable to the Primary Promoters, the Investors and the SGS Shareholders to determine the FMV. If the Purchaser makes a binding offer to the Investors and the SGS Shareholders to purchase all Securities held by the Investors and the SGS Shareholders for the Strategic Sale Price, and (a) the Investors and the SGS Shareholders accept such binding offer and receive the complete consideration for the Strategic Sale; or (b) the Investors and the SGS Shareholders reject such binding offer, all obligations of the Company and the Primary Promoters under this clause 17 shall immediately terminate.
- 17.9 The Company and the Primary Promoters shall provide all requisite representations and warranties (except with respect to the title to the Investor Shares and the SGS Shareholders' Equity Shares), covenants and undertakings to the Purchaser, which are customary and reasonable, in relation to the circumstances then existing and no more than as provided under this Agreement, in respect of the business and operations of the Company, in order to consummate the Strategic Sale. The Company and the Primary Promoters shall render all reasonable assistance necessary, including providing access to legal and financial due diligence, to expeditiously complete the Investors' exit and the SGS Shareholders' exit under this clause 17. All costs and expenses relating to the consummation of the Strategic Sale including all filing and fees shall be borne by the Company. Such Strategic Sale shall be completed on or before 12 (twelve) months of the IPO Target Date. The Investors and the SGS Shareholders shall not be required to make any representations or warranties (clear and marketable title with no Encumbrances) or provide any indemnities to the Purchaser, other than the fundamental representations and warranties in relation to the Securities held by the Investors and the SGS Shareholders being transferred.

Buyback by Company

- 17.10 In the event (a) a Strategic Sale is not completed by the Company and the Primary Promoters on account of a default by the Purchaser pursuant to clause 17.8 above; (b) a Strategic Sale that is contingent on a Transfer of Securities by the Syrma Promoters and / or the SGS Shareholders is not completed as a consequence of a failure by the Syrma Promoters and / or the SGS Shareholders to Transfer such Securities; or (c) the Strategic Sale does not result in a binding offer to purchase all Securities held by the Investors for the Strategic Sale Price, then if the Investors so require, the Company shall, and the Primary Promoters shall procure that the Company shall, buy back the entire shareholding of the Investors in the Company, on a spot delivery basis, at a price which is at FMV of the relevant Securities.
- 17.11 The buyback transaction in accordance with clause 17.10, and the payment of consideration to the Investors for the same, shall be completed within a period of 6 (six) months from the date on which the Investors notify the Company and the Primary Promoters of their decision to require the Company to complete a buyback, or such extended period as may be required under applicable Law for the completion of the buyback, subject to all Approvals having been obtained for the same. The Syrma Promoters and the SGS Shareholders shall cooperate in passing all of

the resolutions by the Board and / or the Shareholders, which are required for the execution of the buyback of the Investors' shareholding in the Company.

- 17.12 Following the decision of the Investors to require the Company to complete a buyback where the buyback is not completed within the timelines mentioned in clause 17.11 above, and the Investors, subject to clauses 13.1 and 13.3 (*Fall Away*), continue to hold some or all of their shareholding in the Company on the date that is later of (a) the expiry of 78 (seventy eight) months from the Closing Date; and (b) the expiry of the timelines for the completion of a buyback mentioned in clause 17.11 above (*No Liquidity Event*), the Investors shall, without prejudice to the Investors' right to transfer their securities at any point in time in accordance with clause 14.18 (*Investors' Transfers*), have the rights provided for under clauses 17.13 – 17.17.
- 17.13 Upon the occurrence of a No Liquidity Event, any of the Investors, the Primary Promoters and the Company shall seek to promptly identify a Person who is willing to purchase, or Persons who are collectively willing to purchase, all of the Securities held by the Investors (either in single or multiple tranches), and which purchasers are acceptable to the Investors. It is clarified that all costs and expenses incurred by the Company with respect to the identification of purchasers willing to purchase the Securities (including appointment of a reputed investment banker as may be required by the Investors in this regard), shall be borne solely by the Company, without any recourse to the Investors.
- 17.14 Upon the identification of such Persons for the Transfer of the Securities held by the Investors in the Company or if the Investors have identified Persons to purchase the Securities held by the Investors in the Company in accordance with clause 17.13 (each such purchase shall hereinafter be referred to as *Trade Sale* and each of such proposed transferees shall be referred to as an *Exit Purchaser*), the Investors shall be entitled but not obligated to negotiate and agree the terms of the Trade Sale. The Primary Promoters shall have the first right, to match the sale price and other terms agreed by the Investors with such Exit Purchaser in relation to the Trade Sale, and purchase all Securities held by the Investors on such terms within 3 (three) months of being notified by the Investors of a Trade Sale having been agreed to between the Investors and the Exit Purchaser.
- 17.15 The Investors shall not be required to make any representations or warranties or provide any indemnities to the Exit Purchaser or to the Syrma Promoters (as the case may be), other than the fundamental representations and warranties (clear and marketable title with no Encumbrances) in relation to the Securities held by the Investors being transferred under the Trade Sale. The Company and the Primary Promoters agree and undertake to provide representations and warranties (which are customary for a transaction of this nature, reasonable in relation to the circumstances then existing and no more than as provided under this Agreement) as required by the Exit Purchaser in respect of the business and operations of the Company.
- 17.16 The Company and / or the Syrma Promoters and / or the Investors shall procure all necessary Approvals applicable to them and assist each other in obtaining any such Approvals as required to complete the Trade Sale.
- 17.17 Subject to the matching rights provided by the Syrma Promoters under clause 17.14 above, in the event that the Exit Purchaser intends to purchase Securities in addition to those held by the Investors to complete the Trade Sale, the Investors shall be entitled to require the Syrma Promoters and the SGS Shareholders to Transfer any or all of the Securities held by the Syrma Promoters and the SGS Shareholders, pursuant to a notice (*Additional Sale Notice*) setting out the number of Securities required to be purchased by the Exit Purchaser (*Additional Sale Securities*) and the price per Security for such Transfer along with details of the Exit Purchaser. The Syrma Promoters and in case of the SGS Shareholders, provided that the Additional Sale Notice has been received by the SGS Shareholders prior to the expiry of 90 (ninety) months from the Closing Date, shall be bound to Transfer the Additional Sale Securities held by them, free

and clear of any Encumbrance, on the terms set out in the Additional Sale Notice which shall be no less favourable than those offered to the Investors by the Exit Purchaser (such sale to be referred to as **Additional Sale** and such right of the Investors to be referred to as **Additional Sale Right**). Notwithstanding anything provided in this clause 17.17, it is clarified that the SGS Shareholders shall at their sole discretion decide who between the SGS Shareholders and the Syrma Promoters shall offer the Additional Sale Securities to the Exit Purchaser. The purchase of Additional Sale Securities held by the Syrma Promoters shall be completed by the Exit Purchaser within the time period, as specified in the Additional Sale Notice, which shall not exceed 3 (three) years from the date of Additional Sale Notice. The Investors shall ensure that the purchase of Additional Sale Securities held by the SGS Shareholders shall be completed by the Exit Purchaser simultaneously with the Transfer of Securities held by the Investors pursuant to the Trade Sale. In the event, the Exit Purchaser is a Competitor, the Syrma Promoters shall be entitled to Transfer all of their Securities in such Additional Sale to the Exit Purchaser, and on the same terms as offered to the Investors and the SGS Shareholders within 3 (three) years from the date of the Additional Sale Notice.

18. NON-COMPETE, NON-SOLICIT AND OTHER COVENANTS

18.1 Subject to clauses 13.1 and 13.3 (*Fall Away*), the Company, the Primary Promoters and the SGS Shareholders (including their Representatives, Affiliates and Relatives) shall not, and the Company and the Primary Promoters shall procure that their Affiliates, Relatives and the Company's Key Managerial Personnel shall not, whether directly or indirectly, either on their own account, or for any other Person:

- (a) engage in any activities that could be in competition, directly or indirectly, to the Business; or
- (b) have any financial interest or be connected as a Shareholder, director, officer, employee, partner, lender, guarantor or adviser of or consultant to, or in any executive capacity with, a Person that, directly or indirectly, engages or competes in the Business provided however, (i) a Person shall not be deemed to have any direct or indirect financial interest in a publicly traded company where such Person's interest in such publicly traded company is limited only to the extent of passively holding less than 2% (two per cent.) of the shareholding of that company on an As Converted Basis; and (ii) any minority investments made by or to be made by Whiteboard Capital Advisors LLP and all the funds it manages (including with customary investment protection items and rights and appointment of nominee director) shall not be considered to be covered by the restrictions under this clause 18.1(b); or
- (c) solicit any employee of the Company to leave his or her employment, induce or attempt to induce any such employee to terminate or breach his or her employment agreement with the Company, or themselves hire or engage any employee of the Company in any other manner; or
- (d) solicit, cause or knowingly encourage any of the then existing clients of the Company to cease doing business in whole or in part with the Company, or solicit, cause or knowingly encourage any of the then existing clients of the Company to do business with any other Person other than the Company, or themselves deal with such clients.

18.2 The Syrma Promoters and the SGS Shareholders acknowledge and agree that:

- (a) the duration and scope of the undertakings in this clause 18 are reasonable under the circumstances in which they have been given;

- (b) such undertakings are material for the willingness of the Investors to invest in the Company, and the Syrma Promoters and the SGS Shareholders stand to benefit from the investment by the Investors; and
 - (c) if any provision of this clause 18 shall be determined by any court of competent jurisdiction to be unenforceable for any reason whatsoever, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by Law.
- 18.3 The First Promoter, and each of the SGS Shareholders subject to clause 2.15 who has taken the executive position pursuant to the provisions of clause 2.15 to the extent they hold any executive position in the Company, covenants that they shall devote substantial professional time, effort and attention to the Business.
- 18.4 The restrictions under this clause 18 shall not apply to an SGS Shareholder beyond 5 (five) years from the date on which such SGS Shareholder ceases to be a Shareholder.
- 18.5 The Syrma Promoters and the SGS Shareholders expressly waive any right to assert inadequacy of consideration as a defence to the enforcement of the covenants set forth in this clause 18.
- 18.6 The Investors agree, undertake and covenant not to appoint an Investor Director or an Investor Observer who is also an existing director or observer on the board of directors or committee of a Competitor and shall not appoint the Investors Director or Investor Observer, on any board of directors or committee of a Competitor.
- 18.7 The Company agrees, undertakes and covenants to comply with, on an ongoing basis, each of the compliance requirements as set out in **Schedule 4 (Covenants)**.
- 18.8 The Parties agree that at all times, the statutory auditors and the internal auditors of the Company shall be appointed from one of the Big Four Accounting Firms.
- 18.9 The Investors shall not be required at any time to create any Encumbrance on their Securities in the Company, or provide any guarantee, recourse or any other support to any Person, including, to any banks or financing institutions providing credit facilities to the Company.

Anti-Corruption Laws

- 18.10 The Company shall comply with the Anti-Corruption Laws and shall implement all actions set out in the appropriate compliance framework mutually agreed between the Parties (the **ABC Framework**) within the time-frames set out thereunder and report to the Investors and the SGS Shareholders on progress under the ABC Framework.
- 18.11 The Board shall:
- (a) oversee implementation of the ABC Framework;
 - (b) receive quarterly reporting from management on implementation of the ABC Framework across the Company; and
 - (c) appoint consultants to investigate breaches of the ABC Framework at corporate and project levels.

- 18.12 The Company shall appoint a senior operational officer, or other appropriate personnel satisfactory to the Investor Fund and the SGS Shareholders to be responsible for the implementation of the ABC Framework (the *ABC Co-ordinator*), who shall report to the Board.

Controlled Foreign Corporation

- 18.13 The Company shall not, at any point in time, be classified as a ‘Controlled Foreign Corporation’ (*CFC*) as defined in the U.S. Internal Revenue Code, 1986 (the *U.S. Revenue Code*). At the Investors’ request and cost, the Company shall make an inquiry with its tax advisors, on an annual basis, regarding (a) the Company’s status as a CFC as defined in the U.S. Revenue Code; and (b) whether any portion of the Company’s income is categorized as ‘subpart F income’ (as defined in section 952 of the U.S. Revenue Code) or ‘global intangible low-taxed income’ (as defined in section 951A of the U.S. Revenue Code). For this purpose, the Investors shall reasonably cooperate with the Company to provide information about the Investors and the Investors’ Shareholders in order to enable the Company’s tax advisors to make the above determinations and to determine the status of the Investors and / or any of the Investors’ Shareholders as ‘United States Shareholder’ within the meaning of section 951(b) of the U.S. Revenue Code.
- 18.14 Within 90 (ninety) days after the end of each Financial Year, the Company shall provide the following information to the Investors:
- (a) the Company’s capitalisation table as at the end of such Financial Year; and
 - (b) a report from the Company’s tax advisors regarding the Company’s status as a CFC.

In addition, the Company shall provide to the Investors such other information, as may be reasonably necessary and requested by the Investors in respect of the Company, for the Investors and / or any of the Investors’ Shareholders to (a) determine the Company’s status as a CFC; and (b) determine whether the Investors and / or any of the Investors’ Shareholders shall be required to report their pro rata portion of the Company’s ‘subpart F income’ or ‘global intangible low-taxed income’ in the United States federal income tax return; and (c) otherwise comply with applicable federal income tax laws in the United States of America.

- 18.15 The Company and the Shareholders shall not, without the prior written consent of the Investors, issue or transfer any Securities in the Company to the Investors if, following such issuance or transfer, the Company, in the determination of the Company’s tax advisors or the Investors’ counsel or accountants, would be classified as a CFC.
- 18.16 In the event that the Company is determined, by the Company’s tax advisors or by the Investors’ counsel or accountants, to be classified as a CFC, the Company shall use commercially reasonable efforts to avoid generating ‘subpart F Income’ and ‘global intangible low-taxed income’. The Company shall not, with respect to its Financial Year during which the Closing occurs, be classified as a ‘passive foreign investment company’ within the meaning of section 1297 of the U.S. Revenue Code and shall use commercially reasonable efforts to avoid being classified as a ‘passive foreign investment company’.
- 18.17 In connection with a ‘Qualified Electing Fund’, election made by the Investors pursuant to section 1295 of the U.S. Revenue Code, or a ‘Protective Statement’ filed by any of the Investors’ Shareholders pursuant to section 1.1295 – 3 of the Code of Federal Regulations, the Company shall, on an annual basis, provide financial information of the Company to the Investors as may be required under applicable Law as soon as reasonably practicable after the end of each Financial Year of the Company (but in any event within 90 (ninety) days following the end of such Financial Year).

