MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

JIO PLATFORMS LIMITED

CERTIFICATE

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that JIO PLATFORMS LIMITED is incorporated on this Fifteenth day of November Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U72900GJ2019PLC110816.

The Permanent Account Number (PAN) of the company is **AAECJ6878N** *

The Tax Deduction and Collection Account Number (TAN) of the company is **AHMJ09294F** *

Given under my hand at Manesar this Fifteenth day of November Two thousand nineteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
Mr MANGAL RAM MEENA
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

JIO PLATFORMS LIMITED
Office - 101, Saffron, Nr. Centre Point,, Panchwati 5 Rasta, Ambawadi,,
AHMEDABAD, Ahmedabad, Gujarat, India, 380006

* as issued by the Income Tax Department

MEMORANDUM OF ASSOCIATION

OF

JIO PLATFORMS LIMITED

(THE COMPANIES ACT, 2013)

Memorandum of Association
of
JIO PLATFORMS LIMITED
(Company Limited by Shares)

1. The name of the Company is **JIO PLATFORMS LIMITED.**

2. The Registered Office of the Company will be situated in the state of Gujarat

3(a) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To establish, build, operate, lease, finance, promote, participate, market, deal, distribute, engage in, providing cloud based services, data centre services, managed services, hosting services, information security services, digital services, digital content based services, applications, information technology services, information technology enabled services including promotion, establishment and / or development of the business of private and/or public information technology parks, multimedia services, internet based services like design, develop, install, construct, consult, provide, sell, supply, support, service, distribute, deal in, all types of delivery models, digitally enabled platforms, including other value added services as may evolve from time to time by developing and deploying various models and means such as cloud, domestic and/or international network, data centre, data centre management, online digital storage and backup, content storage and/or content streaming, delivered or accessible on all types of devices and operating systems including via own or third party client applications and to set up data/content exchanges, systems on chip (SOC), application processors, network processors, application-specific integrated circuit (ASIC), field programmable gate arrays (FPGAs), compute, storage and intelligence solutions and technologies and to provide or engage in supply of skilled manpower / personnel in this connection.

3(b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(a) ARE

1. To act as agents or representatives for sale, purchase, procuring, transferring, giving or generally dealing in stocks, shares, debentures, bonds, units or other obligations or securities including company deposits, call deposits, time deposits, inter corporate deposits issued or procured by Government, Semi Government, Quasi Government authority or body incorporated or not, or any other person any firm, company, trust, association, society or institution in India or abroad and to act as depositories, custodians for securities.

2. To exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other Company.

3. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payments or by allotment to him or them of shares or security of the Company as paid up in full or in part or otherwise.

4. To lend and advance money or give credit to any persons, firms or companies on such terms and conditions as may seem expedient, and in particular to customers of and others having dealing with the Company, and to give guarantees or stand surety for any such persons, firms, or companies, provided that the Company shall not do any banking business within the meaning of Banking Regulation Act, 1949.

5. To undertake financial and commercial obligations, transactions, and operations of all kinds in connection with the main business of the Company.

6. To act as business consultants, give advice, to engage in dissemination of information in all aspects of business organization and industry and to advise upon the means and methods for extending and developing systems or processes relating to production, storage, distribution, marketing and securing of orders for services in India and abroad.

7. To guarantee the performance of any contract or obligations of and the payment of money of and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the Company or the interest of its shareholders.

8. To guarantee the payment of money, unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments, and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whosoever whether incorporated, or not incorporated and generally to guarantee or become sureties for, the performance of any contracts or obligations of any person, firm, company or body corporate.

9. Subject to the provisions of the Companies Act, 2013, to invest, apply for and acquire or otherwise employ moneys belonging to or at the disposal of the Company upon securities and shares on such terms as may be thought proper and from time to time vary such transactions in such a manner as the Company may think fit.

10. To spend money in experimenting on and testing and in improving or seeking to improve any patents, patent rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

11. To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.

12. To procure the registration or recognition of the Company in or under the laws of any place outside India.

13. To carry on, either solely or in partnership with other companies, corporations, body corporate, firms or individuals all agency business and to render services to or to undertake or take part in the supervision or control of the business or operation of any person, firm, body corporate company, association or other undertaking and to act as Agents, Managers, Advisers, Consultants of such person, firm, body corporate, company, association and for such purpose or purposes to appoint and remunerate any officers of the Company, accountants or other experts or agents in connection with the main business of the Company.

14. To act as Registrars/ Managers in respect of company shares, fixed deposits, and other financial obligations, Trustees for debenture holders and bondholders, Financial Consultants and Advisors and to assist customers in raising finance, coupon redemption processing and management and providing administrative services associated with insurance, pension and profit sharing plans.

15. To form, incorporate or promote any company or companies, whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or control, management or development of any Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in or about the formation or promotion of any Company or the conduct of its business or in or about the promotion or formation of any other company in which the Company may have an interest.

16. Subject to the provisions of the Companies Act, 2013, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession with any person, firm, company or body corporate carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on.

17. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interest and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interest of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any such Government authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and carry out,

exercise and comply with any such arrangements, contracts, charters, decrees, rights, privileges or concessions.

18. To assist any other company under the same management within the meaning of the Companies Act, 2013 or any statutory modification thereof, including the giving of loans and guarantees or the providing of securities of any kind whatsoever in connection with any loan given to the latter by any person, firm, or body corporate.

19. To insure any of the properties, undertakings, contracts, risk or obligations of the Company in any manner whatsoever.

20. To send out to foreign countries, its directors, employees or any other person or persons for investigating possibilities of any business or trade or procuring and buying any items which the Company is dealing, or establishing trade connections or for promoting the interest of the Company and to pay all expenses incurred in connection therewith.

21. To refer all questions, disputes or differences arising between the Company and any other person in connection with or in respect of any matter relating to the business or affairs of the Company to arbitration in such manner and upon such terms as the Company and such other person may mutually agree upon each case and to institute legal proceedings or defend any proceedings and to appoint Advocates, Consultants or Advisors in this behalf.

22. To do all or any of the main objects, either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub contractors, trustees or otherwise.

23. To apply for, purchase or otherwise acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent-rights, licenses, protections, trade marks, or designs, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any inventions, secrets or other information which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licenses or privileges in respect of, or otherwise turn to account the patents, property, rights, inventions, secrets or information so acquired and to expend money in experimenting upon, testing or improving any such patents, invention or rights.

24. To enter into any arrangement with any Government or Authority (Municipal, Local, Panchayat or otherwise) or any Corporation, Company or person, that may seem conducive to the attainment of the Company's objects, or any of them and to obtain from any such Government, Authority, Corporation, Company or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out exercise, dispose of, turn to account and comply with any such arrangement, charters, contracts, decrees, rights, privileges and concessions.

25. To obtain all necessary authorisations, permits and licenses for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.

26. To open accounts with any banks and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments and to buy, sell and deal in the same.

27. To borrow or raise money or receive money on deposit for the purpose of the Company, in such manner and upon such terms as may be deemed fit and expedient and to secure the repayment thereof by way of mortgage or charge on the assets of the Company.

28. To create any reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company, or for any other purpose conducive to the interests of the Company.

29. To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient and in particular to customers and other having dealings with the Company

and to give guarantees or security for any such persons, firms, or companies, whenever it is necessary or advantageous to do so in the interests of the Company.

30. In the event of winding-up, to distribute among the members of the Company in specie or in kind any property of the Company, subject to the provisions of the Companies Act, 2013 or any other law for the time being in force.

31. To provide for the welfare of employees and ex-employees of the Company, and the wives, widows and families of such persons, by grant of pension, gratuity, compensations or other payments and from time to time by creating and subscribing to provident funds and other funds and providing or subscribing or contributing towards schools, places of instruction and recreation, hospitals, dispensaries, medical and other attendance and other assistance as the Company shall deem fit.

32. To act as agents or representatives for sale, purchase, procuring, transferring, giving or generally dealing in stocks, shares, debentures, bonds, units or other obligations or securities including company deposits, call deposits, time deposits, inter corporate deposits issued or procured by Government, Semi Government, Quasi Government authority or body incorporated or not, or any other person any firm, company, trust, association, society or institution in India or abroad and to act as depositories, custodians for securities.

33. To acquire from any person, firm or body corporate or un-incorporate, whether in India or elsewhere, technical information; know-how; processes; engineering, manufacturing and operating data; plants, layouts and blue prints useful for the design, erection and operation of the plant, required for the main business of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.

34. To exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other Company.

35. To pay for any rights or property acquired by the company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payments, or by allotment to him or them of shares or security of the Company as paid up in full or in part or otherwise.

36. Subject to the provisions of the Companies Act, 2013 and the rules made thereunder and the directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person, firm, company or body corporate of any obligation undertaken by the Company or any other person, firm, company or body corporate as the case may be.

37. To procure the registration or recognition of the Company in or under the laws of any place outside India.

38. To become member of any association or chamber of commerce to further the attainment of main objects of the Company.

39. To set up branch offices, agencies and depots in or outside India for the purpose of the business of the company and to do all such other things as are incidental or conducive to the attainment of the main objects of the Company.

40. To open any kind of account in any bank.

41. To indemnify officers, directors, secretaries and servants of the company against proceedings, causes, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or for any loss, damages or misfortune whatsoever which shall happen in execution of duties or their office or in relation thereto.

42. To sub let all or any contracts obtained by the Company from time to time and upon such terms and conditions as may be thought expedient.

43. To set up branch offices, agencies and depots in or outside India for the purpose of the business of the company and to do all such other things as are incidental or conducive to the attainment of the main objects of the Company.

44. To acquire and take over, on a going concern basis or otherwise, whole or any part of the business, goodwill, trade marks etc., and assets and liabilities of any person, firm, company or corporation, carrying on any business akin to the Company.

45. To arrange, negotiate and otherwise promote technical, financial, legal, management and sale and purchase agreements and business and industrial collaborations of all kinds involving participation between parties in India and abroad in such matters as finance, equity, transfer of technology, know how, management, franchising, and marketing.

