सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA34580233317217U
Certificate Issued Date	:	30-Dec-2022 12:16 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ RAJAJINAGAR12/ KA-RJ
Unique Doc. Reference	:	SUBIN-KAKACRSFL0865664774056238U
Purchased by	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	V SCIENCES INVESTMENTS PTE LTD
Second Party	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Stamp Duty Paid By	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Authorised Signatory
Royale Holding Credit Co-operative Society Ltd.
Rajajinagar, Bangalore

Please write or type below this line

This stamp paper forms an integral part of the Amendment Agreement dated December 30, 2022 executed among V Sciences Investments Pte. Ltd. and others.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA34571056771398U
Certificate Issued Date	:	30-Dec-2022 12:14 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ RAJAJINAGAR12/ KA-RJ
Unique Doc. Reference	:	SUBIN-KAKACRSFL08656615232077510
Purchased by	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	V SCIENCES INVESTMENTS PTE LTD
Second Party	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Stamp Duty Paid By	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Authorised Signatory
Royale Holding Credit Co-operative Society Ltd.
Rajajinagar, Bangalore

Please write or type below this line

This stamp paper forms an integral part of the Amendment Agreement dated December 30, 2022 executed among V sciences Investments Pte. Ltd. and others.

AMENDMENT AGREEMENT

This amendment agreement ("**Amendment Agreement**") is executed on December 30, 2022 and brought into effect on and from the Amendment Effective Date (*defined below*)

BY AND AMONG:

1. **V SCIENCES INVESTMENTS PTE. LTD.**, having its registered office at 60B Orchard Road, #06-18 Tower 2, The Atrium @ Orchard, Singapore 238891 (hereinafter referred to as "**New Investor**", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its affiliates, successors in interest and permitted assigns), of the **FIRST PART;**

   AND

2. **INDIA BUSINESS EXCELLENCE FUND III**, a fund managed by MO Alternate Investment Advisors Private Limited, a private limited company incorporated under the Companies Act, 1956 bearing company identification number U65100MH2007PTC170211 and having its registered office at Motilal Oswal Tower, Rahimtullah Sayani Road, Opp. Parel ST Depot, Prabhadevi, Mumbai, Maharashtra 400025, Maharashtra, India (hereinafter referred to as the "**Existing Investor**" or "**IBEF III**", which expression shall mean and include its Affiliates, successors in title, interest and assigns) of the **SECOND PART**;

   AND

3. **MOLBIO DIAGNOSTICS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956 bearing corporate identification number U33125GA2000PTC002909 and having its registered office at Plot No. L-46, Phase II-D. Verna Industrial Estate, Verna, Salcete – 403004, Goa, India (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **THIRD PART**;

   AND

4. **BIGTEC PRIVATE LIMITED**, a private limited company incorporated (being a wholly owned subsidiary of the Company) under the Companies Act, 1956 bearing corporate identification number U65192KA1996PTC020736 and having its registered office at 2nd Floor, Golden Heights 59th, 'C' Cross, 4th, 'M' Block, Rajajinagar Bengaluru – 560010, Karnataka, India (hereinafter referred to as the "**Bigtec**" which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **FOURTH PART**;

   AND

5. **THE PERSONS LISTED IN PART A OF SCHEDULE 2 OF SHA (defined below),** (hereinafter collectively referred to as the "**Promoter Group**", which expression shall, unless repugnant to or inconsistent with the context, mean and include each of their respective successors, heirs, executors, administrators and assigns) of the **FIFTH PART;**

   AND

6. **THE PERSONS LISTED IN PART B OF SCHEDULE 2 of SHA** (hereinafter collectively referred to as the "**Bigtec Founders**", which expression shall, unless repugnant to or inconsistent with the context, mean and include each of their respective successors, heirs, executors, administrators and assigns) of the **SIXTH PART**.

The New Investor and Existing Investor shall be collectively referred to as "**Investors**". Each of the New Investor, Existing Investor, the Company, Bigtec, Bigtec Founders and the Promoter Group wherever the context so requires, are hereinafter individually referred to as "**Party"** and collectively as "**Parties**".

WHEREAS:

(A) The Parties have entered into a shareholders' agreement dated 16th August, 2022 ("**Amendment Effective Date**"), as amended from time to time (hereinafter referred to as the "**Agreement**") for the purpose of recording the terms, conditions, rights and obligations of the Parties in relation to the investments made by the Investors in the Company, the governance of the Company and its Subsidiaries and other matters connected therewith and ancillary thereto.

(B) The Parties now desire to amend certain provisions of the Agreement in the manner set out herein.

NOW, THEREFORE, on and with effect from the Amendment Effective Date, the Parties hereto agree as follows:

1. **DEFINITIONS**

In this Amendment Agreement, including the Recitals, and unless the context requires otherwise, capitalised words and expressions used but not defined herein but defined in the Agreement shall have the meaning ascribed to them under the Agreement. The rules of interpretation contained in the Agreement apply to the construction and interpretation of this Amendment Agreement.