- 18.18 The Parties agree that the Investors shall provide for all necessary clarification that the Company may require in relation to fulfilling its obligation under clauses 18.13 – 18.19 (including access to the relevant Person to seek such information and clarification), and the Investors shall promptly attend to such requests of the Company. The Company shall cooperate with the Investors’ tax advisors with respect to any inquiry being made by the Investors regarding whether the Investors or any of the Investors’ Shareholders’ direct or indirect interest in the Company is subject to the reporting requirements under either, or both of, sections 6038 and 6038B of the U.S. Revenue Code, and provide the Investors or their tax advisors with such information as may be reasonably requested by them in that regard, at the cost of the Investors.
- 18.19 For purposes of clauses 18.13 – 18.19, the term **Company** means the Company and / or any of its Subsidiaries.

19. CONFIDENTIALITY

19.1 Each of the Parties shall (and shall ensure that each of its Representatives) maintain Confidential Information in confidence and not disclose Confidential Information to any Person, except (a) as this clause 19 permits; or (b) as the other Parties may approve in writing.

19.2 **Confidential Information** means:

- (a) (in relation to the obligations of the Investors) any information received or held by the Investors (or any of their Representatives) relating to the Company, the Syrma Promoters and the SGS Shareholders including information concerning the Business, Intellectual Property Rights, know-how and financial transactions of the Company (to the extent that such information is not already legitimately in the public domain);
- (b) (in relation to the obligations of the Company, the Syrma Promoters and the SGS Shareholders) any information received or held by any of the Company, the Syrma Promoters and / or the SGS Shareholders (or any of their Representatives) relating to the Investors and / or their Affiliates (to the extent that such information is not already legitimately in the public domain);
- (c) information whatsoever concerning or relating to (i) any dispute or claim arising out of or in connection with this Agreement or the Transaction Documents; or (ii) the resolution of such claim or dispute;
- (d) information relating to the provisions of, and negotiations leading to, this Agreement and the other Transaction Documents; and
- (e) and includes written information and information transferred or obtained orally, visually, electronically or by any other means.

19.3 Clause 19.2 shall not apply to:

- (a) disclosures made on a ‘need to know’ basis with the Affiliates and advisers of the Syrma Promoters or the Investors or the SGS Shareholders, as the case may be, where the disclosure is for a purpose reasonably incidental to this Agreement and / or the other Transaction Documents and subject to ensuring that such Affiliate and adviser treat such information as confidential;
- (b) disclosures required by law or by any stock exchange or any regulatory, governmental or antitrust body (including any tax authority) having applicable jurisdiction (provided that the disclosing Party shall reasonably inform, and consult with, the other Parties of

its intention to disclose such information and take into account the reasonable comments of the other Parties);

- (c) disclosure of Confidential Information which was lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records), without any obligation of secrecy prior to it being received or held;
- (d) disclosure of Confidential Information which is or has become publicly available, other than through the disclosing Party's fault (or that of its Representatives);
- (e) disclosures required for the purpose of any arbitral or judicial proceedings arising out of this Agreement (or any other Transaction Document); or
- (f) disclosures required for the purpose of performing obligations or exercising rights (including remedies) under this Agreement or other Transaction Documents.

19.4 Each of the Parties undertakes that it (and its Affiliates) shall only disclose Confidential Information, in relation to the other Party, to its Representatives and advisers if it is reasonably required for purposes connected with this Agreement and / or other Transaction Documents and only if the Representatives and advisers are informed of, and agree to maintain, the confidential nature of the Confidential Information.

20. NOTICES

20.1 Any notice or other communication to be given by one Party to any other Party under or in connection with this Agreement, shall be in writing, in English, and signed by or on behalf of the Party giving it, and delivered by hand, email, registered post or courier using an internationally recognized courier company, to the address (and marked for the attention of the Person) specified in clause 20.2 in relation to each Party. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, provided that, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of the Working Hours on the following Business Day. A scanned copy of the notice, document, or communication given by hand, registered post or by courier will be forwarded by email on the same day to the concerned Party's email address.

20.2 The addresses of the Parties, for the purpose of clause 20.1 are:

(a) **Investors**

South Asia Growth Fund II Holdings LLC

Address: 4800 Montgomery Lane, Suite 450, Bethesda, Maryland, United States of America – 20814

Email: sbarkoff@gefcapital.com

(with a copy to: snarayan@gefcapital.com)

For the attention of: Stuart Barkoff

South Asia EBT Trust

Address: 5, Kamu Villa, Khotwadi, Sir Phiroz Shah Mehta Road, Santacruz West, Mumbai – 400054, Maharashtra, India

Email: trusteeship@orbisfinancial.in

For the attention of: The Compliance Officer

(b) **Company**

Address: Syrma SGS Technology Pvt. Ltd., Plot No. 27B, Zone B, Phase II,
MEPZ-SEZ, Tambaram, Chennai – 600045

Email: chari@syrma.com

For the attention of: T. R. Chari

(c) **Syrma Representative**

Address: Unit No. 9, SDF 1, SEEPZ, Andheri East, Mumbai – 400096,
Maharashtra, India

Email: standon@tandongroup.com

For the attention of: Sandeep Tandon

(d) **SGS Shareholders' Representative**

Address: K-165, South City-1, Gurugram-122001, Haryana, India

Email: gujral@sgst.com

For the attention of: Jasbir Singh Gujral

- 20.3 Each Party undertakes to notify the other Parties by notice served in accordance with this clause 20 if its address, email and / or person specified in clause 20.2 is no longer the appropriate address, email and / or person for the service of such notices.

21. ANNOUNCEMENTS

- 21.1 No Party (nor any of its Representatives), or any other Person on its behalf, shall make or issue any formal or informal public announcement, press release, circular or other communication, in connection with the existence or subject matter of this Agreement (or any other Transaction Documents), or make a reference to any of the Parties (or their Representatives), without the prior written approval of the other Parties. This restriction shall not apply if and to the extent that the announcement, press release, circular or other communication, is required by Law or by any stock exchange or governmental, regulatory or supervisory body or authority of competent jurisdiction. If this exception applies, the Party making or issuing the announcement, press release, circular or other communication, shall use its reasonable efforts to consult with the other Parties, in advance, as to its form, content and timing, except in cases where such prior disclosure to, or consultation with, the other Parties could result in the disclosing Party being in breach of applicable Law.

22. ASSIGNMENT

- 22.1 The Company, the Syrma Promoters and the SGS Shareholders (other than the Permitted Promoter Transfers and the Permitted SGS Transfers) shall not be entitled to, nor shall they purport to assign / Transfer any or all of their rights and / or obligations under this Agreement, nor grant, declare, create or dispose of any right or interest in it, in whole or in part, or create an Encumbrance thereon, except as provided in this Agreement or with the consent of the other Parties.
- 22.2 The Investors shall be entitled, at any time, to assign and / or Transfer (in whole or in part) their rights and obligations under this Agreement and / or any Transaction Documents to which they

are a party simultaneously with the Transfer of Securities held by them to, and such rights may be enforced by, any of their Affiliates (a *Permitted Assignee*), as a single bloc, as if it were such Investors under this Agreement, without any restrictions whatsoever upon prior notice to the other Parties. For this purpose, the Investors shall ensure that the Permitted Assignee executes a Deed of Adherence and any other document as may be requested by the other Parties. Any Permitted Assignee to whom an assignment is made in accordance with the provisions of this clause may itself make an assignment to another Permitted Assignee as if it were the Investors under this clause 22. Provided further that such Transfer should not result in duplication of rights as between the relevant Investor and the Permitted Assignee, and all of such rights shall be exercised between the Investors and such transferee, as a single bloc.

23. FURTHER ASSURANCES

- 23.1 Each of the Parties shall do (or shall procure) all such further acts and things and exercise all voting rights and powers, whether direct or indirect, available to it in relation to any Person, and shall execute (or procure the execution of) such further documents as may be required by Law or be necessary to implement and give effect to this Agreement and the Transaction Documents.
- 23.2 Each of the Parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

24. CONFLICT WITH OTHER AGREEMENTS

- 24.1 If there is any conflict between the terms of this Agreement and any other agreement, this Agreement shall prevail (as between the Parties to this Agreement) unless (a) such other agreement expressly states that it overrides this Agreement in the relevant respect; and (b) each of the Parties are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Agreement in that respect.

25. ENTIRE AGREEMENT

- 25.1 This Agreement and the Transaction Documents together set out the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement shall supersede the Shareholders' Agreement, and any prior agreements (whether oral or written) relating to transactions contemplated or referred to in this Agreement, which agreements shall not have any further force or effect.

26. WAIVERS, RIGHTS AND REMEDIES

- 26.1 No failure or delay by any Party in exercising any right or remedy relating to this Agreement or any Transaction Document shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.
- 26.2 A breach of any term or provision of this Agreement shall be waived only by a written instrument of the Party or Parties entitled to the benefits thereof. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.
- 26.3 The rights and remedies in this Agreement 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.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this Agreement (or any of the arrangements contemplated in this Agreement) shall be deemed to constitute a partnership between the Parties including their Affiliates, nor, except as may be expressly provided in this Agreement, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner, except as authorized by such Party in writing.

27.2 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.

28. COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery.

29. VARIATIONS

29.1 No amendment of this Agreement (or any Transaction Document) shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

30. SEVERABILITY

30.1 Each of the provisions of this Agreement and of the Transaction Documents is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it, in that respect, with a valid and enforceable substitute provision, the effect of which is as close to its intended effect as possible.

31. TERM AND TERMINATION

31.1 This Agreement shall come into effect on the Closing Date, and shall automatically terminate:

- (a) with respect to the Investors, upon the Investors ceasing to be Shareholders; or
- (b) with respect to the SGS Shareholders, upon the SGS Shareholders ceasing to be Shareholders.

31.2 This Agreement may be terminated by mutual written consent of the Parties.

31.3 Any termination of this Agreement shall not affect the accrued rights and obligations of the Parties under this Agreement.

31.4 The provisions of clauses 19 (*Confidentiality*), 20 (*Notices*), 31 (*Term and Termination*), 32 (*Governing Law and Jurisdiction*), 33 (*Dispute Resolution*) and **Schedule 7** (*Definitions and Interpretation*), shall survive termination of this Agreement.

32. GOVERNING LAW AND JURISDICTION

32.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with the laws of India.

32.2 Subject to the provisions of clause 33 of this Agreement, the Parties agree to be subject to the exclusive jurisdiction of the courts in Mumbai, India. For the avoidance of doubt, the courts in Mumbai, India shall have exclusive jurisdiction for the purpose of interim or interlocutory orders.

33. DISPUTE RESOLUTION

33.1 In case of any controversy, conflict or dispute of any nature arising out of or relating to or in connection with the provisions of this Agreement, the Parties shall first endeavor to resolve the same through mutual discussions.

33.2 Any controversy, conflict or dispute of any nature arising out of or relating to or in connection with the provisions of this Agreement that cannot be resolved through mutual discussions within 60 (sixty) days after a Party has served a written notice on the other Party requesting commencement of discussions, shall be referred to and finally settled by arbitration under the arbitration rules of the Singapore International Arbitration Centre for the time being in force (the **Rules**), which are deemed to be incorporated in this agreement by reference.

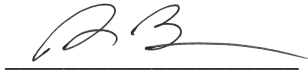
33.3 The arbitral tribunal shall consist of 3 (three) arbitrators appointed in accordance with the Rules. The juridical seat and venue of the arbitration shall be Mumbai and the arbitration proceedings shall be conducted in English. Any award of the arbitral tribunal shall be treated as an award made at the seat of the arbitration.

33.4 The award of the arbitral tribunal shall be final and binding on the Parties. The Parties shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

33.5 Each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitration proceedings, except as may be otherwise determined by the arbitrators.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For **SOUTH ASIA GROWTH FUND II HOLDINGS LLC**

A handwritten signature in black ink, appearing to be 'SB', written over a horizontal line.

Name: Stuart Barkoff

Designation: Authorised Signatory

(This signature page forms an integral part of the Amended and Restated Shareholders' Agreement between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjeet Singh Lonial)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For SOUTH ASIA EBT TRUST

For Orbis Trusteeship Services Private Limited

Name: MURLIDHAR K BAKSHI
Designation: VICE - PRESIDENT



(This signature page forms an integral part of the Amended and Restated Shareholders' Agreement between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjeet Singh Lonial)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For SYRMA SGS TECHNOLOGY PRIVATE LIMITED



Name: T.R. CHARI

Designation: GM - F&S.

(This signature page forms an integral part of the Share Sale and Purchase and Shareholders' Agreement between SGS Tekniks Manufacturing Private Limited, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant, Ranjeet Singh Lonial and Syrma SGS Technology Private Limited)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For **SANDEEP TANDON**



Name:

Designation:

(This signature page forms an integral part of the Amended and Restated Shareholders' Agreement between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjeet Singh Lonial)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For TANCOM ELECTRONICS PRIVATE LIMITED



Name:

Designation:

(This signature page forms an integral part of the Amended and Restated Shareholders' Agreement between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjeet Singh Lonial)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and place first above written.

For **VEENA KUMARI TANDON**

Veena Kumari Tandon

Name:

(This signature page forms an integral part of the Amended and Restated Shareholders' Agreement between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjeet Singh Lonial)

SIGNED by **SANJIV NARAYAN**

)
)
)
)

In the presence of:

AGREED AND ACKNOWLEDGED

SIGNED for and on behalf of **SGS TEKNIKS
MANUFACTURING PRIVATE LIMITED**



By:

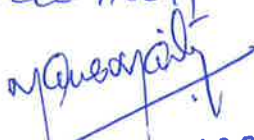
Title:

In the presence of:

1) 

MANMOHAN MEHRA
48 A, Pocket-F
MAJUR VIHAR-DH-2
Delhi 110091

2)


MANAS MAHTY
E-44A, VISHWAS PARK
UTTAM NAGAR,
NEW DELHI - 110059.

AGREED AND ACKNOWLEDGED

SIGNED by SANJIV NARAYAN)

In the presence of:)

SIGNED by SANJIV NARAYAN)

Sanjiv Narayan

1) *[Signature]*

MANMohan MEHRA
40-A, Pkt-F, Mayapuri Vihar
Ph-2, Delhi 110051

2) *[Signature]*

MANAS MAITY
B44A, VISHWAS PARK
UTTAM NAGAR,
NEW DELHI - 110059.