46. To secure and advise on investment of India and foreign capital in undertakings, enterprises, securities and properties (movable and commercial), in India and abroad and to act for or render assistance to any person, firm, company, association and Government whether in India or elsewhere.

47. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The Authorised Share Capital of the Company is Rs. 190000,00,00,000 (Rupees One Lakh Ninety Thousand Crore) divided into 1000,00,00,000 (One Thousand Crore) Equity Shares of Rs. 10/- (Rupees Ten) each and 18000,00,00,000 (Eighteen Thousand Crore) Preference Shares of Rs.10/- (Rupees Ten) each, with the power to the Board to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.*

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**The Authorised Share Capital of the Company of Rs. 10,00,000 at the time of incorporation was modified from time to time by passing requisite resolution at the meeting of the members. The details of the modified authorized capital since incorporation till date is stated herein below:*

(Amount in Rupees)

Date of Modification	Equity Share Capital	Preference Share Capital	Total Authorised Capital
Original Share Capital at the time of Incorporation			
-	10,00,000	-	10,00,000
Subsequent Modification			
December 07, 2019	50,00,00,00,000	18,00,00,00,00,000	185000,00,00,000
March 17, 2020	100,00,00,00,000	18,00,00,00,00,000	190000,00,00,000

6. We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names.

Sr. No.	Subscriber Details					
	Names, Address, Description and Occupation	**DIN/PAN/Passport Number**	**Number of Shares taken**		**Signature**	**Dated**
1.	Reliance Industries Limited 3rd Floor Maker Chamber IV, 222, Nariman Point, Mumbai – 400021, Maharashtra, India CIN: L17110MH1973PLC019786 Occupation : Business Represented by Shri Sethuraman Kandasamy Authorised vide Board Resolution dated 25/10/2019 S/O Kandasamy Iyer Address: C-903-904, Chaitanya Tower, A M Marg, Prabhadevi, Mumbai 400025, Maharashtra, India Occupation: Service	ADUPK3895Q	9994	Equity	Sd/-	13/11/19
2.	Rohit C. Shah Nominee of Reliance Industries Limited S/O Chhannalal Virchand Shah Address: B Wing, Flat No. 901 & 902, Shankar Park, Shankar Lane, Opp. Suman Apartments, Kandiwali (W), Mumbai 400067, Maharashtra, India Occupation: Service	00006087	1	Equity	Sd/- .	13/11/19
3.	Arvind Kumar Tiwari Nominee of Reliance Industries Limited S/O Ram Kumar Tiwari Address: B-801, Grow More Tower, Plot No. 5, Near Siemens Building, Sector-2, Kharghar, Raigarh-410210, Maharashtra, India Occupation: Service	08107419	1	Equity	Sd/-	13/11/19
4.	Kiran Mathew Thomas Nominee of Reliance Industries Limited S/O Thomas Mathew Address: 77A, Nandanvan CHS, Sector 17, Nerul, Navi Mumbai 400706, Maharashtra, India. Occupation: Service	02242745	1	Equity	Sd/-	13/11/19

5.	Pankaj Mohan Pawar Nominee of Reliance Industries Limited S/O Mohan Pundalik Pawar Address: 302, Archana Saurabh CHS, Plot No. 20, Sector 7, Koperkhairne 400709, Maharashtra, India Occupation: Service	00085077	1	Equity	Sd/-	13/11/19
6.	Sudhakar Saraswatula Nominee of Reliance Industries Limited S/O Narayana Murthy Saraswatula Address: A-161, Brook Haven, JV Link Road, Jogeshwari East, Mumbai 400060, Maharashtra, India Occupation: Service	00001330	1	Equity	Sd/-	13/11/19
7.	Anshuman Thakur Nominee of Reliance Industries Limited S/O Tantra Narayan Thakur Address: B1/46, Second Floor, Safdurjang Enclave, South West Delhi, Delhi 110029, India. Occupation: Service	03279460	1	Equity	Sd/-	13/11/19
	Total Shares taken		10,000	Equity		

Signed before Me					
Name		**Address, Description and Occupation**	**DIN/PAN/ Passport Number/Membership Number**	**Signed**	**Dated**
FCS	Gantayettu Bala Bhaskar Babuji S/o Gantayettu Jagannadha Rao	B-103, Shagun Residency, Plot No. 22 Sector 17, Roadpali, Kalamboli, Navi Mumbai-410218 Occupation: Practicing Company Secretary	1182	Sd/-	

ARTICLES OF ASSOCIATION

OF

JIO PLATFORMS LIMITED

(THE COMPANIES ACT, 2013)
Articles of Association
of
JIO PLATFORMS LIMITED
(Company Limited by Shares)

The following regulations comprised in these Articles of Association were adopted pursuant to a special resolution passed at the Extraordinary General Meeting of the Company held on November 23, 2020, in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

PART-A

Article No.	Description
	Interpretation
1.	Table 'F' not to apply (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. Company to be governed by these Articles (2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. Definitions (3) In these Articles: (a) "**Act**" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. (b) "**Articles**" means these articles of association of the Company or as altered from time to time. (c) "**Board of Directors**" or "**Board**", means the collective body of the directors of the Company. (d) "**Company**" means Jio Platforms Limited. (e) "**Rules**" means the applicable rules for the time being in force as prescribed under relevant sections of the Act. (f) "**Seal**" means the common seal of the Company. Number and Gender (4) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. Expressions in the Articles to bear the same meaning as in the Act

	(5) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.
	Shares under control of Board
2.	[1]Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. Provided that option or right to call of shares shall not be given to the person or persons without the sanction of the Company in the General Meeting.
	Directors may allot shares otherwise than for cash
3.	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
	Kinds of Share Capital
4.	The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and/or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital.
	Issue of certificate
5.	Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide – (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
	Certificate to bear seal
6.	Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
	One certificate for shares held jointly
7.	In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

[1] Amended by passing a special resolution at the Extraordinary General Meeting of the members of the Company held on March 25, 2026.

	Option to receive share certificate or hold shares with depository
8.	A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
	Issue of new certificate in place of one defaced, lost or destroyed
9.	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.
	Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.
10.	The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.
	Power to pay commission in connection with securities issued
11.	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.
	Rate of commission in accordance with Rules
12.	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.
	Mode of payment of commission
13.	The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
	Variation of members' rights
14.	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.
	Provision as to general meetings to apply mutatis mutandis to each meeting
15.	To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.
	Issue of further shares not to affect rights of existing members

16.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
	Power to issue redeemable preference shares
17.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.
	Further issue of share capital
18.	The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to – (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
	Mode of further issue of shares
19.	A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
	Lien
20.	<u>Company's lien on share</u> (1) The Company shall have a first and paramount lien – (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company: Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause. <u>Lien to extend to dividends, etc.</u> (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. <u>Waiver of lien in case of registration</u> (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien. <u>As to enforcing lien by sale</u> (4) The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made— (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the

	expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise. Validity of sale (5) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. Purchaser to be registered holder (6) The purchaser shall be registered as the holder of the shares comprised in any such transfer. Validity of Company's receipt (7) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. Purchaser not affected (8) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. Application of proceeds of sale (9) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. Payment of residual money (10) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. Outsider's lien not to affect Company's lien. (11) In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. Provisions as to lien to apply mutatis mutandis to debentures, etc. (12) The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.
	Calls on shares
21.	Board may make calls (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

	Notice of Call (2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. Board may extend time for payment (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. Revocation or postponement of call (4) A call may be revoked or postponed at the discretion of the Board. Call to take effect from date of resolution (5) A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments. Liability of joint holders of shares (6) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. When interest on call or instalment payable (7) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board. Board may waive interest (8) The Board shall be at liberty to waive payment of any such interest wholly or in part. Sums deemed to be calls (9) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. Effect of non payment of sums (10) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Payment in anticipation of calls may carry interest (11) The Board – (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the monies so paid by him until the same would, but for such payment, become presently payable by him. Instalments on shares to be duly paid (12) If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

	Calls on shares of same class to be on uniform basis (13) All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class. Partial payment not to preclude forfeiture (14) Neither a judgment nor a decree in favour of the Company for calls or other monies due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. Provisions as to calls to apply mutatis mutandis to debentures, etc (15) The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.
	Transfer of shares
22.	Instrument of transfer to be executed by transferor and transferee (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. Board may refuse to register transfer (3) The Board may, subject to the right of appeal conferred by the Act decline to register – (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien. Board may decline to recognise instrument of transfer (4) In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless – (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares. Transfer of shares when suspended (5) On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year. Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc. (6) The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to transfer of any other securities including debentures of the Company.
	Transmission of shares
23.	Title to shares on death of a member (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he

	was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. Estate of deceased member liable (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. Transmission Clause (3) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either – (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. Board's right unaffected (4) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency. Indemnity to the Company (5) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer. Right to election of holder of share (6) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. Manner of testifying election (7) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. Limitations applicable to notice (8) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. Claimant to be entitled to same advantage (9) A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with. Provisions as to transmission to apply mutatis mutandis to debentures, etc (10) The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

	Forfeiture of shares
24.	<u>If call or instalment not paid notice must be given</u> (1) If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. <u>Form of notice</u> (2) The notice aforesaid shall: (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited. <u>In default of payment of shares to be forfeited</u> (3) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. <u>Receipt of part amount or grant of indulgence not to affect forfeiture</u> (4) Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture. <u>Entry of forfeiture in register of members</u> (5) When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. <u>Effect of forfeiture</u> (6) The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. <u>Forfeited shares may be sold, etc.</u> (7) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. <u>Cancellation of forfeiture</u> (8) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. <u>Members still liable to pay money owing at the time of forfeiture</u> (9) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of

	forfeiture, were presently payable by him to the Company in respect of the shares. Members still liable to pay money owing at time of forfeiture and interest (10) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. Cesser of liability (11) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares. Certificate of forfeiture (12) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Title of purchaser and transferee of forfeited shares (13) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. (14) The transferee shall thereupon be registered as the holder of the share. Transferee not affected (15) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share. Validity of sales (16) Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person. Cancellation of share certificate in respect of forfeited shares (17) Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto. Surrender of share certificates (18) The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit. Sums deemed to be calls (19) The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way

	of premium, as if the same had been payable by virtue of a call duly made and notified. Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc (20) The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.
	Alteration of Capital
25.	Power to alter share capital (1) Subject to the provisions of the Act, the Company may, by ordinary resolution – (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient; (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act; (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person. Shares may be converted into stock (2) Where shares are converted into stock: (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose; (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” / “member” shall include “stock” and “stock-holder” respectively. Reduction of capital (3) The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — (a) its share capital; and/or (b) any capital redemption reserve account; and/ or (c) any securities premium account; and/or (d) any other reserve in the nature of share capital.