2. **AMENDMENTS TO CERTAIN PROVISIONS OF THE AGREEMENT:**

2.1 Clause 7.3 of the Agreement shall be deleted and replaced in its entirety with the following:

"*Notwithstanding anything to the contrary contained in this Agreement (including Clause 7.1 and 7.2 above), the rights of any Investor under the terms hereof, to provide Investor Consent with respect to matters listed at item 5 of **Schedule 6** (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Clause 11.7), item 7 of **Schedule 6** (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Clause 11.7), item 9 of **Schedule 6** (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Clause 11.7), item 15 of **Schedule 6** (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Clause 11.7), and item 38 of **Schedule 6** (Reserved Matters) (for any Exit Option consummated in accordance with Clause 11 (Exit Rights)) in **Schedule 6** (Reserved Matters), shall not adversely affect and/or prejudice the rights of the other Investor and/or the obligations of the Company, the Promoter Group and/or the Bigtec Founders and no Investor Consent of such Investor shall be required under the terms of this Agreement (including Clause 7 (Reserved Matters), for implementing and consummating the relevant Exit Option as mentioned against the relevant Reserved Matter mentioned above in accordance with the provisions of Clause 11 (Exit Rights) and Clause 12 (Liquidation and Liquidity Preference) of this Agreement and for taking any actions and/or decisions in furtherance of the foregoing, unless specifically provided for under the provisions of Clause 11 (Exit Rights) and Clause 12 (Liquidation and Liquidity Preference).*"

2.2 Clause 11.10.1 of the Agreement shall be deleted and replaced in its entirety with the following:

"*The Existing Investor shall in its sole and absolute discretion and without any requirement of any consent from any other Shareholder, be entitled to exercise the Existing Investor Exit Put Option on or after April 1, 2026, subject to and as per the terms and conditions set out under*

*Clause 11.10.2 below or such other alternative exit option as may be agreed in writing between the Parties (“**Alternative Exit Options**”).*”

2.3 Clause 11.10.3 of the Agreement shall be deleted in its entirety and replaced with the following:

“[*Intentionally left blank*.]”

2.4 Definition of “Transaction Documents” under **Schedule 1**, Part A shall be deleted in its entirety and replaced with the following:

“***Transaction Documents****” shall mean this Agreement, and (a) the Share Purchase and Share Subscription Agreement; (b) the restated side letter of even date between the Investors, Ms. Shaheeda Abdul Kader and Mr. Abdul Qadir Mohamed Theruvath; (c) restated amendment agreement of even date executed between the Company, Investors, Promoter Group, Ms. Shaheeda Abdul Kader and Mr. Abdul Qadir Mohamed Theruvath to the shareholders' agreement dated June 11, 2014; (d) restated other shareholders' agreement of even date executed between the Company, the Promoter Group and the Investors; (e) warrant subscription agreement dated January 20, 2020 executed between the Company, Existing Investor, Mr. Shankar Gopalakrishnan; (f) the Investment Agreement, to the extent of Surviving Provisions and accrued rights of the Existing Investor as stated in Clause 2 (Entire Agreement) above; (g) all other agreements, documents and certificates, executed between the Parties and/or delivered pursuant to this Agreement;*”

3. MISCELLANEOUS

3.1 Other than as mentioned above, all the provisions of the Agreement continue in full force and effect. The Parties hereby agree that the Agreement as amended by this Amendment Agreement, constitutes the final, complete and exclusive agreement of the Parties with respect to the subject matter thereof and hereof and supersedes all prior understandings and agreements relating to such subject matter.

3.2 Nothing contained in this Amendment Agreement shall in any manner prejudicially affect the rights and obligations of the Parties under the Agreement, save and except to the extent hereby expressly modified, amended, added, and varied by this Amendment Agreement. The Agreement shall be read and construed in conjunction with this Amendment Agreement and the Agreement shall be treated as modified, amended and supplemented in accordance with the provisions of this Amendment Agreement. This Amendment Agreement shall form an integral part of the Agreement. Save and except to the extent that the Agreement is varied and modified by this Amendment Agreement, the Agreement shall continue to be in full force and effect and shall continue to bind the Parties. In the event of any inconsistency or conflict between the Agreement and this Amendment Agreement, this Amendment Agreement shall prevail only to the extent of such inconsistency or conflict. On and from the date of execution of this Amendment Agreement by the Parties: (i) all references in the Agreement to “this Agreement” shall be construed to mean the Agreement as supplemented and amended by this Amendment Agreement; and (ii) any reference to the Agreement in any other agreement or document shall be construed as a reference to the Agreement as supplemented and amended by this Amendment Agreement.

3.3 Clause 1 (*Definitions and Interpretation*), Clause 17.2 (*Notices*), Clause 17.7 (*Dispute Resolution*), Clause 17.8 (*Governing Law and Jurisdiction*) and Clause 17.9 (*Confidentiality*) of the Agreement shall *mutatis mutandis* apply to this Amendment Agreement and shall be deemed to be incorporated into this Amendment Agreement by way of reference. This Amendment Agreement may be signed electronically or in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

[*Remainder of the page has been intentionally left blank - Signature pages follows*]

SIGNED AND DELIVERED FOR V-SCIENCES INVESTMENTS PTE. LTD.

Name : Fidah Alsagoff

Title : Authorised Signatory

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED FOR BIGTEC PRIVATE LIMITED

Chandrasekhar

Name : Chandrasekhar Bhaskaran Nair

Title : Director

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED FOR MOLBIO DIAGNOSTICS PRIVATE LIMITED

Name : Sriram Natarajan

Title : Director

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED FOR INDIA BUSINESS EXCELLENCE FUND III

____

Name : VISHAL TULSYAN

Title : MD & CEO

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED FOR EXXORA TRADING LLP

Name : Sriram Natarajan

Title : Partner

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY SRIRAM NATARAJAN

____

SIGNED AND DELIVERED BY SHIVA SRIRAM

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY CHANDRASEKHAR BHASKARAN NAIR

Chandrasekhar

____

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY J GURU DUTT

J. Guru Dutt

____

SIGNED AND DELIVERED BY M.A. USHA RANI

M.A Usharani

____

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY M.A. ROHIT

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY M.A. SHARATH

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)

SIGNED AND DELIVERED BY GOPALAKRISHNA SAMPATHGIRI

G. Sampathgiri

SIGNED AND DELIVERED BY GOPALKRISHNA MANGALORE KINI

(Signature page to the Amendment Agreement to the SHA pertaining to Molbio Diagnostics Private Limited)