AGREED AND ACKNOWLEDGED

SIGNED by RANJEET SINGH LONIAL

In the presence of:

)
)
)
)



1) 

MAHMOHAN MEHTA
48A, Pocket-F, Mayapuri Vihar
Delhi-2, Delhi-110091

2) 

MANAS MAITY
B44A, VISHWAS PARK
UTTAM NAGAR,
NEW DELHI-110059

AGREED AND ACKNOWLEDGED


SIGNED by JASBIR SINGH GUJRAL



In the presence of:

1) 

MANMOHAN MEHRA
48-A, Pocket-F
Mayapuri Vihar Part-2
Delhi-110071

2) 
MANAS MAITY
B-44A, VISHWAS PARK
UTTAM NAGAR,
NEW DELHI - 110059.

AGREED AND ACKNOWLEDGED

SIGNED by KRISHNA KUMAR PANT

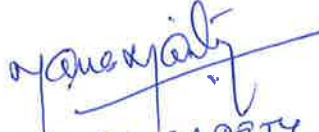
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MANMOHAN MEHRA
48-A, Pocket-F
MAHOK VIKAR DH-2
Delhi-110091

2y 
MANAS MAITY
E-44A, VISHWAS PARK
UTTAM NAGAR
NEW DELHI - 110059.

SCHEDULE 1: INVESTOR RESERVED MATTERS

1. Increase or decrease or other alteration or modification in the authorized, issued and / or paid up share capital of the Company, and / or any reduction of capital and / or any changes to the capital structure of the Company, including the issuance, redemption or buy-back of any Securities or other convertible instruments, share-splits, issuance of bonus shares, grant of options over its securities, restructuring of share capital, any reclassification or creation of new class or series, raising capital by issuing equity / equity-linked securities, convertible debentures or other convertible instruments, in each case other than pursuant to a transaction contemplated under the Agreement, issuance pursuant to the ESIP-1 under clause 12.7 and the exit provisions set out under clause 17;
2. Any initial public offering, other than the Qualified IPO;
3. Any amendment, modification or restatement of the Constitutional Documents of the Company (except in accordance with clause 17);
4. Any acquisition or sale of any assets of the Company in any financial year in excess of 10% (ten per cent.) of the annual budget or the Business Plan (including any line item thereunder);
5. Approval and adoption of the annual budget and the Business Plan, amendment or modification of the annual budget or Business Plan, or taking any action that is inconsistent with the annual budget or Business Plan then in existence (including a prepayment of any term loan debt in excess of 20% (twenty per cent.) of the outstanding term loans at the beginning of the Financial Year); provided such amendment, modification or such inconsistent action has a cumulative value in excess of 10% (ten per cent.) of the annual budget or the Business Plan (including any line item thereunder);
6. Declaration or payment of dividend or other distributions on the Company's Securities;
7. Entering into transactions, arrangements or agreements with the Syrma Promoters, the SGS Shareholders or Connected Persons / Concerns other than pursuant to existing transactions with such parties, details of which have been provided by the Company to the Investors on the Closing Date in writing;
8. Any borrowing, or a series of related borrowings, by the Company in any Financial Year, or the creation of any Encumbrance in connection with any such borrowing provided such borrowings (and the consequent encumbrances in connection with such borrowings) are in excess of 10% (ten per cent.) of the line items set out in the annual budget;
9. Issuance of guarantee(s) otherwise than in Ordinary Course of Business or as contemplated in the annual budget which are in excess of 10% (ten per cent.) of the borrowings (connected with such guarantees) set out in the annual budget;
10. Creation or disposal of any legal entity, partnership, Subsidiary of the Company, merging or demerging with or into any corporation, spin-off, consolidation, business reorganization, division of business or entering into any joint venture or similar arrangement by the Company, acquisition of other businesses or making any investments (other than short term investments in bank deposits / mutual funds to park short term surplus funds), in each case where the proceeds involved is in excess of USD 500,000 (United States Dollar five hundred thousand), or change of Control other than the exit events contemplated under clause 17, bankruptcy, insolvency, liquidation, winding up, dissolution, compromise with creditors, restructuring, whether of assets, debt, shares or otherwise, other similar or related actions, either by or of the Company;

11. Sale of whole or substantially all of the business or assets of the Company;
12. Entering into any material Contract, or a series of material agreements or arrangements unless provided for in the annual budget and in excess of 10% (ten per cent.) of the line item provided in the annual budget;
13. Any (a) capital expenditures; or (b) acquisitions / disposal of capital assets, including but not limited to constructions and leases, unless provided for in the annual budget and which are in excess of 10% (ten per cent.) of the line item provided in the annual budget;
14. Change in the composition of the Board;
15. Appointment / removal of the statutory or internal auditors of the Company, only in the event where such auditors are not members of the Big Four Accounting Firms;
16. Issuance, formulation, creation or adoption of stock option plans, stock appreciation rights plans and / or other management or employee stock incentive plans, or any changes, modifications or amendments thereto, including the creation, formation, termination, etc., of any trusts therefor other than pursuant to the ESIP-1 under clause 12.7;
17. Any variation of the rights attached to the Investor Preference Shares and / or the SGS Shareholders' Equity Shares;
18. Commence or settle any Litigation, arbitration or other proceedings with the Syrma Promoters, the SGS Shareholders and / or Connected Persons / Concerns;
19. Assignment, mortgage, pledge, hypothecation, grant of security interest in, subject to any lien, of any assets or securities of the Company otherwise than as contemplated by the annual budget which amount to exceeding 10% (ten per cent.) of the borrowings (connected with such encumbrances) in the annual budget, in any Financial Year;
20. Any agreement or arrangement to give effect to any of the matters contained in this **Schedule 1** which requires the affirmative consent of the Investors; and
21. Any amendments to the Transaction Documents involving the Company, to which the Investors are not a party.

SCHEDULE 2: SGS RESERVED MATTERS

1. Increase or decrease or other alteration or modification in the authorized, issued and / or paid up share capital of the Company, and / or any reduction of capital and / or any changes to the capital structure of the Company, including the issuance, redemption or buy-back of any Securities (except pursuant to the Investors' rights under clauses 17.10 and 17.11) or other convertible instruments, share-splits, issuance of bonus shares, grant of options over its securities, restructuring of share capital, any reclassification or creation of new class or series, raising capital by issuing equity / equity-linked securities, convertible debentures or other convertible instruments, in each case other than pursuant to a transaction contemplated under this Agreement, issuance pursuant to the ESIP-1 under clause 12.7 and the exit provisions set out under clause 17;
2. Any initial public offering, other than the Qualified IPO;
3. Any amendment, modification or restatement of the Constitutional Documents of the Company (except in accordance with clause 17);
4. Any acquisition or sale of any assets of the Company in any financial year in excess of 10% (ten per cent.) of the annual budget or the Business Plan (including any line item thereunder);
5. Declaration or payment of dividend or other distributions on the Company's Securities;
6. Entering into transactions, arrangements or agreements with the Syrma Promoters, or Connected Persons / Concerns other than pursuant to existing transactions with such parties, details of which have been provided by the Company to the SGS Shareholders on the Closing Date in writing;
7. Creation or disposal of any legal entity, partnership, Subsidiary of the Company, merging or demerging with or into any corporation, spin-off, consolidation, business reorganization, division of business or entering into any joint venture or similar arrangement by the Company, acquisition of other businesses or making any investments (other than short term investments in bank deposits / mutual funds to park short term surplus funds), in each case where the proceeds involved is in excess of USD 500,000 (United States Dollar five hundred thousand), or change of Control other than the exit events contemplated under clause 17, bankruptcy, insolvency, liquidation, winding up, dissolution, compromise with creditors, restructuring, whether of assets, debt, shares or otherwise, other similar or related actions, either by or of the Company;
8. Sale of whole or substantially all of the business or assets of the Company;
9. Entering into any material Contract, or a series of material agreements or arrangements unless provided for in the annual budget and in excess of 10% (ten per cent.) of the line item provided in the annual budget;
10. Any (a) capital expenditures; or (b) acquisitions / disposal of capital assets, including but not limited to constructions and leases, unless provided for in the annual budget and which are in excess of 10% (ten per cent.) of the line item provided in the annual budget;
11. Change in the composition of the Board;
12. Appointment / removal of the statutory or internal auditors of the Company, only in the event where such auditors are not members of the Big Four Accounting Firms;

13. Issuance, formulation, creation or adoption of stock option plans, stock appreciation rights plans and / or other management or employee stock incentive plans, or any changes, modifications or amendments thereto, including the creation, formation, termination, etc., of any trusts therefor other than pursuant to the ESIP-1 under clause 12.7;
14. Any variation of the rights attached to the Investor Preference Shares and / or the SGS Shareholders' Equity Shares;
15. Any agreement or arrangement to give effect to any of the matters contained in this **Schedule 2** which requires the affirmative consent of the SGS Shareholders; and
16. Any amendments to the Transaction Documents involving the Company, to which the SGS Shareholders are not a party.

SCHEDULE 3: DEED OF ADHERENCE

Reference is made to the [*transfer document*], dated [●] between [*transferor*] (the ***Transferor***) and the undersigned, pursuant to which the Transferor shall sell to the undersigned, and the undersigned shall purchase from the Transferor, [*number*] [*type of Securities*], for a consideration equal to INR [●] (Rupees [●]). It is a condition to the completion of such sale and purchase that the undersigned becomes a party to the Amended and Restated Shareholders' Agreement dated [●], between South Asia Growth Fund II Holdings LLC, South Asia EBT Trust, Syrma SGS Technology Private Limited, Sandeep Tandon, Tancom Electronics Private Limited, Veena Kumari Tandon, Reliance Consultancy Services Private Limited, Advance Motors Technology Private Limited, Tandon Holdings Limited, Sanjiv Narayan, Jasbir Singh Gujral, Krishna Kumar Pant and Ranjit Singh Lonial (***Amended and Restated Shareholders' Agreement***).

Accordingly, by the execution of this Deed of Adherence, the undersigned ratifies and shall become a party to the Amended and Restated Shareholders' Agreement, and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Amended and Restated Shareholders' Agreement, and to the extent applicable, the Transaction Documents (as defined in the Amended and Restated Shareholders' Agreement), as though an original party thereto, and shall be deemed to be a shareholder Party and as [a] [Syrma Promoter] / [other shareholder] / [Investor Fund / Co-investor] / [SGS Shareholder] for all purposes thereunder. The undersigned authorizes this signature page to be attached to and made part of the Amended and Restated Shareholders' Agreement.

The undersigned acknowledges and agrees that it is aware of the terms of the Amended and Restated Shareholders' Agreement and the rights of the Investors and the SGS Shareholders as specified therein, and their respective obligations thereunder, and agrees to the same.

Unless otherwise specified or inconsistent with the context, words and expressions used but not defined in this Deed of Adherence shall take their meanings from the Amended and Restated Shareholders' Agreement.

This Deed of Adherence shall be governed by and construed in accordance with the laws of India and shall be subject to the provisions of clauses 32 (*Governing Law and Jurisdiction*) and 33 (*Dispute Resolution*) of the Amended and Restated Shareholders' Agreement.

The address of the undersigned for the purpose of all notices under the Amended and Restated Shareholders' Agreement is:

Address: [●]
Email: [●]

For the attention of: [●]

[For] [For and on behalf of] [*Name of the new shareholder*]

Name: [●]
[Designation: [●]]

[*Signatures of the other parties to the Amended and Restated Shareholders' Agreement*]

SCHEDULE 4: COVENANTS

The Company shall at all times:

- (a) comply with the ESA Plan and the applicable ESA Law, and comply with Anti-Corruption Laws subject to provisions of clauses 18.10 – 18.12 and the Company shall, at its quarterly Board meeting, review / monitor such compliance;
- (b) maintain and keep all its Intellectual Property Rights confidential (other than disclosure pursuant to its business and activities and on a need-to-know basis) and in good order;
- (c) notify the Investors and the SGS Shareholders, as soon as practicably possible, if the Company ceases to hold any material Consent and / or Governmental Approval or if any regulatory enquiry, investigation or proceeding is initiated against the Company, the SGS Shareholders and / or the Syrma Promoters;
- (d) ensure that it is staffed with a professional management team or engages consultants, including requisite Key Managerial Personnel, with the necessary managerial and technical expertise, such that it operates in a manner consistent with Law, good industry practice in this regard and have requisite qualified resources required for this purpose;
- (e) maintain adequate insurance coverage for all of its assets and properties in line with industry practice;
- (f) maintain and adopt the ESA Plan, to bring its environmental health & safety, labour and social practices reasonably in line with international best practices (such as International Finance Corporation's Performance Standards, applicable to manufacturing companies) with reasonable assistance from the Investors in this regard;
- (g) ensure that it shall not direct its directors, employees, agents or representatives to commit any offence under any applicable Anti-Corruption Laws (under clauses 18.10 – 18.12), and shall inform its contractors and sub-contractors to adopt similar compliance requirements;
- (h) ensure the effectiveness of, internal controls, ethics and compliance programmes or measures for preventing and detecting compliance breaches in relation to anti-bribery, anti-money laundering, anti-trust and data privacy;
- (i) notify the Investors and the SGS Shareholders of any material loss or damage suffered by the Company, which amount to or exceed INR 10,000,000 (Rupees ten million); and
- (j) ensure that the statutory books and registers are duly maintained as per applicable Law.

SCHEDULE 5: OPERATIONAL MATTERS

1. Approval and adoption of the annual budget and the Business Plan, amendment or modification of the annual budget or Business Plan, or taking any action that is inconsistent with the annual budget or Business Plan then in existence (including a prepayment of any term loan debt in excess of 20% (twenty per cent.) of the outstanding term loans at the beginning of the Financial Year) provided such amendment, modification or such inconsistent action has a cumulative value in excess of 10% (ten per cent.) of the annual budget or the Business Plan (including any line item thereunder);
2. Any borrowing, or a series of related borrowings, by the Company in any Financial Year, or the creation of any Encumbrance in connection with any such borrowing provided such borrowings (and the consequent encumbrances in connection with such borrowings) are in excess of 10% (ten per cent.) of the line items set out in the annual budget;
3. Issuance of guarantee(s) otherwise than in Ordinary Course of Business or as contemplated in the annual budget which are in excess of 10% (ten per cent.) of the borrowings (connected with such guarantees) set out in the annual budget;
4. Commence or settle any Litigation, arbitration or other proceedings with the Syrma Promoters, the SGS Shareholders and / or Connected Persons / Concerns; and
5. Assignment, mortgage, pledge, hypothecation, grant of security interest in, subject to any lien, of any assets or securities of the Company otherwise than as contemplated by the annual budget which amount to exceeding 10% (ten per cent.) of the borrowings (connected with such encumbrances) in the annual budget, in any Financial Year.