	Capitalisation of profits
26.	Capitalisation (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve - (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. Sum how applied (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards: (a) paying up any amounts for the time being unpaid on any shares held by such members respectively; (b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b). (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares. (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article. Powers of the Board for capitalisation (5) Whenever such a resolution as aforesaid shall have been passed, the Board shall – (a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and (b) generally do all acts and things required to give effect thereto. Board's power to issue fractional certificate / coupon etc. (6) The Board shall have power — (a) to make such provisions, by the issue of fractional certificates/ coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares. Agreement binding on members (7) Any agreement made under such authority shall be effective and binding on such members.
	Buy-back of shares
27.	Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

	General meetings
28.	Extraordinary general meeting (1) All general meetings other than annual general meeting shall be called extraordinary general meeting. Powers of Board to call extraordinary general meeting (2) The Board may, whenever it thinks fit, call an extraordinary general meeting.
	Proceedings at general meetings
29.	Presence of Quorum (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Business confined to election of Chairperson whilst chair vacant (2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. Quorum for general meeting (3) The quorum for a general meeting shall be as provided in the Act. Chairperson of the meetings (4) The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company. Directors to elect a Chairperson (5) If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. Members to elect a Chairperson (6) If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting. Casting vote of Chairperson at general meeting (7) On any business at any general meeting, in case of an equality of votes, the Chairperson shall have a second or casting vote. Minutes of proceedings of meetings and resolutions passed by postal ballot (8) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. Certain matters not to be included in Minutes (9) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.

	Discretion of Chairperson in relation to Minutes (10) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. Minutes to be evidence (11) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. Inspection of minute books of general meeting (12) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays. Members may obtain copy of minutes (13) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (12) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost. Powers to arrange security at meetings (14) The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.
	Adjournment of meeting
30.	Chairperson may adjourn the meeting (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place. Business at adjourned meeting (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice of adjourned meeting (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of adjourned meeting not required (4) Save as aforesaid and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

	Voting at a general meeting
31.	[2]Manner of voting and entitlement to vote (1) All business to be transacted at a general meeting or at meetings of any class of shareholders of the Company shall be decided on a poll. (2) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a poll, the voting rights of a member shall be in proportion to his share in the paid-up equity share capital of the Company. Voting through electronic means (3) A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. Vote of joint holders (4) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. Seniority of names (5) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. How members non compos mentis and minor may vote (6) A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. Votes in respect of shares of deceased or insolvent members, etc (7) Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. Business may proceed pending poll (8) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

[2] As per the Special Resolution passed by the members at the Extraordinary General Meeting held on March 25, 2026, the following amendment to Article 31(1) and Article 31(2) of the Articles of Association of the Company shall come into force from the date of listing of equity shares of the Company on the stock exchanges:

"31.Manner of voting and entitlement to vote

Subject to any rights or restrictions for the time being attached to any class or classes of shares:

(1) *on a show of hands, every member present in person shall have one vote; and*
(2) *on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company."*

	Restriction on voting rights (9) No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. Restriction on exercise of voting rights in other cases to be void (10) A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. Equal rights of members (11) Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.
	Proxy
32.	Member may vote in person or otherwise (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. Proxies when to be deposited (2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. Form of proxy (3) An instrument appointing a proxy shall be in the form as prescribed in the Rules. Proxy to be valid notwithstanding death of the principal (4) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
	Board of Directors
33.	Board of Directors (1) Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than such number as may be prescribed by the Act for the time being in force. First Directors (2) The following shall be the first directors of the Company: (a) Shri Akash Mukesh Ambani (b) Ms. Isha Mukesh Ambani (c) Shri Pankaj Mohan Pawar (d) Shri Kiran Mathew Thomas

	Directors not liable to retire by rotation (3) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. Same individual may be Chairperson and Managing Director/ Chief Executive Officer (4) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. Remuneration of directors (5) The remuneration of the directors shall, if any, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Remuneration to require members' consent (6) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary/ special resolution passed by the Company in general meeting. Travelling and other expenses (7) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them — (a) In attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or (b) in connection with the business of the Company. Execution of negotiable instruments (8) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine. Appointment of additional directors (9) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Duration of office of additional director (10) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act. Appointment of alternate director (11) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. Duration of office of alternate director (12) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

	Re- appointment provisions applicable to Original Director (13) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director. Appointment of director to fill a casual vacancy (14) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. Duration of office of Director appointed to fill casual vacancy (15) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.
	Proceedings of the Board
34.	General powers of the Company vested in Board (1) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. When meeting to be convened (2) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. Who may summon Board Meeting (3) The Chairperson or any one director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. Quorum for Board Meeting (4) The quorum for a Board meeting shall be as provided in the Act. Participation at Board Meeting (5) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. Questions at board meeting how decide (6) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. Casting vote of chairperson at Board Meeting (7) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. Directors not to act when numbers falls below the minimum (8) The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the

	purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. Who to preside at meetings of the Board (9) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. Directors to elect a Chairperson (10) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
	Committees
35.	Delegation of Powers (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. Committee to conform to Board Regulations (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. Participation at Committee Meeting (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. Chairperson of Committee (4) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. Who to preside at the meetings of the Committee (5) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting. Committee to meet (6) A Committee may meet and adjourn as it thinks fit. Questions at Committee meeting how decided (7) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. Casting vote of Chairperson at Committee meeting (8) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
	Acts of Board or Committee valid notwithstanding defect of appointment
36.	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

	Passing of resolution by circulation
37.	Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.
	Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
38.	Chief Executive Officer, etc (1) Subject to the provisions of the Act, — a chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses. Director may be chief executive officer (2) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
	The Seal
39.	The seal, its custody and use affixation of seal (1) The Board shall provide for the safe custody of the seal. (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.
	Dividends and Reserves
40.	Company in general meeting may declare dividend (1) The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. Interim dividends (2) Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. Dividends only to be paid out of profits (3) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

	Carry forward of profits (4) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. Division of Profits (5) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. Payments in advance (6) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. Dividends to be apportioned (7) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. No member to receive dividend whilst indebted to the company and Company's right to reimbursement therefrom (8) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. Retention of dividends (9) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares. Dividend how remitted (10) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. Instrument of payment (11) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Discharge of Company (12) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. Receipt of one holder sufficient (13) Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. No interest on Dividends (14) No dividend shall bear interest against the Company.

	Waiver of dividends (15) The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. [3]Unclaimed dividends (16) There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.
	Accounts
41.	Inspection by Directors (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. Restriction on inspection by members (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.
	Winding up of Company
42.	Subject to the applicable provisions of the Act and the Rules made thereunder – (1) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
	Indemnity
43.	Directors and officers right to indemnity (1) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. (2) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in

[3] Amended by passing a special resolution by the members of the Company at the Extraordinary General Meeting held on March 25, 2026.

	which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court. Insurance (3) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.
	Others
44.	General Powers (1) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. Joint-holders (2) Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles: Liability of Joint-holders (3) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share. Death of one or more joint-holders (4) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Receipt of one sufficient (5) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. Delivery of certificate and giving of notice to first named holder (6) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. Vote of joint-holders (7) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Executors or administrators as joint holders

	(8) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders. Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc (9) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names. Statutory register (10) The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. Members or any person as authorised by the Act shall be entitled to be furnished copy of such registers or entries therein or return, as entitled, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board. Foreign Register (11) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register (12) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

PART-B

Article	Description
	Amending Articles
45.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part B, the provisions of Part B shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part B. 3. The plain meaning of Part B shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part B, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part B shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part B of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
46.	1. Capitalised terms used but not defined in Part B of these Articles shall have the meaning ascribed to them in Schedule A of these Articles. 2. The terms of interpretation as set out in Schedule B of these Articles shall apply to this Part B of these Articles of the Company.
	Board and Board Meetings
47.	1. The Board shall have responsibility for the overall management and supervision of the Company and its Business. 2. The Board shall consist of at least eleven (11) but not more than fifteen (15) Directors comprising: 2.1. at least five (5) but not more than nine (9) Directors nominated for appointment to the Board by RIL; 2.2. one (1) Director nominated for appointment to the Board by Investor, for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold; and 2.3. at least five (5) independent Directors appointed in the manner set out in Article 47(23) below, *provided* that Investor's right to appoint a Director pursuant to this Article 47(2) shall terminate automatically upon the consummation of any Competing Investment by Investor or any of its Group Undertakings (in which case, Investor shall immediately remove the incumbent Investor Director, failing which, RIL may remove the incumbent Investor Director by giving notice in writing to the Company (with a copy to Investor)). 3. In addition, for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, Investor shall have the

Article	Description
	right to appoint, and to remove or replace, one (1) observer (the "**Investor Observer**") to attend all meetings of the Board; *provided* that Investor's right to appoint an Investor Observer pursuant to this Article 47(3) shall terminate automatically upon the consummation of any Competing Investment by Investor or any of its Group Undertakings (in which case, the Investor Observer will automatically cease to be entitled to attend any meeting of the Board or to benefit from any of the rights to notice or information extended to the Investor Observer under these Articles, including, for the avoidance of doubt, under Article 47(16)). 4. The post of chairperson of the Board shall be held by any RIL Director appointed to act as chairperson of the Board by RIL. The chairperson shall have a second or casting vote at Board meetings. If the chairperson of the Board for the time being is unable to attend any such Board meeting, RIL shall be entitled to appoint another RIL Director to act as chairperson at the meeting. If, for any reason, RIL does not appoint an RIL Director to act as chairperson prior to the time designated for the start of the meeting, the Directors present at the meeting may, by simple majority vote, elect one of the RIL Directors present to act as chairperson for that meeting. 5. A Shareholder may nominate and have appointed any Director it is entitled to nominate and appoint under Article 47(2), and may remove or replace (with or without cause) any Director it has so nominated and had appointed, by giving notice in writing to the Company (with a copy to each other Shareholder), and, in the case of the removal of a Director, to the Director being removed. 6. In the event that any of the Directors nominated for appointment by a Shareholder pursuant to Article 47(2) becomes a Sanctioned Person, each other Shareholder shall be entitled to require the Shareholder that nominated such Director to remove that Director within three (3) Business Days' of notice in writing from such other Shareholder requesting such removal. The Shareholder required to remove such Director shall be entitled to appoint another Director in the place of the Director so removed, *provided* that any such replacement Director is not a Sanctioned Person. 7. Each Shareholder shall vote all of its Equity Securities and take all other necessary action (including causing the Company to call a General Meeting, if necessary) in order to ensure that the nominees of each other Shareholder are appointed or removed from the Board (as decided by such other Shareholder) and the composition of the Board is as set out in Article 47(2). If any RIL Director or Investor Director is liable to retire by rotation in accordance with Applicable Law, RIL or Investor (as applicable) shall have the right to propose such Director for reappointment, and each of the Shareholders shall vote all of its Equity Securities and take all other necessary action (including causing the Company to call a General Meeting, if necessary) in order to ensure the reappointment of such Director in the same General Meeting (or any adjournment thereof) as that in which his or her retirement occurs. 8. Any Shareholder removing a Director nominated by it shall indemnify and keep indemnified the Company and each other Shareholder and its Group Undertakings against any claim arising from such Director's removal from office (other than any claim for payment by the Company of outstanding expenses pursuant to Article 47(11)). 9. No Shareholder shall have any liability under these Articles to any other Shareholder or the Company as a result of appointing or nominating a Director, nor for any action or omission by such Person in his or her capacity as a

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	Director (save to the extent such action or omission by a Director nominated for appointment by that Shareholder causes the Shareholder to be in breach of these Articles), and no Shareholder shall have any liability as a result of exercising its voting power in accordance with this Article 47. 10. The Board shall hold a regularly scheduled meeting at least once every calendar quarter. In any event, the Board shall have meetings as often as is necessary to discharge its duties. Board meetings shall be held at the registered office or principal place of business of the Company or at such other location as may be decided by the Board. 11. The Company shall pay all reasonable travel, accommodation and other out-of-pocket expenses incurred by each independent Director in the performance of his or her duties, including in connection with attending meetings of the Board and any committee thereof. Such expenses in respect of any Investor Director or RIL Director, as applicable, shall be paid by the Shareholder who nominated such Director. 12. Subject to any requirements of Applicable Law, meetings of the Board or of any committee thereof may be conducted by means of telephone or video conference or similar communications equipment and participation by such means shall constitute presence in person at the meeting. The Company shall at all times maintain adequate facilities and give such assistance as may reasonably be necessary to each of the Directors to facilitate participation at meetings of the Board or any committee thereof by such means. 13. The quorum for any Board meeting shall be at least as many Directors as required under Applicable Law, but in any case, for any Board meeting (including any adjourned meeting) at which any Reserved Matter will be voted upon, the quorum shall be at least one (1) RIL Director and, so long as Investor continues to have and exercise the right to appoint a Director, the Investor Director present at the time when the relevant business is transacted; *provided, however,* that, if such quorum is not present within thirty (30) minutes from the time appointed for the meeting or if during the meeting such quorum ceases to be present, the meeting will be adjourned for seven (7) calendar days to the same place and time of day (or such other period, place and time of day as each of the Directors may unanimously agree), and the quorum for such adjourned meeting shall no longer require the Investor Director. 14. Any Director may at any time convene a Board meeting. Subject to any requirement under Applicable Law and these Articles, at least ten (10) calendar days' notice of any Board meeting will be given to each Director (or seven (7) calendar days' notice in the case of an adjourned meeting), which notice may be in electronic form and which notice period excludes the date of the notice and the date of the Board meeting; *provided always* that a shorter period of notice of a meeting of the Board may be given if and in the manner permitted by Applicable Law. 15. Any notice of a Board meeting will be accompanied by: 15.1. an agenda identifying in reasonable detail the matters to be discussed at the meeting; and 15.2. copies of any relevant papers to be discussed at the meeting. 16. Subject to Article 47(3), any notices, agendas, papers, and other communications to the Board shall also be provided to the Investor Observer in the same manner as to the Directors, and the Investor Observer shall have the right to attend all such meetings (whether held in person, by telephone or

Article	Description
	otherwise). For the avoidance of doubt, the Investor Observer shall not have the right to vote at any meeting of the Board nor shall the Investor Observer be considered towards the quorum required for any meeting of the Board. 17. Reserved Matters not on the agenda or for which relevant papers have not been provided with the agenda pursuant to Article 47(15), or business conducted in relation to any such matters, will not be decided upon at a Board meeting; provided that such matters may be discussed and decided upon if there is a quorum in accordance with Applicable Law and at least one (1) RIL Director and the Investor Director agree. 18. Each Director shall have one (1) vote at each Board meeting. All actions and decisions of the Board shall require: 18.1. the affirmative vote of at least a simple majority of the Directors present at a duly-convened meeting of the Board at which a quorum is present; or 18.2. an affirmative written consent, in lieu of a meeting, signed by a simple majority of Directors; *provided* that (a) the Directors signing such written consent would together constitute a quorum if a meeting of the Board had been held to approve the matter and (b) the provisions of the Act (including Section 175 of the Act) applicable to the seeking of such written consent have been complied with. 19. The liability of each Director shall be limited to the maximum extent permitted by Applicable Law. Each Director shall be entitled to indemnification of, and advancement of expenses for, third party claims in relation to any acts of such Director on behalf of the Company to the maximum extent permitted by Applicable Law and the Company shall enter into indemnification agreements with each Director in relation to the same. 20. The Company shall arrange and maintain in full force and effect for the duration of each Director's appointment a policy of insurance, on terms which are in accordance with market and industry standards and are satisfactory to RIL and Investor, in respect of liability that may be incurred by each Director in the performance of their duties and each Director shall be a beneficiary of such policy. Notwithstanding anything to the contrary contained in these Articles, the Investor Director shall not be deemed to be an 'occupier' or 'officer in charge' or 'officer in default' for the purposes of the Act or any other Applicable Laws, as the Investor Director shall be a non-executive Director and shall not be responsible for the overall management, supervision, direction and control of the Company. The Company shall ensure that any and all filings made by the Company with Governmental Authorities with a reference to the Investor Director, clearly specify that such Investor Director is a non-executive director, and, shall to the extent permitted by Applicable Law be indemnified for defending any proceeding in which the Investor Director is personally prosecuted or proceeded against. 21. The Board shall have the power to constitute committees or sub-committees of the Board and to delegate such of the Board's powers to the aforesaid committees as the Board may deem appropriate or as may be required by Applicable Law. 22. For so long as Investor is entitled to appoint an Investor Director, Investor shall be entitled, by written notice to the Company and RIL, to appoint such Investor Director to serve as a member of the Company's audit committee (the "**Audit Committee**"); *provided* that the right of Investor to appoint a member of the

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	Audit Committee under this Article 47(22) may be shared with Google (to the extent similar rights are extended by the Company to Google pursuant to the terms of the Google Shareholders' Agreement). A majority of the Directors on the Audit Committee shall be independent Directors and the chairperson of the Audit Committee shall be an independent Director. To the extent such right is shared pursuant to the foregoing paragraph, Google and Investor shall each have the right to appoint their respective nominee Director as a member of the Audit Committee of the Company for a term of 12 months alternately (such alternate right to appoint a member of the Audit Committee is hereinafter referred to as the "**Audit Committee Nomination Right**"). Google shall have the Audit Committee Nomination Right for the first 12-month period commencing from November 23, 2020. Investor shall have the Audit Committee Nomination Right for the next 12-month period commencing from November 23, 2021. Thereafter, the Audit Committee Nomination Right shall revert to Google for the next 12-month period commencing from November 23, 2022, and then to Investor for the next 12-month period commencing from November 23, 2023 and so on. Google or Investor can exercise the Audit Committee Nomination Right at any time during their relevant 12-month period by a written notice to the Company. In terms of this Article 47(22), upon receipt of such written notice, the nominee Director shall be deemed to be inducted as a member of the Audit Committee automatically without the requirement for a further approval by the Board. Google's nominee Director shall automatically vacate office as a member of the Audit Committee at the close of business hours on 22 November of the relevant calendar year when Google's Audit Committee Nomination Right reverts to Investor and Investor's nominee Director shall automatically vacate office as a member of the Audit Committee at the close of business hours on 22 November of the relevant calendar year when Investor's Audit Committee Nomination Right reverts to Google. 23. The appointment of independent Director(s) of the Company shall be, at all times, determined in accordance with Applicable Law, and, in the event that at any time there are fewer than five (5) independent Directors serving on the Board, RIL and the Company shall take all actions reasonably necessary to appoint one or more independent Directors to fill such vacancies as soon as reasonably practicable. 24. Subject to the provisions of the Act, in the event that a Shareholder proposes to appoint an alternate Director (an "**Alternate Director**") to any Director nominated by them (the "**Original Director**"), the Board shall, upon receipt of notice to that effect from the relevant Shareholder, appoint an Alternate Director in place of such Original Director. Upon the appointment of the Alternate Director, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the registrar of companies and filing necessary notifications. The Shareholder shall also have a right to withdraw its nominated Alternate Director and nominate another Alternate Director in his or her place. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director and generally to perform all functions of the Original Director.