SCHEDULE 6: ESA PLAN

Part A: Environment and Social Action Plan (Syrma)

Table 7-1 - Environment and Social Action Plan for the Project

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
1	Consent to Operate under Air Act: STPL Bawal has not intimated the Haryana State Pollution Control Board (HSPCB) of the presence of three (03) exhaust outlet connected to i) reflow oven, ii) wave soldering machine and iii) manual soldering.	M	<ul style="list-style-type: none"> STPL Bawal to intimate HSPCB of the presence of the three (03) exhaust outlets connected to reflow oven, wave soldering machine and manual soldering other than from the DG Stack. If required, obtain CTO for STPL Bawal 	<ul style="list-style-type: none"> Intimation letter/application copy submitted to HSPCB for intimation of exhausts located at STPL Bawal (Or amended CTO with stacks declared) and Documentation related to communication with authorities 	<i>6 – 9 Months</i>
2.	Consent to Operate under Air Act: STPL Bargur has not declared one Diesel Generator set installed at the Site.	L	<ul style="list-style-type: none"> STPL Bargur to submit application for amendment of the CTO to include the additional DG set installed at the Site 	<ul style="list-style-type: none"> Application copy of CTO of STPL Bargur; Documentation related to communication and follow-up with authorities 	<i>6– 9 Months</i>
3	Hazardous Waste Authorisation: The current hazardous waste authorization of STPL Unit I Chennai, Tamil Nadu does not include oil contaminated cotton waste (5.2 of Schedule I of HWR, 2016) and empty barrels/containers/liners contaminated with hazardous	M	<ul style="list-style-type: none"> STPL Unit I Chennai to submit application for amendment of the hazardous waste authorisation to include all hazardous waste generated at the Site. 	<ul style="list-style-type: none"> Application copy of Hazardous Waste Authorisation for STPL Unit I Chennai and Hazardous Waste Authorisation for STPL Bargur; 	<i>3 – 6 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	chemicals/wastes (33.1 of Schedule I of HWR, 2016) No hazardous waste authorisation available for the STPL Bargur Plant		<ul style="list-style-type: none"> STPL Bargur to obtain hazardous waste authorisation from TNPCB 	<ul style="list-style-type: none"> Documentation related to communication and follow-up with authorities 	
4.	Biomedical Waste Authorization (BWA) - STPL Bawal & STPL Bargur have not obtained biomedical waste authorisation	L	<ul style="list-style-type: none"> Submit an application to concerned State Pollution Control Board (SPCB) for obtaining BWA license under Biomedical Waste Management Rules, 2016 	<ul style="list-style-type: none"> Application copy of Biomedical Waste Authorization; Documentation related to communication and follow-up with authorities 	6– 9 Months
5.	Borewell License - STPL Unit I Chennai, STPL Unit II Chennai and STPL Bargur have installed borewell for abstraction of groundwater. No records relating to regulatory approvals for groundwater abstraction (permits from CGWB/SGWB) were made available for review	L	<ul style="list-style-type: none"> STPL Unit I Chennai, STPL Unit II Chennai and STPL Bargur to submit an application to obtain permit for abstraction of groundwater from the borewell. 	<ul style="list-style-type: none"> Application copy of NOC for groundwater abstraction; Documentation related to communication and follow-up with authorities 	6– 9 Months
6.	Labour License - The Labour license for STPL Bargur is obtained for a maximum of 350 workers. The Site currently employs ~440 contractor employees	M	<ul style="list-style-type: none"> STPL Bargur to submit an application to amend the license to reflect the increased number of contract employees at the Site 	<ul style="list-style-type: none"> Application copy of amended Labour License; Documentation related to communication and follow-up with authorities (until amended copy of labour license is obtained. 	3 – 6 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
7	Creche Facilities – STPL Bargur does not have any Creche Facilities. As reported STPL is in process of developing a Creche facility at STPL Bargur	M	<ul style="list-style-type: none"> STPL Bargur to develop a dedicated Creche as per the requirements of the Factories Act, 1948. 	<ul style="list-style-type: none"> Intimation letter to the Labour Officer indicating the setting up of Creche at STPL Bawal. 	<i>6 – 9 Months</i>
8.	Environment and Social Management System - Although many requirements of an ESMS have been covered through managements systems under EMS, OHSAS, various procedures, checklists, programs, etc., however, these are not integrated under a single overarching system which can formalize and integrate the entire management system under one umbrella system for better control and co-ordination. The current management system implemented does not include social aspects such as contractor management system, Stakeholder engagement plan external Communications and Grievance Mechanisms	M	<ul style="list-style-type: none"> Develop an overarching management system framework i.e. an ESMS Framework, at the corporate level which addresses the requirements such as management of labour, social issues and integrate established EHS systems across the sites. All the operational procedures (under ISO, OHSAS, HR manual, OCP, Risk Assessment, etc.), currently developed at the corporate and site level, should be structured and consolidated under the ESMS to ensure management of E&S risk (throughout the business life cycle from project inception, construction, operation and closure), performance consistency and uniformity in EHS management practices for 	<ul style="list-style-type: none"> Corporate ESMS Framework Document (incorporating the suggested details); Updated ESMS Team Structure; 	<i>9 - 12 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			<p>all current and upcoming sites/operations;</p> <ul style="list-style-type: none"> The ESMS to describe the composition of the EHS/ESMS Committee, including defined roles and responsibilities of the committee members at the corporate level and site level including the review and reporting mechanism from site level to the corporate level. 		
9.	<p>Environment and Social Policy - The coverage of the current Environment and OHS policy does not include social elements (including that of CSR and Human Rights) establishing company's commitment towards a sound social performance and management of social aspects.</p>	L	<ul style="list-style-type: none"> STPL to develop an overarching policy on Social, Human Rights and CSR aspects (either as a separate policy or integrated with existing QEOHS policy) specifying company's commitment towards sound social and Human Rights performance and management of social and related aspects. 	<ul style="list-style-type: none"> Copy of Environmental & Social policy with the mentioned environmental and social objectives 	<i>9 – 12 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
10.	<p>Identification of Risks and Impacts - The Aspect-Impact Analysis does not include any social component including labour aspects</p> <p>STPL does not have a formal legal register to track all applicable requirements related to EHS and labour regulations and associated compliance conditions.</p>	L	<ul style="list-style-type: none"> • As part of the ESMS, a formal E&S screening and risk assessment process should be developed at the corporate level. • All the contractors/suppliers being hired by STPL Corporate or site should be required to follow all the existing E&S procedures and policies of STPL (including the ones developed as part of ESMS). Relevant EHS requirement and compliance to the same may be stipulated in the agreements with all the contractors, supplier, vendors, etc. • STPL to include social components in Aspect - Impact Analysis • STPL to develop a formal legal register to track all applicable requirements related to EHS and labour regulations and associated compliance conditions through the project lifecycle and associated 	<ul style="list-style-type: none"> • Copy of E&S screening and risk assessment procedure/checklist • Copy of sample contractor agreements with E&S clauses added. • Copy of updated AIA with social component • Copy of Legal Register 	<i>9 – 12 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			<p>compliance conditions through the project lifecycle.</p>		
11.	<p>Management Programs – Copies of the Environmental Management Programs implemented at the Site were not available for review to comment on their adequacy.</p> <p>Procedures relating to personal protective equipment (PPE) identification and usage, contractor screening and management, stakeholder engagement and external grievance mechanism has not been included in the IMS manual. Procedures relating to personal protective equipment (PPE) identification and usage, contractor screening and management, stakeholder engagement and external grievance mechanism has not been included in the IMS manual.</p>	L	<ul style="list-style-type: none"> • STPL to ensure that EMP is developed based on an internal risk assessment (HIRA and aspect-impact). The various programs and procedures shall include but are not limited to: <ul style="list-style-type: none"> • Wastewater management; • Waste management (including waste inventory, waste segregation and onsite management, collection and disposal arrangements, waste records); • Air pollution control; • Resources efficiency and energy conservation; 	<ul style="list-style-type: none"> • Provide copies of existing management program to check the adequacy and alignment of the same to applicable IFC requirement. In case gaps are identified updation of the program. • Develop formal processes around PPE identification and usage, contractor screening and management, stakeholder engagement and external grievance mechanism in the IMS Manual 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			<ul style="list-style-type: none"> • Machine and electrical safety; • Fire safety; • Material movement, ergonomics, lifting; • Accident/incident reporting and investigation procedure; • Emergency response plan; and • EHS monitoring program. • STPL to develop procedures relating to PPE identification and usage, contractor screening and management, stakeholder engagement and external grievance mechanism in the IMS Manual 		
12.	<p>Organisational Capacity and Competency No dedicated professional for overall supervision of EHS aspects at the Site level is available. The EHS related aspects at each of the STPL sites are being jointly managed by HR and Quality department</p>	L	<ul style="list-style-type: none"> • A formal EHS committee (with representations from HR, Admin, Supply Chain & Procurement, Logistics, Finance, Legal, etc.) be established at the corporate level to review EHS aspects for all sites 	<ul style="list-style-type: none"> • Copies of job descriptions of professionals at Site level undertaking overall supervision of EHS and Social aspects; • A Formal EHS committee at Corporate level with 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			<p>throughout the project cycle.</p> <ul style="list-style-type: none"> EHS Management at the Site level to be strengthened including defined roles and responsibilities with respect to implementation of E&S procedures 	<p>defined roles and responsibilities.</p>	
13.	<p>Stakeholder Engagement - No Stakeholder Engagement Plan (SEP) has been developed by STPL.</p>	L	<ul style="list-style-type: none"> Considering the scale of operations and the limited number of stakeholders that impact or are impacted by STPL's operations, STPL should develop a formal SEP. It is recommended that the SEP should incorporate elements such as identification of direct and indirect stakeholders; area of influence; communication methods; documentation of meetings and monitoring and review of the engagement process. 	<ul style="list-style-type: none"> Stakeholder Engagement Plan (SEP) 	<p><i>6 – 9 Months</i></p>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
14.	<p>External communication and Grievance Mechanism - STPL does not have any structured and documented procedure for dissemination of information or seeking opinions and views of external stakeholders on aspects relevant to its business and conduct towards the local communities.</p> <p>STPL does not have a Mechanism for redressal and handling of external grievance.</p>	L	<ul style="list-style-type: none"> STPL needs to develop a SOP for External Communications; and The company should formulate an External Grievance Redressal Mechanism to address the concerns and grievances of external stakeholders. 	<ul style="list-style-type: none"> Mechanism and Procedure for Grievance Redressal 	6 – 9 Months
15.	<p>Human Resource Policies and Procedures - Review of the policies and elements encompassing the HR Policy Manual of STPL indicate that they are scaled to the operations of the company and have been developed corresponding to the size and workforce. However, there are some Policies that were observed to be missing in the HR Policy Manual including Promotion Policy; Retirement Policy; Contractor Management Policy; Grievance Redress Policy; Policy on Non-discrimination and Equal Opportunity Employer; and Retrenchment Policy.</p>	L	<ul style="list-style-type: none"> STPL HR Policy manual to be revised to include Promotion Policy; Retirement Policy; Contractor Management Policy; Grievance Redress Policy; Policy on Non-discrimination and Equal Opportunity Employer; and Retrenchment Policy. 	<ul style="list-style-type: none"> Updated HR Policy Manual (with incorporation of missing policies). 	6 – 9 Months
16.	<p>Working Conditions and Terms of Employment – - STPL has engaged Senthil Security Services – a third-party security agency for providing security personnel across the STPL Sites. The security agency is responsible for providing 24-hour security at all the sites</p>	M	<ul style="list-style-type: none"> It is recommended that STPL through its contractor hires security personnel in three shifts of 8 hours each. 	<ul style="list-style-type: none"> Attendance register indicating the working hours 	9 – 12 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	<p>for which security guards in shifts of 12 hours shifts are deployed per day. A combined total of 20-22 security guards are currently engaged by STPL to provide security across its various facilities.</p> <p>The current engagement is in non-compliance to Section 51 and Section 64 of the Factories Act, 1948 with respect to daily working hour and overtime; and</p> <p>No overtime is being paid to the security guards.</p> <p>It is an industry wide practise in India for Security Guards to conduct 12 hours shifts.</p>				
17.	Retrenchment - There is no formal policy on Retrenchment.	L	<ul style="list-style-type: none"> Please refer to sl. no. 15. 	<ul style="list-style-type: none"> Please refer to sl. no. 15. 	--
18.	Grievance Redressal Mechanism (Policies & Procedures) -STPL does not have a formal Grievance Redressal Policy.	L	<ul style="list-style-type: none"> Please refer to sl. no. 15. 	<ul style="list-style-type: none"> Please refer to sl. no. 15. 	--

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
19.	<p>Occupational Health and Safety - No LOTO program has been formulated.</p> <p>Gaps with respect to Fire & Life Safety Elements¹ have been identified across STPL sites during the assessment. A Fire and Life Safety risk assessment of STPL sites has not been conducted to identify the gaps.</p>	H	<ul style="list-style-type: none"> STPL to develop and implement LOTO at the site. Comprehensive Fire and Life Safety Audit to be conducted by competent personnel / consultants and implement the relevant recommendations of the study in consultation with the experts. 	<ul style="list-style-type: none"> LOTO Program Comprehensive Fire and Life Safety Audit Necessary interventions as needed at the Site 	<i>12 – 16 Months</i>
20.	<p>Air Pollution Management: STPL Bawal does not undertake emission monitoring of the exhausts connected to the reflow oven and manual soldering.</p>	L	<ul style="list-style-type: none"> STPL Bawal to undertake emission monitoring for the stacks connected to reflow oven and manual soldering 	<ul style="list-style-type: none"> Copy of monitoring reports for stack emission 	<i>3-6 Months</i>
21.	<p>Wastewater Management - STPL Chennai Unit II has not conducted characterisation study for the minor quantities of industrial wastewater (~60L annually) generated during the stencil cleaning operation.</p>	L	<ul style="list-style-type: none"> STPL Chennai Unit II to undertake analysis of the wastewater generated during stencil cleaning operation. 	<ul style="list-style-type: none"> Copy of analysis report for the wastewater generated during stencil cleaning operations. 	<i>3-6 Months</i>