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	25. The provisions of this Article 47 shall terminate upon the consummation of a Qualifying IPO.
	General Meetings
48.	1. General meetings of the Company's shareholders (each, a "**General Meeting**") shall take place only as required by Applicable Law to approve decisions on matters relating to the Company and in accordance with the applicable provisions of these Articles. 2. The quorum for any General Meeting shall be determined in accordance with Applicable Law, but in any case, there shall be at least one (1) representative of each of RIL and Investor present at the time when any business is transacted; *provided,* however*,* that, if such quorum is not present within thirty (30) minutes from the time appointed for the General Meeting or if during the General Meeting such quorum ceases to be present, the General Meeting will be adjourned for seven (7) calendar days (or such other period as each of RIL and Investor may agree), and the quorum for such adjourned General Meeting shall no longer require a representative of Investor. 3. The Company shall provide at least twenty-one (21) clear days' notice of any General Meeting to each of the Company's shareholders, unless each of the Company's shareholders consents to shorter notice in accordance with Applicable Law. Such notice shall include an agenda identifying in reasonable detail the matters to be discussed at the General Meeting and shall be accompanied by copies of any relevant papers to which the Company's shareholders are to have reference for the purposes of the General Meeting. Unless each of RIL and Investor agrees otherwise in any case, the General Meeting shall not take any action on a matter that is not on the agenda of the relevant General Meeting. 4. Each General Meeting shall be chaired by the chairperson of the Board, or if the chairperson is unable to attend, any other Director appointed by such person to act as chairperson prior to the relevant General Meeting. In case the chairperson of the Board does not appoint another Director to act as chairperson prior to the meeting, the Shareholders present at the meeting may choose one of the RIL Directors or, if none of the RIL Directors are present, any other person present to act as chairperson for that meeting. The chairperson at the General Meeting shall not have any second or casting vote (nor any vote, unless voting in the capacity as representative of one of the Company's shareholders pursuant to due authorisation to do so). 5. No action shall be taken by the Shareholders at a General Meeting with respect to any Reserved Matter that has not previously been approved pursuant to Article 59.
	Information Rights
49.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion

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	of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; 1.3. the information as set forth in Schedule F; and 1.4. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. Investor shall have the right, with the assistance of its Representatives and external advisors, to: (i) no more than once per calendar year, inspect, at its own cost, the books and records of the Company and its Subsidiaries to investigate compliance by the Company and each of its Subsidiaries with Anti-Bribery Laws, Anti-Money Laundering Laws and International Trade Laws; and (ii) without prejudice to the rights set forth in clause (i) above, if Investor has reason to believe that a violation by the Company or any of its Subsidiaries of any Anti-Bribery Law, Anti-Money Laundering Law or International Trade Law has occurred or will occur, inspect at its own cost such pertinent books and records of the Company and its Subsidiaries as shall be reasonably necessary to investigate any such suspected violation. Such inspection right under clause (ii) shall be limited to issues related to any such suspected violation, and in no event shall more than two (2) inspections under clause (ii) occur in any given calendar year. Investor shall provide fifteen (15) days' advance written notice to the Company of its intention to conduct any inspection pursuant to this Article 49(3), and each such inspection shall be conducted during normal business hours. Written notice shall include a statement of the basis and scope of any inspection undertaken pursuant to clause (ii) of this paragraph. The Company shall reasonably cooperate, and shall procure that each of its Subsidiaries reasonably cooperates, with any inspection required by Investor pursuant to this Article 49(3). Investor shall exercise its inspection rights described in this Article reasonably and in good faith and information obtained by it as a result of these inspection rights shall be deemed 'Confidential Information' under the Shareholders' Agreement. 4. At the request of Investor (which request may only be made once per year during the sixty (60) day period following the delivery to Investor of the audited financial information referred to in Article 49(1.2)), the Company shall, at Investor's expense and during normal business hours of the Company, (i) make available to Investor and its Representatives a copy of each written agreement or understanding (and a summary of the material terms of each unwritten agreement or understanding) that was in effect at any time since the last such request made by Investor (or in the case of the first such request, since the date of the Original Shareholders' Agreement) that would constitute a Related Party Transaction, and (ii) provide Investor and its Representatives reasonable access to the books, records and personnel of the Company and

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	its Subsidiaries as may be reasonably necessary to verify compliance by the Company and RIL with Investor's consent rights over any Related Party Transactions (it being understood that for purposes of this Article 49(4), Investor's Representatives shall not include an external audit firm). 5. The rights and obligations contained in Articles 49(1), Article 49(2) and Article 49(4) will terminate automatically and: 5.1. in their entirety, upon the consummation of a Qualifying IPO; and 5.2. except (a) for the information set forth in Articles 49(1.1) and 49(1.2), and the information in Schedule F, other than paragraph 4 of Schedule F and (b) to the extent that any of the other information to be provided pursuant to Articles 49(1) and 49(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, upon (i) the consummation of any Competing Investment by Investor or any of its Group Undertakings or (ii) solely with respect to Articles 49(1) and Article 49(2), Investor's Aggregate Shares falling to below five percent (5%) of the Company's total outstanding Common Equivalents, or, solely with respect to Article 49(4), when Investor and its Permitted Transferees no longer satisfy the Minimum Ownership Threshold. 6. Information to which any Shareholder has access pursuant to this Article 49 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives. 7. Notwithstanding anything to the contrary in this Article 49, information rights relating to compliance with U.S. tax laws will be governed exclusively by the provisions of Schedule F.
	Transfers of Equity Securities
50.	1. Save as permitted by Article 55, during the period from the date of the Original Shareholders' Agreement to the earlier of (i) 7 July 2025 and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 57) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1 either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 50(2).

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	1.2 RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 58. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 53, in a Transfer made in compliance with Article 51 or Article 52; or 2.2. in a Transfer made in compliance with Article 54; or 2.3. to a Permitted Transferee in compliance with Article 55; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under Part B of these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 55; *provided*, *however*, that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 50, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee, along with any Equity Securities: 5.1. where such third party transferee and its Group Undertakings, collectively, will, upon completion of the relevant Transfer, hold Equity Securities representing more than two and one half percent (2.5%) of the total outstanding Common Equivalents, Investor's rights under Clause 20 of the Shareholders' Agreement (provided, further, that such rights may not be Transferred by Investor to more than four (4) third party transferees, each meeting the minimum ownership threshold set forth in this Article 50(5.1)); and 5.2. where such third party transferee and its Group Undertakings, collectively, will, upon completion of the relevant Transfer, hold outstanding Common Equivalents equal to at least sixty-five percent (65%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 51, 52, 57(8) and, unless the transferee is a Specified Transferee, Article 59. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule D.

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	7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 58, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 55. 11. Investor shall not directly or indirectly Transfer, nor shall Investor permit any of its Permitted Transferees to directly or indirectly Transfer, any Compulsorily Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 55; *provided, however,* that this Article 50(11) shall not apply with respect to the simultaneous Transfer by Investor or any of its Permitted Transferees to a third party transferee of the same proportions of Compulsorily Convertible Preference Shares and Equity Shares (as compared to the total number of outstanding Compulsorily Convertible Preferences Shares and Equity Shares, as applicable, held by Investor and its Permitted Transferees immediately prior to the completion of such Transfer). 12. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 50. 13. All restrictions on Transfer in this Article 50 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
51.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing

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	conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 51 shall apply to any Transfer contemplated by Article 50(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 58(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and

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	3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 51 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 51 and Article 53, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 51 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 51 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 51 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 51 and Article 53, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect.

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	9. Notwithstanding anything contained in this Article 51, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 51 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 51 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 51 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 52 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 51 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
52.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other Shareholders of the Company (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 52 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 52 and Article 53. 2. If RIL elects to exercise its rights pursuant to Article 52(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's

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	Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 52(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 52 and Article 53, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 52 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 52. 5. Notwithstanding anything to the contrary in this Article 52, a Shareholder will not be required to comply with Article 52(1), (and any attempted exercise by RIL of its rights pursuant to Article 52(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 52(5) shall be null and void ab initio), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 52 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 52(5.1(iii));

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	5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that becomes a shareholder of the Company following the date of the Original Shareholders' Agreement (other than RIL) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 52 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 52, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 52 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 52 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 52 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 52 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
53.	1. Notwithstanding anything contained in Article 51 or Article 52, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article

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	51 or a Drag-Along Sale under Article 52 are subject to the additional conditions set forth in this Article 53. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants

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	or any transaction expenses pursuant to Article 53(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
54.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect to the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the

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	expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 54(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule D and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 54 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 54, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 54 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 54 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 54 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
55.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 55 (a "**Permitted Transfer**") and the provisions of Schedule D. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other

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	Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Group Undertaking of the relevant Shareholder before it ceases to be a Group Undertaking of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and its Permitted Transferees as one uniform block, and no Permitted Transferee of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder (and, in the case of Investor, Parent) shall procure that, before any of its Permitted Transferees that holds any Equity Securities ceases to be such Shareholder's Permitted Transferee (or, in the case of Investor, Investor ceases to be a wholly-owned Subsidiary of Parent), or before such Permitted Transferee becomes subject to an Insolvency Event, such Permitted Transferee (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, Investor) shall Transfer all of the Equity Securities it holds to the Shareholder or another of the Shareholder's Permitted Transferees (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, to Parent or a wholly-owned Subsidiary of Parent) and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them,

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	acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 55(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 55(6).
	Pre-Emptive Rights
56.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 56(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice; *provided*, however, that Investor shall be permitted to specify in its Exercise Notice that it will purchase the lesser of (i) the number of Equity Securities set forth in its Exercise Notice and (ii) a number of Equity Securities that permits Investor to maintain an ownership percentage in the Company not greater than the CFC Ownership Threshold following the issuance of the Equity Securities described in the Issuance Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 56 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the

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	conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 56. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 56 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 57(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 56, the closing date of any proposed issuance of Equity Securities to which this Article 56 applies may, at the Company's discretion, occur prior to the expiration of the twenty-five (25)-Business Day period contemplated by Article 56(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 56 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 56 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 56(1) through and including Article 56(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion, in accordance with the Completion Preference Terms, of (i) any Optionally Convertible Preference Shares or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Original Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 58. 10. The provisions of this Article 56 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
57.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required