¹ Fire and Life Safety elements such as fire compartmentation, fire resistant door requirements, fire evacuation route, direction of opening of fire exit door and fire safety arrangements (including smoke detectors, fire hydrants and manual call points)

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
22.	<p>Hazardous Waste Management – No dedicated storage area for hazardous waste and if provided are storage area does not have adequate provisions in accordance with HWR, 2016 such as secondary containment, spill control kits, segregated storage</p> <p>Hazardous waste from the STPL Bawal is not disposed of through an approved vendor.</p>	M	<ul style="list-style-type: none"> • Dedicated hazardous waste storage area with adequate provisions such as secondary containment and spill control kits at STPL Unit I Chennai, STPL Unit II Chennai & STPL Bargur. Tamil Nadu. • STPL Bawal to ensure that all the hazardous waste is disposed to authorised vendors 	<ul style="list-style-type: none"> • Pictures of hazardous waste storage area • Copy of agreements with vendor collecting hazardous waste from the premises (including their authorizations from concerned HSPCB for waste collection); 	6 -9 Months
23.	<p>Hazardous Material Management - No desktop based chemical compatibility study has been undertaken by STPL</p> <p>Limited secondary containment has been provided to the chemical storages across all STPL sites. No spill kits provided to the storage areas across all STPL sites</p> <p>No flame proof cabinets provided at the STPL Unit I Chennai and STPL Bargur</p> <p>Lack in awareness of employees with respect to hazardous material handling at the Sites.</p>	L	<ul style="list-style-type: none"> • STPL to undertake desktop based chemical compatibility study across all Sites. • STPL to provide proper secondary containment and spill kits across all Sites. • Flame proof cabinets to be provided at STPL Unit I Chennai and STPL Bargur for highly flammable chemicals. • STPL to impart awareness of employees with respect to hazardous material handling across all Sites. 	<ul style="list-style-type: none"> • Chemical compatibility study • Secondary containment, spill kit and flame proof cabinet • Training records 	6-12 months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
24.	Water Management - STPL Unit I Chennai, STPL Unit II Chennai and STPL Bargur do not monitor water consumption at present and no meters have been provided at abstraction bore-wells for recording groundwater withdrawn from site for various purposes.	L	<ul style="list-style-type: none"> STPL Unit I Chennai, STPL Unit II Chennai and STPL Bargur to install water meters and monitor water consumption at the Site. 	<ul style="list-style-type: none"> Photograph of water meters installed at the Sites and copies of water consumption records 	<i>6-9 Months</i>
25.	Community Health & Safety - Emergency Preparedness - The various emergency scenarios that might arise owing to the operations of STPL have not been shared with the local communities.	L	<ul style="list-style-type: none"> As best practice, the company may consider sharing emergency scenarios in an informal manner with the local communities. 	<ul style="list-style-type: none"> Communication of ERP to local communities 	<i>6- 9 Months</i>
26.	UNGP Principle -15 -STPL does not have a policy statement on Human Rights and has not defined any procedure for conducting Human Rights Due Diligence (HRDD) for its operations	L	<ul style="list-style-type: none"> Please refer to sl. no. 8. 	<ul style="list-style-type: none"> Please refer to sl. no. 8. 	<i>2-3 Months</i>
27.	UNGP Principle-17 -STPL has not conducted HRDD for their operational impacts.	L	<ul style="list-style-type: none"> STPL to develop a Human Rights checklist. The checklist can then be used to assess compliance of the various components of the value chain to the UNGP principles. 	Human Rights Checklist and related Corrective Action Plan.	9 - 15 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
28.	<p>UNGP Principle-19 and UNGP Principle- 20 - STPL does not have procedures and standards to mitigate and remediate impact on human rights for its business operations.</p>	<p>L</p>	<ul style="list-style-type: none"> • STPL is recommended to upgrade the HR manual procedures to incorporate human rights principle. 	<ul style="list-style-type: none"> ○ Revised HR procedure including Human Rights principles 	<p><i>9 - 15 Months</i></p>

Part B: Environment and Social Action Plan (SGS Tekniks)

Table 7-2 - Environment and Social Action Plan for the Project

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
1.	<p>Consent to Operate (CTO) SGS Bengaluru Unit-II - Consent to Operate (CTO) has not been obtained for the site operations.</p>	L	<ul style="list-style-type: none"> Follow-up with the SPCB and maintain records related to the communications received for the same 	<ul style="list-style-type: none"> Copy of Consent to Operate (CTO); Documentation related to communication with authorities (until the CTO is obtained) 	<i>3 – 6 Months</i>
2.	<p>Hazardous Waste Authorization IMT Manesar; SGS Gurgaon; SGS Baddi (Unit-II) and SGS Bengaluru (Unit-II) - HWA or Exempt application from State Pollution Control Board were not available for review.</p>	L	<ul style="list-style-type: none"> Follow-up with the SPCB and maintain records related to the communications received for the same 	<ul style="list-style-type: none"> Copy of CCHWA Permits or Exemption Certificate from the concerned SPCB. 	<i>3 – 6 Months</i>
3.	<p>E-Waste Authorization E-Waste Authorization (as a Manufacturer of Electrical and Electronic Equipment's) has not been obtained for any facility.</p>	M	<ul style="list-style-type: none"> Submit an application to concerned SPCB for obtaining E- Waste Authorization at respective facilities. 	<ul style="list-style-type: none"> Copy of E-Waste Authorization. 	<i>3 – 6 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
4.	<p>Biomedical Waste Authorization</p> <p>Biomedical Waste Authorization not obtained for any of the manufacturing facilities viz., SGS-IMT Manesar, SGS Infocity Gurgaon, SGS Bengaluru Unit-1 and Unit-2, SGS Baddi Unit-1 and Unit-2.</p>	L	<ul style="list-style-type: none"> • Submit an application to concerned SPCB for obtaining Biomedical Waste Authorization (BWA) at respective facilities i.e., SGS-IMT Manesar, SGS Infocity Gurgaon, SGS Bengaluru Unit-1 and Unit-2, SGS Baddi Unit-1 and Unit-2; • Document records of related to periodic correspondence with SPCB to be maintained (until BWA is obtained) 	<ul style="list-style-type: none"> ○ Copy of submitted application to SPCB; ○ Periodic correspondence records with SPCB or Copy of BWA obtained for facility; ○ Agreement with Authorized vendor for collection of biomedical waste from the respective sites. 	6 – 9 Months
5.	<p>Fire NOC</p> <p>SGS Gurgaon - Existing Fire NOC does not cover the Third Floor of the Building (including Canteen and New Production Area).</p> <p>SGS Bangalore (Unit-II) – Fire NOC not received</p>	M	<p>SGS Gurgaon</p> <ul style="list-style-type: none"> • Obtain Revised Fire NOC covering the entire structure and all the floors; <p>SGS Bangalore (Unit-II)</p> <ul style="list-style-type: none"> • Follow-up for obtaining Fire NOC. 	<ul style="list-style-type: none"> ○ Records related to Implementation of Recommended actions 	Within 6 – 9 Months of the Closing
6.	<p>License under Inter-State Migrant Workers Act</p> <p>IMT Manesar; SGS Gurgaon; SGS Baddi - The license under Interstate Migrant Workers Act has not been obtained for these sites.</p>	M	<ul style="list-style-type: none"> • Obtain license as per the Interstate Migrant Workmen Act 1979; • Maintain records of migrant workers details, place of domicile, security verification documents, wages and 	<ul style="list-style-type: none"> ○ Licences under Inter-State Migrant Workmen Act; ○ Documented HR records associated with migrant Workmen. 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			benefits accrued by the migrant workers etc.		
7.	<p>Environment and Social Management System Following aspects were not covered in the systems and procedures developed for SGS sites:-</p> <p><u>7.1.</u> Stakeholder engagement and grievance mechanism for External Stakeholder;</p> <p><u>7.2.</u> Monitoring and Reporting System including regular review of performance of the Environment, Social, Health and Safety (ESHS) Management System; internal/external assessments and reporting to the management /board/investors;</p> <p><u>7.3.</u> Absence of an integrated overarching system which can formalize and integrate the entire management system under one umbrella for better control and coordination.</p>	M	<ul style="list-style-type: none"> • Following Recommendations are suggested for the identified gaps:- <ul style="list-style-type: none"> - Develop Stakeholder engagement and grievance mechanism both for Internal and External Stakeholder; - Monitoring and Reporting System to include periodic review of EHSMS performance; internal/external assessments and reporting to the management /board/investors; - Develop an overarching management system framework i.e. an ESMS Framework, at the corporate level which addresses the requirements such as management of labour, social issues and 	<ul style="list-style-type: none"> ○ Corporate ESMS Framework Document (incorporating the suggested details); ○ Stakeholder Engagement Plan and Implementation Records. IMT Manesar and SGS Gurgaon. 	<i>9 – 12 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			integrate established EHS systems across the sites.		
8.	<p>Environment and Social Policy</p> <p>SGS does not have an overarching policy (such as CSR policy) establishing company's commitment towards a sound social performance and management of social aspects.</p>	L	<ul style="list-style-type: none"> •SGS to develop an overarching policy on Social, Human Rights and CSR aspects² specifying company's commitment towards sound social and Human Rights performance and management of social and related aspects. 	<ul style="list-style-type: none"> ○ Updated QEOHS Policy or standalone overarching policy on Social, Human Rights and CSR aspects. 	9 – 12 Months
9.	<p>Identification of Risks and Impacts</p> <p><u>IMT-Manesar and SGS Gurgaon</u></p> <p><u>9.1.</u> Risk assessments do not include activity-based mapping. The risk assessments does not capture all activities, hazards, processes, identified control measures (as per control hierarchy) and residual risk (post implementation of control measures);</p> <p><u>9.2.</u> The designations of the persons responsible for conducting and reviewing risk assessment documents were not indicated as a part of HIRA</p>	L	<ul style="list-style-type: none"> •Site specific HIRA to be reviewed and revised by competent personnel to ensure that hazards related to all processes/sub-processes and associated individual activities are identified and mitigated through appropriate control measures (as per control hierarchy). Ensure that the residual risks (after implementation of control measures) are identified and acceptable. SGS Baddi (Unit-I and Unit-II) 	<ul style="list-style-type: none"> ○ Updated Risk Assessments (incorporating the suggested details); ○ Implementation of Control Measures as identified based on Risk Assessments. 	9 – 12 Months

² either as a separate policy or integrated with existing QEOHS policy

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	<p>document. Based on the interactions with the site personnel, it was noted that they have a limited understanding of the risk assessment, control and monitoring process.</p> <p>SGS Baddi (Unit-I and Unit-II)</p> <p><u>9.3.</u> Similar Risk Priority Number (RPN) was provided for all the production processes and activities i.e., RPN of 12 in spite of them having different level of risks. Also, the control measures have not been identified (as per control hierarchy) and Residual Risk (post implementation of identified control measures) not calculated;</p> <p>SGS Bangalore</p> <p><u>9.4.</u> Formal risk assessments of the various operations (incl. Environment and Social) have not been conducted.</p>		<ul style="list-style-type: none"> •Risk Ratings to be reviewed by a competent person to ensure that the anticipated risk is appropriately captured as per the actual severity; •Ensure that hazards are identified and mitigated through appropriate control measures (as per control hierarchy) and the same along with the residual risk (post implementation of control measures) form a part of the updated HIRA document; •Formal risk assessments to be undertaken a competent personnel and identified control measures implemented. (SGS Bangalore (Unit-I and Unit-II)) 		
10.	<p>Management Programs</p> <p><u>10.1.</u> Procedure such as specifying EOHS related goals, targets and monitoring aspects etc. have not been effectively implemented which can be ascertained from the fact that no document/ records were available related to corporate EOHS goals,</p>	L	<p>Some of the recommendations (common across all SGS sites) against the Gaps include the following -</p> <ul style="list-style-type: none"> •Ensure that corporate procedures based on setting of EOHS Goals and Targets, Monitoring and Evaluation are translated into time-based 	<ul style="list-style-type: none"> ○ Site specific measurable Targets and Goals against EOHS performance and related metrics; ○ Procedure for Contractor Risk Screening and External Stakeholder Engagement. 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	<p>individual site based measurable targets (YoY basis) and their progress (against these) for the current financial year;</p> <p><u>10.2.</u> Although legal requirements have been mapped, a legal compliance tracker with a provision to send updates and alerts as and when required for respective Sites was not available;</p> <p><u>10.3.</u> Some of the procedures such as contractor screening, stakeholder engagement and management of external grievance are either not well defined or lack effective implementation.</p>		<p>measurable targets and progress trackers for each Site. The progress against the specific metrics to be tracked YoY basis and against a set benchmark (defined pre-set goal);</p> <ul style="list-style-type: none"> •Legal compliance tracker (preferably an online system) with specific access for monitoring and escalation alerts at corporate level to be explored; •Procedures for contractor screening and risk management; Stakeholder engagement and management of external grievance to be defined, communicated and implemented. 		

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
11..	<p>Emergency Preparedness and Response</p> <p><u>11.1.</u> Gaps with respect to Fire & Life Safety Elements have been identified across SGS sites during the assessment. A Fire and Life Safety risk assessment of SGS sites has not been conducted to identify these gaps.</p> <p><u>11.2.</u> Gaps in ERP of SGS Bangalore Unit-I with respect to details of key persons responsible for handling emergency situations, no evacuation plans included in the guidelines and no procedure for Incident communication and no specific ERP for Unit II has been developed.</p>	H	<p>Recommendations against Site specific Gaps:-</p> <ul style="list-style-type: none"> ●Comprehensive Fire and Life Safety Audit to be conducted by competent personnel / consultants and implement the relevant recommendations of the study in consultation with the experts ●Updated copies of ERP for SGS Bangalore (Unit-I & Unit-II) to include the mentioned elements. 	<ul style="list-style-type: none"> ○ Comprehensive Fire and Life Safety Audit ○ Necessary interventions as needed at the Site ○ Copies of ERP for SGS Bangalore (Unit-I & Unit-II) ○ 	<i>12 – 16 Months</i>
12.	<p>Stakeholder Engagement</p> <p>A formal Stakeholder Engagement Plan tailored to the characteristics and interests of identified stakeholders not developed.</p>	L	<ul style="list-style-type: none"> ●A formal Stakeholder Engagement Plan (SEP) is required to be developed as part of its Environment and Social Management System (ESMS) to engage the various stakeholders on a regular basis. The SEP to document the communications methods to be used, documentation of meetings conducted and monitoring and review of the process. 	<ul style="list-style-type: none"> ○ Stakeholder Engagement Plan and Implementation Records 	<i>6 – 9 Months</i>

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
13.	<p>External Communication and Grievance</p> <p><u>13.1.</u> SGS does not have any structured and documented procedure for dissemination of information or seeking opinions and views of external stakeholders on aspects relevant to its business and conduct towards the local communities;</p> <p><u>13.2.</u> SGS does not have mechanism for external Grievance Redressal.</p>	L	<ul style="list-style-type: none"> ● Identify all external stakeholders related to their operations and develop a SOP for External Communications; and ● Implement a GRM to address the concerns and grievances of external stakeholders. 	<ul style="list-style-type: none"> ○ SOP for stakeholder identification and communications. Site specific records of all identified stakeholders; ○ Records related to Grievance Monitoring (for external Stakeholders) <p><i>Applicable if any such grievance is registered.</i></p>	6 – 9 Months
14.	<p>Human Resource Policies and Procedures</p> <p><u>14.1.</u> Review of the various elements encompassing the HR Policy Manual of SGS indicates that they are scaled to the operations of the company and have been developed corresponding to the size and workforce. However, there are some Policies that were observed to be missing in the HR Policy Manual including the following –</p> <ul style="list-style-type: none"> - Policy on Non-Discrimination and Equal Opportunity; - Contractor Management Policy/ Policy on management of contractual workers; and - Retrenchment Policy. 	L	<ul style="list-style-type: none"> ● SGS HR Policy manual to be revised to include the following policies: - <ul style="list-style-type: none"> - Policy on Non-Discrimination and Equal Opportunity; - Contractor Management Policy/ Policy on management of contractual workers; and - Retrenchment Policy. ● Establish a dedicated system for registering and maintenance of grievances through documented records and data logs. 	<ul style="list-style-type: none"> ○ Updated HR Policy Manual (with suggested inclusions) ○ Documented records / Data logs for registered grievance and related monitoring. 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	<u>14.2.</u> The process for registering of grievances is informal and no recording or documented resolution of grievances was observed at any of the facilities.				
15.	<p>Working Conditions and Terms of Employment</p> <p>No overtime is being paid to the security guards</p> <p>It is an industry wide practise in India for Security Guards to conduct 12 hours shifts</p>	M	<ul style="list-style-type: none"> It is recommended that SGS through its contractor hires security personnel in three shifts of 8 hours each. 	<ul style="list-style-type: none"> Attendance register indicating the working hours 	9 – 12 Months
16.	<p>Non-discrimination and Equal Opportunity</p> <p>SGS does not have a documented policy on “Non-discrimination and Equal opportunity”.</p>	L	<ul style="list-style-type: none"> SGS to frame a policy on Non-discrimination and Equal Opportunity. The policy should be communicated to all employees (including contractors) and the same should also form a part of employee HR manual. 	<ul style="list-style-type: none"> Policy on Non-discrimination and Equal Opportunity 	3 – 6 Months
17.	<p>Retrenchment</p> <p>SGS does not have a documented policy on “Retrenchment”.</p>	L	<ul style="list-style-type: none"> SGS to frame a policy on “Retrenchment”. The policy should be communicated to all employees (including contractors) and the same 	<ul style="list-style-type: none"> Retrenchment Policy 	3 – 6 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
			should also form a part of employee HR manual.		
18.	<p>Grievance Redressal Mechanism (Policies & Procedures)</p> <p>The GRM policy does not cover the contractual workers, nor does it contain provisions for lodging anonymous grievances. The absence of a defined provision for lodging anonymous grievance compromises the identity of the aggrieved and does not provide him/her the scope for raising grievances without being noticed.</p>	L	<ul style="list-style-type: none"> •The GRM Policy of SGS for employees should be revised to include contractual workers and should specify provisions for lodging anonymous reporting. 	<ul style="list-style-type: none"> ○ Revised GRM Policy (with suggested inclusions) 	6 – 9 Months
19.	<p>Occupational Health and Safety</p> <p><u>Electrical Safety</u></p> <p>19.1. During the Site visits, it was noted that the instead of Lock-Out Tag-Out (LOTO) process only Tag-Out process was being implemented, Machine /panel specific LOTO process was not yet implemented;</p> <p>19.2. Unauthorised Access – Access to main electrical panel area at IMT</p>	M	<p>Electrical Safety</p> <ul style="list-style-type: none"> •Machine / Panel specific LOTO program to be implemented cross all sites; •Ensure that all restricted areas are adequately secured and access to all restricted areas to be limited to authorised persons only. <p>Work at Height</p> <ul style="list-style-type: none"> •Vertical ladders above 2 m height to be adequately 	<ul style="list-style-type: none"> ○ Implementation of suggested recommendations and documentary proofs (photo logs) after corrective actions. 	6 – 9 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	<p>Manesar was not restricted to prevent any unauthorised access.</p> <p><u>Work at Height / Ladder Safety</u></p> <p><u>19.3.</u> Vertical ladder attached to D.G Set area at IMT Manesar was not provided with a cage;</p> <p><u>19.4.</u> Material lift interlock was noted to be non-functional.</p>		<p>secured through a fall prevention cage;</p> <ul style="list-style-type: none"> • Ensure that all interlocks are kept functional at all times. During maintenance, a procedure for appropriate access restrictions to be developed and related access restriction provisions be implemented. 		
20.	<p>Air Pollution Management</p> <p><u>SGS Bangalore Unit-I</u></p> <p><u>20.1.</u> The stacks attached to reflow oven and manual soldering has not been declared in the CTO under the Air Act;</p> <p><u>20.2.</u> The current CTO does not reflect the actual capacity of DG set installed at the Site.</p> <p><u>SGS Bangalore Unit-II</u></p> <p><u>20.3.</u> The Site has not obtained CTO from KSPCB³ before commencing its operation.</p> <p><u>IMT Manesar</u></p>	L - M	<p>IMT Manesar</p> <ul style="list-style-type: none"> • Site to apply for the amendment to HSPCB for change in its industry category from Green to White. <p>SGS Gurgaon</p> <ul style="list-style-type: none"> • Site does not conduct stack emission monitoring of its air emission sources like stacks connected to DG sets, reflow oven, wave soldering machine, manual soldering machine. 	<ul style="list-style-type: none"> ○ Implementation Records / Copies of Submitted Applications related to suggested recommendations. 	6 – 12 Months

³ KSPCB – Karnataka State Pollution Control Board

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
<u>20.4.</u>	The Site has obtained exemption for obtaining CTO form HSPCB under green category while the facility operations falls under White Category and therefore shall apply for the amendment to change the category;		SGS Baddi (Unit –I and Unit-II)	<ul style="list-style-type: none"> Apply for amendment in the CTO to include wave soldering stack as source of air emissions; 	
<u>20.5.</u>	No ambient noise monitoring is being conducted.				
<u>SGS Gurgaon</u>					
<u>20.6.</u>	The Site has obtained exemption for obtaining CTO form HSPCB under green category while the facility operations falls under White Category and therefore shall apply for the amendment to change the category;				
<u>20.7.</u>	No ambient noise monitoring is being conducted.				
<u>SGS Baddi (Unit-I and Unit-II)</u>					
<u>20.8.</u>	The CTO does not include wave soldering as source of air emissions;				
<u>20.9.</u>	No stack monitoring is being conducted for wave soldering machine;				
<u>SGS Baddi Unit-II</u>					
<u>20.10.</u>	The CTO does not include wave soldering as source of air emissions;				
<u>20.11.</u>	No stack monitoring is being conducted for wave soldering machine;				

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
21.	<p>Hazardous Waste Management</p> <p><u>IMT Manesar; SGS Gurgaon; SGS Baddi (Unit-1 and Unit-2)</u></p> <p><u>21.1.</u> The hazardous waste storage area does not have provisions such as adequate secondary containment, spill control kits, impervious flooring was not provided to the room. Spillage and staining over ~3m² area on the paved flooring of the room was noted;</p> <p><u>21.2.</u> No disposal record for oil contaminated cotton waste and empty barrels/containers/liners contaminated with hazardous chemicals/wastes were maintained at the Site.</p> <p><u>SGS Bangalore (Unit-I and Unit-II)</u></p> <p><u>21.3.</u> The hazardous waste is sent to a hazardous waste handling vendor who is not authorised for the corresponding category of waste handling;</p> <p><u>21.4.</u> The Site has not provided a dedicated storage area for storage of hazardous wastes with provisions such as secondary containment, spill control kits, impervious flooring etc. Currently, the Site undertakes storage of hazardous wastes at the point of generation without secondary containment and spill kits.</p>	L - M	<p>IMT-Manesar; SGS Gurgaon and SGS Baddi (Unit-1 and Unit-2)</p> <ul style="list-style-type: none"> • Ensure that designated hazardous waste storage area does have provisions such as adequate secondary containment, spill control kits, impervious flooring was not provided to the room; • Provision for Spill Control Kits and Trainings on SPCC; • Maintain records of all the hazardous waste in Form - 3 (Waste Inventory), Form -4 (Annual Return), and Waste Manifest. <p>SGS Bangalore (Unit-I)</p> <ul style="list-style-type: none"> • Site to ensure that hazardous waste is sent to a vendor who is authorised to collect the corresponding category of waste; • Site to provide a dedicated storage area for storage of 	<ul style="list-style-type: none"> ○ Implementation Records / Copies of Submitted Applications related to suggested recommendations 	6 – 12 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
	Hazardous wastes such as used oil and empty chemical drums were noted to be stored near the DG set in an open to sky condition. Oil staining was observed in an area of ~2.0 m ² near the DG set in southern portion of the Site.		<p>hazardous wastes with provisions such as secondary containment, spill control kits, impervious flooring etc.</p> <p>SGS Bangalore (Unit-II)</p> <ul style="list-style-type: none"> Secondary containment to be provided for the containers storing hazardous material to contain any oil spillage. 		
22.	<p>UNGP Principle -15</p> <p>SGS does not have a Human Rights Policy.</p>	L	<ul style="list-style-type: none"> Please refer to S.No. 8 	Please refer to S.No. 8	2-3 Months
23.	<p>UNGP Principle-17</p> <p>SGS has not conducted screening of human rights for their operational impacts.</p>	L	<ul style="list-style-type: none"> SGS to develop a Human Rights checklist. The checklist can then be used to assess compliance of the various components of the value chain to the UNGP principles. 	<ul style="list-style-type: none"> Human Rights Checklist and related Corrective Action Plan. 	9 – 15 Months

No.	Identified Gaps	Priority Action	Recommendations	Measurable outcome	Timeline
24.	<p data-bbox="349 300 719 363">UNGP Principle-19 and UNGP Principle- 20</p> <p data-bbox="349 400 792 523">SGS does not have procedures and standards to mitigate and remediate impact on human rights for its business operations.</p>	L	<ul style="list-style-type: none"> <li data-bbox="1032 292 1361 419">•SGS is recommended to upgrade the HR manual procedures to incorporate human rights principle. 	<ul style="list-style-type: none"> <li data-bbox="1473 292 1827 419">○ Revised policies and procedures covering mitigation and remediation of Human Rights Impacts. 	<i>9 - 15 Months</i>

Part C: E&S Undertaking

The Company shall to the best of its ability, adhere to the following:

- To map relevant resource efficiency metrics (Energy, Water, Materials and Waste) to the extent relevant and applicable to the operations and activities and footprint of the Company. Undertake specific resource efficiency studies (in consultation with GEF) and substantiate the same with empirical data (every 1 year post the investment);
- Align the company activities and business in line with the SDG's and work on a roadmap for stronger alignment and meaningful contribution (to be done in consultation with GEF) and will be an ongoing activity;
- Commit to improve the management of environment, health & safety and social practices;
- Endeavor to use effective systems of internal controls and risk management covering all significant issues, arising due to governance and business integrity issues;
- Adhere to the exclusion list as per **Annexure A**, where the company does not involve in any activities/operations as per the list stated therein;
- Apply relevant international best management practices and/or standards, with appropriate targets and timelines with the intent to achieving ESG improvement and performance; and
- Take possible appropriate interventions to mitigate environmental risks and improve the overall environmental/ sustainability performance.

Monitoring and Reporting on Unplanned Events

As a fund, we will require the company to respond appropriately and swiftly to serious accidents, incidents or events, or other changes in the company's circumstances, and to ensure that lessons are learned and applied in future.

Following circumstances (but not limited to) may lead to such an unexpected event:

- Serious accidents may include (but not limited to) those resulting in loss of life, serious injury (loss time injury), material adverse impacts on communities and/or the environment, material breach of law or side letter requirements;
- Material non compliance matters that may potentially result in closure of the operations; and
- Adverse legal authorities' findings. These may include, but not limited to notices, closure, warnings, and any such similar communications from various government regulatory departments, agencies, local bodies and others in writing or otherwise.

The Company besides the above occurrences should also promptly notify the Fund in writing of any occurrence which results in included, but not limited to the death of a person, all forms of adverse impact on human rights, serious injury, serious damage to health, fire, leakage of a substances dangerous to the environment, labor strike, harassment, fraud and theft.

All of the above instances should be reported in an agreed format/ template within 48 hours of the occurrence. A template for the reporting is provided in the **Annexure B**.

Annexure A: Combined Exclusion List (includes EDFI exclusion list)

1. Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, any product or activity deemed illegal under applicable local or national laws or regulations or subject to internationally agreed phase-outs or bans as defined in global conventions and agreements such as certain: – hazardous chemicals, pharmaceuticals, pesticides and wastes; – ozone depleting substances; – endangered or protected wildlife or wildlife products; and – unsustainable fishing methods such as blast fishing and drift net fishing in the marine environment using nets in excess of 2.5 kilometers in length;
3. Production or activities involving forced labour⁴ or child labour⁵
4. Trade in wildlife or wildlife products regulated under CITES⁶
5. Drift net fishing in the marine environment using nets in excess of 2.5 km in length.
6. Destruction⁷ of Critical Habitat⁸ and any forest project under which no sustainable development and managing plan is carried out.
7. Production or use of or trade in hazardous materials such as asbestos fibres and products containing PCBs⁹.
8. Production, use of or trade in pharmaceuticals, pesticides/herbicides, chemicals, ozone depleting substances¹⁰ and other hazardous substances subject to international phase-outs or bans.
9. Construction of new and extension of any existing coal fired thermal power plants
10. Cross-border trade in waste and waste products unless compliant to the Basel Convention and the underlying regulations.
11. Destruction¹¹ of High Conservation Value areas¹²
12. Radioactive materials¹³
13. Production or trade in
 - a. arms, weapons and munitions
 - b. tobacco
 - c. hard liquor for human consumption

⁴ Forced labor means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty as defined by ILO conventions.