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	in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, in a manner whereby Investor and its Group Undertakings do not exceed the CFC Ownership Threshold. RIL, Investor and the Company shall cooperate to ensure that all such conversions occur on the same day. 4. If a Qualifying IPO has not been completed on or prior to 7 July 2024, Investor shall have the right to require the formation of a strategic IPO committee (the "**IPO Committee**"). The IPO Committee shall comprise the following: (a) two (2) RIL Directors; (b) three (3) independent Directors; (c) the Investor Director (for so long as Investor continues to satisfy the Minimum Ownership Threshold); and (d) up to two (2) Directors appointed by New Investors as contemplated by Article 58(7). 5. The IPO Committee shall direct and supervise the conduct of a Qualifying IPO. Decisions of the IPO Committee shall require the consent of a majority of the members thereof. 6. The IPO Committee may, at its discretion, appoint one or more internationally recognized investment banks to act as global coordinator(s) for a Qualifying IPO. The engagement of such global coordinator(s) shall be on financial and other terms customary in the industry, and all fees and expenses of such global coordinator(s) shall be borne by the Company. 7. Should the IPO Committee determine to pursue a Qualifying IPO, the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or

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	advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 8. If a Qualifying IPO has not been completed on or prior to 7 July 2028, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 9. A Qualifying IPO initiated pursuant to Article 57(8) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 57(9), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 10. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part C, Part D, Part E, Part F, Part G, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 57(4) and 57(8), (ii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Article 78(5) of Part C of these Articles, (iii) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Article 98(5) of Part D of these Articles, (iv) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (v) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vi) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined

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	under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 11. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a promoter of the Company and no such Person shall be represented as a promoter in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a promoter of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
58.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 58, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; and 1.2. in the case of any Conversion Share Sale, subject to Article 62(3), such Conversion Share Sale is completed on or prior to 5:00pm IST on 30 June 2021. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 58(1.1), Article 58(5) and Article 58(8)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Original Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 58(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing.

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	3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 58(1.2), Article 58(5) and Article 58(8)) satisfy each of the following conditions: 3.1 the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2 the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 58(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 58(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 58(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 58(3), 58(5), 58(6) and 58(8). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 58(1), as applicable, Article 58(2) or Article 58(3), as applicable, and Article 58(8)) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall: 5.1.1. be issued or sold, as applicable, at a price (per Equity Share) not less than: (a) in the case of any New Investor that is a Strategic Investor, the greater of (x) the Original Issue Price, and (y) the fair market value of such Equity Shares as at the date of completion of the share transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule E; provided that, if such share transaction occurs on a date that is within twelve (12) months following the date of the Original Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule E; and (b) in the case of any New Investor that is not a Strategic Investor, the greater of (x) the Financial Investor Floor Price and (y) the fair market value of such Equity Shares as at the date of completion of the share transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule E; provided that, if

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	such share transaction occurs on a date that is within twelve (12) months following the date of the Original Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule E; 5.1.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the applicable Subscription Securities, other than providing the New Investor(s) with additional consent rights over matters in compliance with Article 58(5.1.3) below; 5.1.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 58(5.1.3); 5.1.4. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 58(5.1.4); and 5.1.5. attach (and the Constitutional Documents of the Company do and shall impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 52, 53 and 54, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are

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	necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 58(5.1.5)), *provided that*, for the avoidance of doubt, in making any comparison called for under this Article 58(5.1), the rights granted, and obligations and restrictions imposed in respect of the Equity Shares to be issued or sold, as applicable, in the relevant share transaction shall be compared to those granted and imposed, as applicable, in respect of Investor's Equity Shares; and Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 58(5.1), and, if Investor so elects, (1) it shall not be a violation of this Article 58(5.1) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 58(5.1), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.2. the sum of the aggregate number of Equity Shares issued by the Company to New Investors in Incremental Equity Financings and the aggregate number of Equity Shares issued by the Company to RIL upon the conversion of Optionally Convertible Preference Shares and subsequently sold by RIL to New Investors in Conversion Share Sales, shall not exceed 2,232,922,707 Equity Shares (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement); 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. Without in any way limiting any rights that Investor may have in connection with such Permitted Share Transaction, including pursuant to Article 58(8) or Article 59, and in order to confirm the Company's compliance with this Article 58, the Company shall: 6.1. notify Investor of each Permitted Share Transaction in writing at least twenty (20) Business Days prior to the completion of such Permitted Share Transaction and, as soon as practicable thereafter, provide to Investor's internal and external legal counsel for their review (i) a certification as to (a) the type of Permitted Share Transaction being undertaken, (b) the price per Equity Share payable by any New Investor pursuant to such Permitted Share Transaction; and (c) the number and types of Equity Securities being issued, sold, converted, and/or redeemed in such Permitted Share Transaction, (ii) a substantially final draft of the shareholders agreement to be entered into with any New Investor in connection with such Permitted

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	Share Transaction (each such agreement, a **"New Investor Shareholders' Agreement**"), if applicable, (iii) a substantially final draft of the amended and restated Constitutional Documents of the Company, if applicable and (iv) a spreadsheet in substantially the same form as the Model Spreadsheet (as defined in the Investment Agreement) (a) setting forth the number and type of Equity Securities being issued, sold, converted, and/or redeemed in such Permitted Share Transaction and the prices at which such issuances, sales, conversions and/or redemptions are to be effected in such Permitted Share Transaction, and (b) illustrating the effect of such Permitted Share Transaction on the issued and outstanding share capital of the Company and calculating Investor's ownership percentage of the total combined voting power of all classes of stock of the Company entitled to vote and of the total value of shares of all classes of stock of the Company prior to and following the consummation of such Permitted Share Transaction; and 6.2. no more than five (5) Business Days after the completion of each Permitted Share Transaction, provide to Investor's external and internal legal counsel a copy of the execution version of the document(s) referred to in Article 59(6.1(ii)) and Article 59(6.1(iii)) and the final version of the spreadsheet referred to in Article 59(6.1(iv)) for their review (and Investor hereby consents to the disclosure of the Shareholders' Agreement and the Restated Charter Documents (as defined in the Investment Agreement) to the external and internal legal counsel of any potential New Investor that has agreed to maintain the confidentiality of the Shareholders' Agreement and the Restated Charter Documents for review by such external and internal legal counsel). 7. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may: 7.1. enter into one or more commercial agreements with any New Investor (or any one or more of its Affiliates), it being understood that RIL or any of its Affiliates (including, for the avoidance of doubt, the Company and any of its Subsidiaries) may also be bona fide parties to such commercial agreements; and 7.2. amend the Company's Constitutional Documents: 7.2.1. to the extent that such amendments do not adversely affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, or 7.2.2. to incorporate any of the following rights granted to the New Investor in connection with such Permitted Share Transfer: (a) the appointment of up to two (2) Directors by New Investors, *provided* that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Director; (b) the appointment of up to two (2) Board observers by New Investors, *provided* that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Board observer; (c) the appointment of up to two (2) Directors to the IPO Committee (and the right to require the formation of the IPO

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	Committee) by New Investors (without granting any such Director any unique rights or authority with respect thereto), *provided* that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Director to the IPO Committee; (d) the granting of consent rights to one or more New Investors in a manner that satisfies the requirements set forth in Article 58(5.1.3); and (e) the granting to one or more New Investors of the right to cause a Qualifying IPO and any other rights granted in its capacity as a minority investor of the Company (including any board committee membership rights or any non-competition or non-solicitation covenants on the part of RIL or its Affiliates), in each case, in a manner that satisfies the requirements set forth in Article 58(5.1.2) and Article 58(5.1.4), and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 58. 8. No dilution of any Shareholder (other than RIL or any of its Permitted Transferees) shall occur as a result of any Permitted Share Transaction (after taking into account the redemption and/or conversion of any Optionally Convertible Preference Shares in connection with such Permitted Share Transaction). 9. Without limiting the generality of Article 58(5), and for the avoidance of doubt, if the Company and/or any of its Subsidiaries enters into any amendment of any provision of any New Investor Shareholders' Agreement and/or any corresponding section of the Constitutional Documents of the Company (each, a "**Specified Amendment**") then, to the extent that such Specified Amendment grants to any New Investor any right that is senior or preferential to, or otherwise more favourable than the rights granted to Investor (including by reducing the obligations of any such Person) (in each case, other than in an immaterial respect) under the Shareholders' Agreement and the Constitutional Documents of the Company, then, the Company and RIL shall agree to, and vote in favour of, as the case may be, a corresponding amendment of the provisions of the Shareholders' Agreement and the Constitutional Documents of the Company (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the provisions of the Shareholders' Agreement and the Company's Constitutional Documents to give effect to this Article 58(9)). Investor may elect in writing to forego any of the additional rights (including any reduction of an obligation) granted by any Specified Amendment, and, if Investor so elects, (a) it shall not be a violation of this Article 58 if the provisions of the Shareholders' and the Constitutional Documents of the Company are not amended concurrently with such Specified Amendment to grant any such foregone additional right (including any reduction of an obligation) to Investor, and (b) provided that the Company has otherwise complied with the

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	requirements of this Article 58, Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Constitutional Documents of the Company to give effect to such Specified Amendment.
	Reserved Matters
59.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 59, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take an action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 59, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 59(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule C, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule C if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 59 shall terminate upon the consummation of a Qualifying IPO.
	Deadlock