⁵ Employees may only be taken if they are at least 14 years old, as defined in the ILO Fundamental Human Rights Conventions (Minimum Age Convention C138, Art. 2), unless local legislation specifies compulsory school attendance or the minimum age for working. In such cases the higher age shall apply.

⁶ CITES: Convention on International Trade in Endangered Species or Wild Fauna and Flora.

⁷ Destruction means the (1) elimination or severe diminution of the integrity of a habitat caused by a major, long-term change in land or water use or (2) modification of a habitat in such a way that the habitat's ability to maintain its role (see footnote 10) is lost.

⁸ Critical habitat is a subset of both natural and modified habitat that deserves particular attention. Critical habitat includes areas with high biodiversity value that meet the criteria of the World Conservation Union (IUCN) classification, including habitat required for the survival of critically endangered or endangered species as defined by the IUCN Red List of Threatened Species or as defined in any national legislation; areas having special significance for endemic or restricted-range species; sites that are critical for the survival of migratory species; areas supporting globally significant concentrations or numbers of individuals of congregatory species; areas with unique assemblages of species or which are associated with key evolutionary processes or provide key ecosystem services; and areas having biodiversity of significant social, economic or cultural importance to local communities. Primary Forest or forests of High Conservation Value shall be considered Critical Habitats.

⁹ PCBs: Polychlorinated biphenyls, a group of highly toxic chemicals. PCBs are likely to be found in oil-filled electrical transformers, capacitors and switchgear dating from 1950-1985.

¹⁰ Ozone Depleting Substances: Chemical compounds, which react with and deplete stratospheric ozone, resulting in "holes in the ozone layer". The Montreal Protocol lists ODS and their target reduction and phase-out dates.

¹¹ Destruction means the (1) elimination or severe diminution of the integrity of an area caused by a major, long-term change in land or water use or (2) modification of a habitat in such a way that the area's ability to maintain its role is lost.

¹² High Conservation Value (HCV) areas are defined as natural habitats where these values are considered to be of outstanding significance or critical importance (See <http://www.hcvnetwork.org>).

¹³ This does not apply to the purchase of medical equipment, quality control (measurement) equipment or any other equipment where the radioactive source is understood to be trivial and/or adequately shielded.

d. Alcoholic Beverages (except beer and wine)

14. Gambling, casinos and equivalent enterprises.
15. Any business relating to pornography or prostitution.
16. Any activity involving significant altercation, damage or removal of way critical cultural heritage¹⁴
17. Production and distribution of racist, anti-democratic or with the intent to discriminate part of the population.
18. Exploitation of diamond mines, and commercialization of diamonds, when the host country has not adhered to the Kimberley¹⁵, or other similar international agreements (actual or to be formed), on similar extractive resources.
19. Any sector or service subject to United Nations, European Union and/or French embargo without limitation.

¹⁴ Consists of internationally and nationally recognised historical, social and/or cultural heritage.

¹⁵ The Kimberley Process Certification Scheme (KPCS), is a certification standard for diamond production that concerns governments; the diamonds are controlled at each stage of the production chain, from extraction through to retail of the finished product. The KPCS was created to prevent and stop conflict diamond trade. It is designed to certify the origin of diamonds from sources which are free of conflict fueled by diamond production. Member states adhere to adopt national laws on the issue, and to put in place the necessary export and import control mechanisms to implement the KPCS. More than 75 countries involved in the production, commercialization, and transformation of diamonds participate.

**Annexure B: Monitoring and Reporting of Unplanned Events (Work Related) Reporting
(Indicative Template)¹⁶**

SHEET A: REPORT ON E&S SERIOUS INCIDENT [NAME OF COMPANY]				
Date of report		1st Report¹⁷	2nd Report	3rd Report
Fund/contact person	/			
Date and time of incident/accident / Date of notification to fund	[Date, Time] / [Date/ explanation of delay]			
Type of accident	(e.g. Fatality or major injury resulting in LTI, spills, explosion, fire, natural hazards, road accident, or any other emergency situation)			
Victims and damage	<ul style="list-style-type: none"> • Fatalities (including number deceased and differentiating between employee/ contractor fatalities and members of the public). • Number injured (mention hospitalisations/ loss of limb). • Loss/ damage to company facilities or operating environment. • Environmental damage (e.g., water pollution). 	•	•	•
Immediate response				
Description of issue	Include the following where available or relevant: <ul style="list-style-type: none"> • names of involved (if fatalities) • witnesses (including where relevant staff, unions, police, other authorities and other parties) • routine/non-routine activity being undertaken • factual statement of what happened • scene inspection photos/notes • sequence of events pre-dating accident • immediate cause • unsafe acts in sequence • unsafe conditions in sequence 			

¹⁶ Template to be modified per the nature of the incident/ accident, as applicable.

¹⁷ To be updated as more information is received.

	<ul style="list-style-type: none"> • underlying causes of unsafe acts/conditions (initial view) • root cause(s) • corrective / preventive action for EACH significant cause • actioned, timed-bound plan (can be attached) • Interim preventive measures • Other interim actions required cross-check to other activities / locations for lessons learned • Any negative publicity (including media) resulting from the incident • Compensation paid to victims and/or victims' families 			
Concluding statement	Outline of accident, key causes, corrective/ preventative actions, final position, and lessons learned			
Outcome based on above:	•	•	•	•
Key follow up points	<ul style="list-style-type: none"> • Schedule to check / verify implementation of corrective and preventive actions. Include dates. 	•	•	•
Additional plans for verification / close-out of actions?	<ul style="list-style-type: none"> • Is third party expertise required? 	•	•	•
Lessons learned so that such risks are not repeated	•	•	•	•

SCHEDULE 7: DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement, the following words and expressions shall have the following meanings:

ABC Co-ordinator has the meaning given to it in clause 18.12;

ABC Framework has the meaning given to it in clause 18.10;

Additional Sale has the meaning given to it in clause 17.17;

Additional Sale Notice has the meaning given to it in clause 17.17;

Additional Sale Right has the meaning given to it in clause 17.17;

Additional Sale Securities has the meaning given to it in clause 17.17;

Affiliate means, in relation to any Person (a **relevant person**):

- (a) any person directly or indirectly Controlled by the relevant person;
- (b) any person directly or indirectly Controlling the relevant person;
- (c) any person directly or indirectly Controlled by any person Controlling the relevant person;
- (d) in case the relevant person is a natural Person, also any Relative of such relevant person and / or who qualifies as a Related Party of such natural Person; and

For the purpose of this definition, the Investors shall be deemed not to be Affiliates of the Company;

Agreement means this agreement together with its Schedules;

Anti-Corruption Laws means all laws, rules, regulations, policies and procedures concerning or relating to bribery, corruption or money laundering, including without limitation the Prevention of Corruption Act, 1988, the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and other similar legislations in any applicable jurisdiction;

Approval means any Governmental Approvals and any approvals or consents required from the board of directors or Shareholders of a corporate entity or from any third party;

As Converted Basis means the equity shareholding ownership in the Company at the relevant point in time as calculated after taking into account all the issued and outstanding Equity Shares, convertible preference shares, and all outstanding convertible options, warrants, convertible debentures, employee stock options, if any, from time to time and all other convertible Securities of the Company (other than commitments as given to the lenders of the Company with respect to Indebtedness) as if all such preference shares, options, warrants, convertible debentures and all other outstanding Securities were converted to Equity Shares at that point in time (in accordance with the terms thereof) and such calculation shall take into consideration all share splits, bonus issuances, etc. if any;

Big Four Accounting Firm means one of Deloitte Touche Tohmatsu, PricewaterhouseCoopers, Ernst & Young and KPMG, or their respective Indian affiliates;

Board means the board of directors of the Company in office at the relevant time, appointed in accordance with the Agreement, the Constitutional Documents and the Companies Act;

Business means the business of contract manufacturing printed circuit boards, radio frequency identification tags, high performance magnets, transformers, DC motors, disk drives, fibre optic assemblies, memory modules, power supplies/ adapters and a wide range of specialized components except transistor, diodes, active and passive components, connectors and chip components;

Business Day means a day (other than a Saturday or Sunday or public holiday in India or the United States of America) on which banks are open in the United States of America, New Delhi, Gurgaon, Mumbai and Chennai, India, for general commercial business;

Business Plan means the business plan for the Company, relating to the relevant Financial Year (in a format to be agreed upon, from time to time, between the Syrma Promoters, the SGS Shareholders and the Investors);

CFC has the meaning given to it in clause 18.13;

Chairman has the meaning given to it in clause 2.8;

Change of Tag Control has the meaning given to it in clause 14.36;

Chief EHS Officer means the person appointed by the Company in accordance with the senior staffing plan and who has the responsibilities set out in clause 6.5;

Closing has the meaning given to it in the SGS Subscription Agreement;

Closing Date has the meaning given to it in the SGS Subscription Agreement ;

Companies Act means the Companies Act, 2013, and the Companies Act, 1956, to the extent that such enactments are in force, as amended from time to time, or any other future applicable Law superseding and / or amending the same;

Competitor means any persons engaged in a business which is same or similar to the Business, and their respective Affiliates;

Confidential Information has the meaning given to it in clause 19.2;

Connected Person / Concern has the meaning given to it in the SAG Subscription Agreement;

Consent means any consent, approval, authorization, waiver, permit, grant, franchise, license, certificate, exemption, permission, order, registration, declaration, filing, report or notice of, with, to, from or by any Person, including any third party consents, not limited to lender consents, in each case, evidenced in writing;

Constitutional Documents means to the extent applicable, the certificate of incorporation, memorandum of association and articles of association, including any amendments thereto;

Contract means any agreements, contracts, instruments, obligations, offers, legally binding commitments, arrangements and understandings, (whether written or oral) including all loan

agreements, indentures, letters of credit (including related letter of credit applications and reimbursement obligations), mortgages, security agreements, pledge agreements, deeds of trust, bonds, notes, guarantees, surety obligations, warranties, licenses, franchises, permits, powers of attorney, purchase orders, leases, including any amendment variation, termination or extension under or in respect of any of the foregoing;

Control (including with correlative meaning, the terms, **Controlling** and **Controlled by**), with respect to a Person, means the acquisition or control of more than 50% (fifty per cent.) of the voting rights or of the issued share capital of such Person or the right to appoint or remove all or the majority of the members of the board of directors or other governing body of such Person, the power to direct or cause the direction of the management, to manage and 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;

Conversion Ratio has the meaning given to it in the SAG Subscription Agreement;

Cure Period has the meaning given to it in clause 16.3;

Deed of Adherence means the deed of adherence in the form set out in **Schedule 3**;

Default Notice has the meaning given to it in clause 16.3;

Defaulting Party has the meaning given to it in clause 16.1;

Dilution Instruments has the meaning given to it in clause 11.2;

Eligible Shareholders has the meaning given to it in clause 10.1;

Encumbrance (including with correlative meaning, the term, **Encumber**) means any encumbrance including, without limitation, any mortgage, pledge, charge (whether fixed or floating), hypothecation, lien, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation 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;

Environmental Law means any common or statutory law, regulation, directive or other law and all statutory codes of practice, statutory guidance and the like relating to the environment, pollution of the environment, health or safety or the welfare of any living organism which applies to the company concerned, its premises or its activities;

Equity Shares means equity shares of the Company having a face value of INR 10 (Rupees ten) each;

ESA Law means all applicable Laws and Governmental Approvals setting standards / measures concerning environmental, social, labour, health and safety or security risks, including of the type specified under the ESA Plan or imposing liability for the breach thereof;

ESA Plan means the plan implemented by the Company (a) in a form and manner mutually agreed to between the Investors and the Syrma Promoters and / or the SGS Shareholders and attached as **Schedule 6** hereto; (b) which sets out the specific environmental, social, labour, health and safety or security measures to be undertaken by the Company; (c) to enable the Business of the Company to be equipped, operated and undertaken in compliance with the

performance standards under the applicable ESA Law; and (d) which may be revised, from time to time, in accordance with clause 5;

ESIP has the meaning given to it in clause 12.7;

Event of Default has the meaning given to it in clause 16.1;

Exchanges means the main board of the National Stock Exchange of India Limited, the Bombay Stock Exchange Limited or any other national or international exchange that is approved in writing by the Investor Fund and the SGS Shareholders;

Exit means the exit of the Investors and / or the SGS Shareholders from the Company in the manner set out in clause 17;

Exit Purchaser has the meaning given to it in clause 17.14;

Expenses has the meaning given to it in clause 2.19;

Extended Pre-Emption Offer Period has the meaning given to it clause 10.2;

Fair Market Value or **FMV** means the equity valuation of the Company as determined by a Big Four Accounting Firm, appointed by the Company and acceptable to the Investors, using an internationally accepted pricing valuation methodology mutually acceptable to the Parties, in compliance with applicable Law;

Financial Year means a continuous period of 12 (twelve) months commencing on 1 April of a calendar year and ending on 31 March in the immediately succeeding calendar year;

FMV Certificate means a certificate evidencing the FMV of the Securities of the Company;

Fully Diluted Basis means that the calculation of the equity share capital is to be made assuming that all outstanding securities convertible into Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), stock options, warrants, including but not limited to any outstanding commitments to issue Equity Shares at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged (or issued, as the case may be);

Further Issue has the meaning given to it in clause 10.1;

Further Issue Securities has the meaning given to it in clause 10.1;

GAAP means generally accepted accounting principles in India, as applicable from time to time;

Governmental Approval means any permission, approval, Consent, license, permit, order, decree, authorization, registration, filing, notification, exemption or ruling to or from or with any Governmental Authority;

Governmental Authority means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof, including any entity directly or indirectly owned (in whole or in part) or controlled thereby;

- (b) any public international organization or supranational body (including, without limitation, the European Union) and its institutions, departments, agencies and instrumentalities; or
- (c) any quasi-governmental entity, body or agency lawfully exercising, or lawfully entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority;

Guarantees has the meaning given to it in clause 12.8;

Indebtedness has the meaning given to it in the SAG Subscription Agreement;

Indemnifiable Amounts has the meaning given to it in clause 2.19;

Indemnitee has the meaning given to it in clause 2.19;

Intellectual Property Rights has the meaning given to it in the SAG Subscription Agreement;

Investor Director has the meaning given to it in clause 2.1;

Investor Observer has the meaning given to it in clause 2.11;