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60.	1. If the Shareholders (at a General Meeting) are unable to approve or otherwise agree on any Reserved Matter in accordance with Article 59, the matter shall be considered to be in "**Deadlock**", and the Deadlock may initially be referred by RIL or Investor for resolution to the representatives of RIL and Parent as specified in the Shareholders' Agreement (together, the "**Initial Deadlock Representatives**") by serving a written notice to the other (the "**Deadlock Notice**"). Following the serving of such Deadlock Notice, the Initial Deadlock Representatives will use reasonable endeavours to attempt to resolve the Deadlock (if possible). The Board and the Shareholders shall promptly take any action jointly recommended to it by the Initial Deadlock Representatives. 2. If, after referral to the Initial Deadlock Representatives in accordance with Article 60(1), the matter is not resolved for any reason within forty-five (45) calendar days from the Deadlock Notice, the Shareholders may agree to submit the Deadlock to the Chief Executive Officers of each of RIL and Parent for resolution of the Deadlock, who shall use reasonable endeavours to attempt to resolve the Deadlock (if possible) within thirty (30) calendar days from the aforementioned forty-five (45) day period. The Board and the Shareholders shall promptly take any action jointly recommended to it by such officers. 3. For the avoidance of doubt, unless and until a Deadlock is resolved, the Company shall comply with its obligations under Article 59(4).
	Default; Remedies
61.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 50 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting

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	Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 61 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 61 (howsoever arising).
	OCPS and CCPS Matters
62.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. For so long as Investor or its Permitted Transferees hold any Compulsorily Convertible Preference Shares: 2.1. Neither Investor nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any such Compulsorily Convertible Preference Shares; and 2.2. If, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any such Compulsorily Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then Investor, its Permitted Transferees and the Company shall take all actions necessary to cause all such Compulsorily Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. To ensure that such conversion does not cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold, RIL and the Company shall take all actions necessary to cause all outstanding Optionally Convertible Preference Shares to immediately convert into Equity Shares in accordance with the Completion Preference Terms on the same day. 3. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021, shall be converted by the Company into Equity

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	Shares on such date in accordance with their terms; *provided*, however, that that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 58 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder. 4. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis). 5. In any case in which any Optionally Convertible Preference Shares and Compulsorily Convertible Preference Shares are to be converted as part of the same transaction or interrelated transactions, such conversions shall occur on the same day.
	Future Funding
63.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings at a price per Equity Share of not less than the greater of (i) the Original Issue Price and (ii) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule E; *provided* that, if such financing transaction occurs on a date that is within twelve (12) months following the date of the Original Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule E; *provided further*, *however*, that RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding.
	Termination
64.	1. The provisions of Part B of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part B of these Articles shall not:

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	2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 46, Article 65 or this Article 64, which shall remain in full force and effect and continue to bind the Parties. 3. If Part B of these Articles terminate in respect of a Shareholder in accordance with Article 64(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner.
	Further Assurances
65.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
66.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder or any of its Group Undertakings of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by such Person of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that any cooperation with respect to U.S. tax matters will be governed exclusively by the provisions of Schedule F; and *provided*, *further*, that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or

Article	Description
	calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities. 4. The Company shall not file with the U.S. Internal Revenue Service an election to be treated as a partnership for United States federal income tax purposes without the consent of Investor, except that the Company may file an entity classification election without such consent in connection with a reorganization under section 368 of the Code in which the members exchange their interests in the Company for stock or equity interests in any entity that is classified as a corporation for United States federal income tax purposes. 5. No less than thirty (30) days before making any proposed change to its capital structure that could reasonably be expected to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold (for example, a redemption of Equity Securities from any holder other than Investor or its Permitted Transferees), the Company shall provide written notice of such proposed change (the "**Capital Structure Change Notice**") to Investor. Investor shall have fifteen (15) days from the date of receipt of such Capital Structure Change Notice to request that the Company refrain from making such capital structure change, or that the Company modify such capital structure change, in each case, so as not to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold (the "**Capital Structure Change Objection Notice**"). If Investor does not provide such Capital Structure Change Objection Notice as aforesaid, the Company shall be free to proceed with the capital structure change as proposed. If Investor provides such Capital Structure Change Objection Notice as aforesaid, the Parties shall reasonably cooperate, and each Party shall use commercially reasonable efforts, to undertake such capital structure change in a manner so as not to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold. Nothing in this Article 66(6) shall derogate from the Company's obligations under Article 58, Article 62(5) or otherwise under these Articles. 6. No less than thirty (30) days before making any proposed change to its business operations (or the business operations of its Subsidiaries) that could reasonably be expected to cause its and its Subsidiaries' combined income to consist primarily of (i) dividends, interest, royalties, rents, and annuities (other than royalties or rents received with respect to assets that the Company or a Subsidiary developed or added substantial value to through its own employees), (ii) gains from the sale or exchange of property (other than property held for sale to customers in the ordinary course of business or used in the ordinary course of business); (iii) gains from commodities transactions, (iv) foreign currency gains; or (v) other income of a similar kind, the Company shall provide written notice of such proposed change (the "**Business Income Change Notice**") to Investor. Investor shall have fifteen (15) days from the date of receipt of such Business Income Change Notice to request that the Company refrain from making such change, or that the Company modify such change, in each case, so as not to cause the Company (or any Subsidiary) to be treated as a "passive foreign investment company" as defined in Section 1297(a) of the Code (a "**PFIC**", and such request, the "**Business Income**

Article	Description
	Change Objection Notice"). If Investor does not provide such Business Income Change Objection Notice as aforesaid, the Company shall be free to proceed with the change to its business operations as proposed. If Investor provides such Business Income Change Objection Notice as aforesaid, the Parties shall reasonably cooperate, and shall use commercially reasonable efforts, to undertake such change in a manner so as not to cause the Company (or any Subsidiary) to be treated as a PFIC. Nothing in this Article 66(6) shall require the Company or any Subsidiary to take any action that would interfere with the business operations (including the proposed change to such business operations) of the Company or any Subsidiary, or would result in any material loss or expense or loss of new business opportunities to the Company or any Subsidiary.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
67.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 67(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 67 and on Schedule G.

SCHEDULE A: DEFINITIONS

Capitalized terms used in Part B of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 63;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Alternate Director**" has the meaning given to it in Article 47(24);

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Audit Committee**" has the meaning given to it in Article 47(22);

"**Audit Committee Nomination Right**" has the meaning given to it in Article 47(22);

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised or required by Applicable Law to close;

"**Business Income Change Notice**" has the meaning given to it in Article 66(6);

"**Business Income Change Objection Notice**" has the meaning given to it in Article 66(6);

"**Capital Structure Change Notice**" has the meaning given to it in Article 66(5);

"**Capital Structure Change Objection Notice**" has the meaning given to it in Article 66(5);

"**CFC**" has the meaning given to it in paragraph 6 of Schedule F;

"**CFC Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings collectively hold a number of Equity Securities equal to less than ten percent (10%) of the total combined voting power of all classes of stock entitled to vote of the Company and also equal to less than ten percent (10%) of the total value of shares of all classes of stock of the Company, in each case within the meaning of Section 951(b) of the Code;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person;

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 58;

"**Conversion Shares**" has the meaning given to it in Article 58(3.1);

"**Deadlock**" has the meaning given to it in Article 60(1);

"**Deadlock Notice**" has the meaning given to it in Article 60(1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 5 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 61(1);

"**Defaulting Party**" has the meaning given to it in Article 61(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 52(1);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 52(1);

"**Dragged Shareholder**" has the meaning given to it in Article 52(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any

security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 56(2);

"**Exercise Notice Period**" has the meaning given to it in Article 56(2);

"**Financial Investor Floor Price**" has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" has the meaning given to it in Article 48(1);

"**Google**" means Google International LLC and its "Permitted Transferees" as defined in the Google Shareholders' Agreement;

"**Google Investment Agreement**" means the investment agreement dated 14 July 2020 among the Company, RIL and Google International LLC;

"**Google Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in the Google Investment Agreement;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor, Parent, and any Subsidiary of Parent; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 58;

"**Independent Valuer**" means an independent valuer appointed by the Company from a Qualifying Accounting Firm (excluding the auditor of the Company) or any other internationally recognised firm of accountants;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**Initial Deadlock Representatives**" has the meaning given to it in Article 60(1);

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated April 21, 2020 among RIL, the Company, Investor and Parent, as amended by the Amendment Agreement dated May 3, 2020, the Second Amendment Agreement dated June 4, 2020 and the Third Amendment Agreement dated July 7, 2020, in each case among RIL, the Company, Investor and Parent;

"**Investor**" means Jaadhu Holdings, LLC, a company organised and existing under the laws of the State of Delaware, with its registered office at 251 Little Falls Drive, City of Wilmington, County of New Castle, 19808;

"**Investor Director**" means the director nominated for appointment to the Board by Investor;

"**Investor Initiation Notice**" has the meaning given to it in Article 57(8);

"**Investor Observer**" has the meaning given to it in Article 47(3);

"**IPO Committee**" has the meaning given to it in Article 57(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 54(4);

"**Issuance Notice**" has the meaning given to it in Article 56(1);

"**Lock-In Period**" has the meaning given to it in Article 50(1);

"**Losses**" means any and all losses, damages, liabilities, costs and expenses (including amounts paid in settlements, judgments, awards, court costs and all reasonable attorney fees), fines, Tax(es), interest or penalties, *provided*, *however* that Loss shall not include any punitive damages, loss of profit, loss of revenue, loss of opportunity, loss of goodwill or possible business, whether actual or prospective loss, any indirect or consequential loss or any loss that is not reasonably foreseeable, but Loss shall include any diminution or reduction in the value of the Equity Securities held by Investor;

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Master Services Agreement**" means the Master Services Agreement by and between the Company, Reliance Retail Limited and WhatsApp Inc. dated 7 July 2020 (including (i) the Commerce Integration Agreement (as defined in the Investment Agreement) and (ii) any other schedules thereto as may be executed from time to time);

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to at least sixty-five percent (65%) of Investor's Aggregate Shares as of the date of the

Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 58(1);

"**New Investor Shareholders' Agreement**" has the meaning given to it in Article 58(6.1);

"**Non-Defaulting Party**" has the meaning given to it in Article 61(1);

"**Notice of Default**" has the meaning given to it in Article 61(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 54(1);

"**Offer Period**" has the meaning given to it in Article 54(4);

"**Offer Price**" has the meaning given to it in Article 54(2.2);

"**Offered Securities**" has the meaning given to it in Article 54(2.1);

"**Offeror**" has the meaning given to it in Article 54(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Original Shareholders' Agreement after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects (except with respect to all uses of such term in paragraph 9 of Schedule C, for which purposes the materiality qualifier contained in this definition shall be disregarded);