Investor Preference Shares or **CCPS** has the meaning given to it in the SAG Subscription Agreement;

Investor Reserved Matters means the matters specified in clause 4 and **Schedule 1**;

Investor Shares has the meaning given to it in the SAG Subscription Agreement;

Investor Subscription Amount has the meaning given to it in the SAG Subscription Agreement;

Investors' Consent means the prior written consent of the Investor Fund, in its absolute discretion and such consent, if provided, shall be binding on the Co-investor;

Investors' Lock-in Period has the meaning given to in clause 14.19;

Investors' Shareholders means, for the purposes of clauses 18.13 – 18.19, each of the Investors' shareholders and any direct or indirect equity owners of such shareholders;

IPO means an initial public offering of Equity Shares by the Company in accordance with clauses 17.2 – 17.7 and includes a Qualified IPO;

IPO Committee has the meaning given to it in clause 17.5;

IPO Target Date has the meaning given to it in clause 17.2;

Key Managerial Personnel has the meaning ascribed to it as per section 2 (51) of Companies Act, 2013, and shall refer to such personnel as may be appointed by the Company, from time to time, to such positions, in each case, by whatever title or equivalent title so given from time to time;

Law includes all treaties, statutes, enactments, acts of legislature or parliament, laws (including rules of equity), codes, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders, decisions, decrees, permits, licenses, consents, approvals or

other authorizations of any Governmental Authority, statutory authority, tribunal, board, court or recognized stock exchange and Governmental Approvals, as amended, re-enacted or replaced from time to time;

Liquidation Event with respect to the Company means any of the following:

- (a) Compromise or arrangement with the creditors or debtors by the Company which results in the liquidation (voluntary or involuntary), dissolution or winding up of the Company;
- (b) Appointment of a provisional or official liquidator by an appropriate court under any applicable Law; or
- (c) Initiation of voluntary or involuntary liquidation, dissolution or winding up of the Company;

Liquidation Preference Amount has the meaning given to it clause 15.2;

Liquidity Event has the meaning given to it in clause 15.1;

Liquidity Preference Amount has the meaning given to it in clause 15.1;

Litigation includes any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority;

Material Adverse Effect means material adverse effect on the:

- (a) business, operations, property or financial condition of the Company, provided that the impact, if any, of Covid-19 shall not be taken into account for this purpose; or
- (b) ability of the Company to perform its material obligations under the Transaction Documents;

No Liquidity Event has the meaning given to it in clause 17.12;

Observers has the meaning given to it in clause 2.11;

Operational Committee has the meaning given to it in clause 8.2;

Operational Committee Member has the meaning given to it in clause 8.2;

Operational Matters means the matters specified in **Schedule 5**;

Ordinary Course of Business means the usual and ordinary course of business consistent with past custom and practice, being in compliance with applicable Law in all material respects;

Period has the meaning given to it in clause 3.3;

Permitted Assignee has the meaning given to it in clause 22.2;

Permitted Promoter Transfers has the meaning given to it in clause 14.1;

Permitted SGS Transfers has the meaning given to it in clause 14.3;

Permitted Transfer ROFR Acceptance Notice has the meaning given to it in clause 14.13;

Permitted Transfer ROFR Acceptance Period has the meaning given to it in clause 14.13;

Permitted Transfer ROFR Notice has the meaning given to it in clause 14.12;

Permitted Transfer ROFR Price has the meaning given to it in clause 14.12(d);

Permitted Transfer ROFR Shares has the meaning given to it in clause 14.12(b);

Person means any individual, sole proprietorship, unincorporated association, unincorporated organization, firm, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Governmental Authority, business trust or trust or any other entity or organization;

Post Lock-in ROFO Acceptance Notice has the meaning given to it in clause 14.8;

Post Lock-in ROFO Notice has the meaning given to it in clause 14.6;

Post Lock-in ROFO Period has the meaning given to it in clause 14.7;

Post Lock-in ROFO Response Notice has the meaning given to it in clause 14.7;

Post Lock-in ROFO Shares has the meaning given to it in clause 14.6;

Post Lock-in ROFO Shares Price has the meaning given to it in clause 14.7;

Pre-Emption Acceptance Notice has the meaning given to it in clause 10.2;

Pre-Emption Notice has the meaning given to it in clause 10.2;

Pre-Emption Offer Period has the meaning given to it in clause 10.2;

Promoter Committee Member has the meaning given to it in clause 8.2;

Promoter Directors has the meaning given to it in clause 2.4;

Promoter Nominee Liquidation Preference Amount has the meaning given to it in clause 15.3;

Promoter ROFO Acceptance Notice has the meaning given to it in clause 14.25;

Promoter ROFO Period has the meaning given to it in clause 14.24;

Promoter ROFO Price has the meaning given to it in clause 14.24;

Promoter ROFO Notice has the meaning given to it in clause 14.23;

Promoter ROFO Response Notice has the meaning given to it in clause 14.24;

Promoter ROFO Shares has the meaning given to it in clause 14.23;

Promoter ROFR Acceptance Notice has the meaning given to it in clause 14.32;

Promoter ROFR Acceptance Period has the meaning given to it in clause 14.32;

Promoter ROFR Notice has the meaning given to it in clause 14.31;

Promoter ROFR Price has the meaning given to it in clause 14.31(c);

Promoter ROFR Shares has the meaning given to it in clause 14.31(b);

Purchaser has the meaning given to it in clause 17.8;

Qualified IPO means an IPO with a pre-money valuation of INR 17,500,000,000 (Rupees seventeen billion and five hundred million) determined by reference to the IPO price ascertained pursuant to a book building process applicable to public offerings;

Relative has the meaning ascribed to it under the Companies Act;

Relevant Proportion unless otherwise defined in clause 15.4 means with respect to any Shareholder, the proportion that the number of Equity Shares and any Securities held by such Shareholder, bears to the aggregate number of Equity Shares and any Securities held by all Shareholders, in each case, on a Fully Diluted Basis;

Representative means, in relation to a Party, its Affiliates and their directors, officers, managers, employees (including those on secondment);

Reserved Matters means the matters specified in **Schedule 1** (*Investor Reserved Matters*) or **Schedule 2** (*SGS Reserved Matters*), as the context may require;

Restated Articles means the amended articles of association of the Company in Agreed Form;

ROFO Transferor has the meaning given to it in clause 14.23;

ROFR Transferor has the meaning given to it in clause 14.31;

Rules has the meaning given to it in clause 33.2;

Safety Measures has the meaning given to it in clause 6.4;

Second Permitted Transfer ROFR Acceptance Period has the meaning given to it in clause 14.14;

Securities means all classes of shares / securities in the share capital of the Company, whether convertible or not, including, without limitation, the Equity Shares, and any options, warrants or other securities issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such shares (including debt instruments) which are convertible into or entitle the holder to acquire or receive any Equity Shares, or preference shares or any options to purchase rights or subscribe to securities which by their terms, are convertible into, or exchangeable for, Equity Shares or preference shares, and includes the impact of any anti-dilution rights granted to any Shareholder of the Company and shall be deemed to include all bonus shares issued in respect of such shares and shares issued pursuant to a stock split in respect of such shares and any rights, appreciation rights or instruments thereto;

SGS Committee Member has the meaning given to it in clause 8.2;

SGS Directors has the meaning given to it in clause 2.3;

SGS Investment Agreement means the share sale and purchase and shareholders' agreement executed on the even date amongst the Company, the First Promoter, the Second Promoter, the Third Promoter, SGS Tekniks and the SGS Shareholders;

SGS Lock-in Period has the meaning given to it in clause 14.4.

SGS Observer has the meaning given to it in clause 2.11;

SGS Reserved Matters means the matters specified in clause 5 and **Schedule 2**;

SGS Shareholders' Consent means the prior written unanimous consent of the SGS Shareholders, in their absolute discretion and such consent, if provided, shall be binding on the other SGS Shareholders;

SGS Shareholders' Equity Shares means with respect to the SGS Shareholders, any Equity Shares or any Securities representing, or representing a right (upon conversion, exercise, exchange or otherwise) to receive, Equity Shares or any other shares in the capital of the Company;

SGS Shareholders' Representative means JSG unless otherwise notified in writing by the SGS Shareholders;

SGS Subscription Agreement has the meaning given to it in Recital (D);

SGS Subscription Consideration has the meaning given to it in the SGS Subscription Agreement;

SGS Subscription Securities has the meaning given to it in the SGS Subscription Agreement;

Shareholder means any Person who holds any Equity Shares and convertible Securities of the Company;

Shareholders' Agreement has the meaning given to it in Recital (B);

Social Laws means any common or statutory law, regulation, directive or other law, binding statutory guidance and the like applicable in India, relating to labour management issues including occupational health and safety, child labour, minimum wage standards and / or other applicable statutory labour Laws in India;

Strategic Sale has the meaning given to it in clause 17.8;

Strategic Sale Price has the meaning given to it in clause 17.8;

SAG Subscription Agreement has the meaning given to it in Recital (B);

Subsidiaries (including the term **Subsidiary**) shall have the meaning given to it in the SAG Subscription Agreement;

Syrma Promoter Nominees has the meaning given to it in clause 15.3;

Syrma Representative means the First Promoter unless the First Promoter is incapable of performing his duties as a Syрма Representative, due to (a) applicable Law; (b) any incapacity; (c) illness; or (d) any other personal exigency, in which case it shall be such other person as notified in writing to the other Parties;

Tag Along Notice has the meaning given to it in clause 14.39;

Tag Along Right has the meaning given to it in clause 14.36;

Tag Along Shares has the meaning given to it in clause 14.36;

Tag Offer Notice has the meaning given to it in clause 14.37;

Tag Offer Period has the meaning given to it in clause 14.39;

Tag Offer Price has the meaning given to it in clause 14.37(c);

Tag Offer Shares has the meaning given to it in clause 14.37(a);

Tag Purchaser has the meaning given to it in clause 14.37(b);

Tag Sale Period has the meaning given to it in clause 14.41;

Tag Transferee has the meaning given to it in clause 14.10 and clause 14.36, as the context may require;

Tag Transferor has the meaning given to it in clause 14.10 and clause 14.36, as the context may require;

Trade Sale has the meaning given to it in clause 17.14;

Transaction means the transaction contemplated by the Transaction Documents;

Transaction Documents means this Agreement, the SAG Subscription Agreement, the SGS Investment Agreement, the Shareholders' Agreement, the ESA Plan, the SGS Subscription Agreement, and any other agreement executed or to be executed in connection with this Agreement and the transaction contemplated hereunder;

Transfer (including with correlative meaning, the term, **Transferred**) includes any transfer, assignment, sale, disposal, lease, alienation, amalgamation, merger or Encumbrance, in each case, whether voluntary or involuntary;

Transferee Shareholder has the meaning given to it in clause 14.12;

Transferring Shareholder has the meaning given to it in clause 14.12;

U.S. Revenue Code has the meaning given to it in clause 18.13; and

Working Hours means 9 30 AM to 5 30 PM in the relevant location, on a Business Day.

2. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);

- (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (c) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (d) references to INR and USD are references to the lawful currency, from time to time, of the Republic of India and the United States of America, respectively;
- (e) references to any number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day that is a Business Day;
- (f) any phrase introduced by the terms ‘*including*’, ‘*include*’, ‘*in particular*’ or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) references to a clause, Schedule or exhibit shall refer to those of this Agreement, unless stated otherwise; all Schedules and exhibits to this Agreement shall be deemed to form part of this Agreement;
- (h) references to capitalised words and expressions used but not defined in this Agreement shall have the meaning ascribed to it under the other Transaction Documents, as the context may require;
- (i) no provisions of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
- (j) any reference to a document in ***Agreed Form*** is to a document in form and substance agreed among and initialled by the Company, the Syrma Promoters, the SGS Shareholders and the Investors (in each case with such amendments as may be agreed by or on their behalf).

3. Enactments

Except as otherwise expressly provided in this Agreement or repugnant to the context hereof, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to (a) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement; (b) any enactment which that enactment re-enacts (with or without modification); and (c) any subordinate legislation (including regulations) made (before or after the date of this Agreement) under that enactment, as amended, consolidated or re-enacted as described at (a) or (b) above.

4. Inconsistencies

Where there is any inconsistency between the definitions set out in this Schedule and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

SCHEDULE 8: SHAREHOLDING PATTERN*

Shareholding pattern of the Company on Fully Diluted Basis on the Closing Date

Name of the shareholder	Number of shares	Percentage shareholding (on Fully Diluted Basis)
Tancom Electronics Private Limited	6,97,925	50.735%
Veena K Tandon	33,360	2.425%
South Asia EBT Trust	1	0.000%
South Asia Growth Fund II Holdings LLC	99	0.007%
South Asia Growth Fund II Holdings LLC	1,05,739	7.687%
South Asia EBT Trust	808	0.059%
Ayush Jatia	6,940	0.504%
Jindal Combines Private Limited	6,940	0.504%
QED Innovation Labs LLP	694	0.050%
Amrish Rau	2,033	0.148%
Sangeeta Singh	49	0.004%
Mr. Jasbir Singh Gujral	1,25,690	9.137%
Mr. Sanjiv Narayan	1,25,690	9.137%
Mr. Ranjit Lonial	1,25,690	9.137%
Mr. Krishna Kumar Pant	1,25,690	9.137%
ESIP 1 **	18,282	1.329%
Total	13,75,630	100.0%

*(i) The shareholding pattern takes into account the situation where Equity Shares of 18,282 (Eighteen thousand two hundred and eighty two) have been issued to the identified employees of the Company, under ESIP-1.

** (i) Only in the event the Company grants all the 18,282 (Eighteen thousand two hundred and eighty two) Equity Shares in accordance with ESIP-1, will the conversion ratio for compulsorily convertible preference shares of the Company held by the Investors change from 1:1 to 1:1.02447. It is hereby clarified that, this change in the conversion ratio shall only be in the event the Company grants all the 18,282 (Eighteen thousand two hundred and eighty two) Equity Shares.

(ii) It is hereby expressly clarified that in the event there is a lower issuance of shares from ESIP-1, the Investors collective shareholding in the Company shall not fall below 7.75% and the conversion ratio of the compulsorily convertible preference shares held by the Investors shall be changed to such ratio, to ensure that the Investors collective shareholding in the Company does not fall below 7.75%.

(iii) It is hereby further clarified that in the event of any future issuance of Equity Shares by the Company (under an employee stock incentive scheme or any other issuance) the shareholding of all the Shareholders of the Company, including the Investors, shall get proportionately diluted.