"**Original Director**" has the meaning given to it in Article 47(24);

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Original Shareholders' Agreement**" means the Shareholders' Agreement dated July 7, 2020 among RIL, the Company, Investor and Parent;

"**Parent**" means Facebook, Inc., a company organised and existing under the laws of the State of Delaware, with its registered office at 251 Little Falls Drive, City of Wilmington, County of New Castle, 19808;

"**Party**" means each of RIL, the Company, Investor and Parent;

"**Parties**" means RIL, the Company, Investor and Parent, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 58(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at 5:00pm IST on 31 December 2020;

"**Permitted Transfer**" has the meaning given to it in Article 55(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Parent, and any wholly-owned Subsidiary of Parent; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**PFIC**" has the meaning given to it in Article 66(6);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 58(5.1) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 56;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth anniversary of Completion (as defined in the Google Investment Agreement), such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to a maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 58(2.1);

"**Related Party Transaction**" means any transaction, contract, understanding, arrangement, program or relationship or any series of related transactions, contracts, understandings, arrangements, programs or relationships in which:

(a) the Company or any of its Subsidiaries is a participant or party; and

(b) any of (i) any 'related party' (as defined in the Act) (other than the Company or any of its Subsidiaries) of the Company or any of its Subsidiaries, (ii) RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) or (iii) any promoter or promoter group of RIL is also a participant or party;

"**Relevant Entity**" has the meaning given to it in Schedule F;

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule C;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Director**" means a Director nominated for appointment to the Board by RIL, other than any independent Director;

"**RIL Initiation Notice**" has the meaning given to it in Article 57(1);

"**ROFR Offer**" has the meaning given to it in Article 54(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United

States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles;

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles; and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Shareholders' Agreement**" means the Amended and Restated Shareholders' Agreement dated November 22, 2020 among RIL, the Company, Investor and Parent;

"**Specified Amendment**" has the meaning given to it in Article 58(9);

"**Specified Rights**" has the meaning given to it in Article 55(3);

"**Specified Shareholder**" has the meaning given to it in Article 52(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; provided that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subscription Securities**" means the Equity Shares and the Compulsorily Convertible Preference Shares issued and allotted by the Company to Investor pursuant to the Investment Agreement;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 51(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 51(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 51(3);

"**Tag-Along Right**" has the meaning given to it in Article 51(3);

"**Tag-Along Sale**" has the meaning given to it in Article 51(1);

"**Tagging Shareholder**" has the meaning given to it in Article 51(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 54(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Master Services Agreement, the Restated Charter Documents (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any

participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise;

"**Transferor**" has the meaning given to it in Article 55(1).

SCHEDULE B: INTERPRETATION

1. In these Articles, a reference to:

   1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

   1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

   1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

   1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

   1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

   1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

   1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

   1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a schedule to these Articles; and

   1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification, or acknowledged as being in agreed form by email, in each case, by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases, unless expressly stated

otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE C: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Original Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 58.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares, other

than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Business Scope

7. Entry by the Company or any of its Subsidiaries into any new line of business that (i) is not ancillary to the business of the Company or any of its Subsidiaries as conducted as of the date of the Original Shareholders' Agreement and (ii) requires an investment of more than 224,640,000,000 INR.

Mergers, Acquisitions and Divestitures

8. Any merger, consolidation, business combination, acquisition, joint venture, divestiture or similar transaction (other than a Drag-Along Sale effected in accordance with Article 52 and Article 53) involving (a) the Company or any of its Subsidiaries (or any assets of the Company or any of its Subsidiaries) and (b) any third party (including RIL or any of its Affiliates, other than the Company or any of its Subsidiaries) that involves a business that (i) is not the business of the Company or any of its Subsidiaries as conducted on the date of the Original Shareholders' Agreement, and (ii) is not ancillary to the business of, the Company or any of its Subsidiaries as conducted on the date of the Original Shareholders' Agreement, in each case involving consideration or assets in excess of 224,640,000,000 INR.

Related Party Transactions

9. Any Related Party Transaction that (x) is not entered into both (A) in the Ordinary Course of Business and (B) on an arm's length basis, or (y) involves, either individually or in the aggregate when taken together with all Related Party Transactions entered into during the same fiscal year of the Company, an amount greater than 224,640,000,000 INR (or, if the Related Party Transaction is entered into in the 2020/21 fiscal year, an amount greater than 224,640,000,000 INR as prorated to reflect the number of days remaining in such fiscal year following the date of the Original Shareholders' Agreement), other than:

   (a) any issuance of Equity Shares in a Qualified Equity Financing,

   (b) in connection with any Permitted Share Transaction, the entry by the Company and/or any of its Subsidiaries into, and any transactions under: (i) any share purchase, investment or share subscription agreement relating to such Permitted Share Transaction, and any New Investor Shareholders' Agreement, in each case that is consistent with, and satisfies each of the conditions set forth in, Article 58(5); (ii) the amendment and restatement of the Constitutional Documents of the Company in accordance with the conditions set forth in Article 58(7.2); and (iii) one or more commercial agreements with any New Investor (or any of its Affiliates), it being understood that RIL or any of its Affiliates (including, for the avoidance of doubt, the Company and any of its Subsidiaries) may also be bona fide parties to such commercial agreements without requiring the consent of Investor to such commercial agreements pursuant to Article 59);

   (c) any transaction under any written contract existing on the date of the Original Shareholders' Agreement and disclosed to Investor (i) in the Disclosure Letter (as defined in the Investment Agreement) or (ii) pursuant to clause 9.4 of the Investment Agreement, in either case, on or prior to the date of the Original Shareholders' Agreement (and any transaction under any such contract as

renewed or extended in accordance with its terms in the Ordinary Course of Business);

(d) any transaction under any written contract previously reviewed and consented to in writing by Investor as contemplated by Article 59 (and any transaction under any such contract as renewed or extended in accordance with its terms in the Ordinary Course of Business);

(e) the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

(f) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, as contemplated under, and subject to the conditions set forth in, Article 58;

(g) any employment arrangement entered into in the Ordinary Course of Business with an individual who is affiliated with RIL or any of its Group Undertakings, where such employment arrangement provides for total annual compensation valued at less than 374,400,000 INR;

(h) transaction documentation entered into to give effect to any Tag-Along Sale or Drag-Along Sale (effected in accordance with Articles 51, 52 and Article 53, as applicable); and

(i) any transactions between the Company and any of its Subsidiaries or between any of the Company's Subsidiaries.

RIL Services Agreements

10. Any material amendments to long-term services agreements between RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) and the Company and/or its Subsidiaries relating to IT, datacentre infrastructure or other services provided by RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) to the Company and/or its Subsidiaries that materially adversely affect the Company and its Subsidiaries, taken together.

Auditor

11. The appointment or replacement of the statutory auditor for the Company or any of its Subsidiaries, if such statutory auditor would not be a Qualifying Accounting Firm.

Governance

12. Any amendments to the Company's Constitutional Documents that adversely affect the rights or obligations of Investor or any of its Permitted Transferees other than: (x) in an immaterial respect, (y) amendments, in connection with a Qualifying IPO, that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, or (z) to incorporate the following rights granted to a New Investor in connection with any Permitted Share Transaction:

(a) the appointment of up to two (2) Directors by New Investors, provided that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Director;

(b) the appointment of up to two (2) Board observers by New Investors, provided that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Board observer;

(c) the granting, to Google, of the right to appoint a member of the Audit Committee on a rotational basis (as contemplated by Article 47(22));

(d) the appointment of up to two (2) Directors to the IPO Committee (and the right to require the formation of the IPO Committee) by New Investors (without granting any such Director any unique rights or authority with respect thereto), provided that no such New Investor or its Controlled Affiliates shall collectively have the right to appoint more than one (1) Director to the IPO Committee;

(e) the granting to any New Investor of a consent right over any matter in a manner that satisfies the requirements set forth in Article 58(5.1.3); and

(f) the granting to one or more New Investors of the right to cause a Qualifying IPO and any other rights, in each case, in a manner that satisfies the requirements set forth in Article 58(5.1.2) and Article 58(5.1.4).

13. Any increase in the size of the Board (except in connection with a Qualifying IPO), or decrease in the number of independent Directors appointed to the Board.

Indebtedness

14. Any borrowing by the Company or any of its Subsidiaries from:

(a) any third party lender of loans if, after giving effect to such borrowing, the aggregate amount of consolidated debt of the Company and its Subsidiaries outstanding, excluding any spectrum purchase-related liabilities, is more than 1,010,880,000,000 INR; and

(b) RIL, any of RIL's Affiliates (other than the Company or any of its Subsidiaries) or any other Person referred to in clause (b) of the definition of Related Party Transaction that is not extended on arms' length terms and in the Ordinary Course of Business.

Winding-Up

15. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

16. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE D: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 58, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE E: PROCEDURES FOR DETERMINING FAIR MARKET VALUATION OF EQUITY SHARES

1. The Independent Valuer shall exercise its independent professional judgment in arriving at a determination of the fair market value (which shall be expressed in INR) by:

   (a) assessing the historical and projected financial performance of the Company and its Subsidiaries;

   (b) applying generally accepted methodologies for valuing the Company and its Subsidiaries, taken as a whole, such as discounted cash flow analysis, comparisons with any similar companies whose shares are traded on any stock exchange and comparisons with any publicly disclosed sales of similar companies or significant pools of similar assets; and/or

   (c) such other valuation methods as the Independent Valuer shall consider to be appropriate in the circumstances.

2. The Independent Valuer shall determine the fair market value of each Equity Security on the following basis:

   (a) by valuing the Company and its Subsidiaries for an arm's length sale between a willing buyer and a willing seller and on the assumption that the Company is being sold in an open market;

   (b) by valuing the Company by reference to the value of the Company and all of its Subsidiaries, taken as a whole (and therefore without regard to the size of any relevant holding such that no premium shall apply to any majority or controlling stake and no discount shall apply to any minority stake); and

   (c) making no allowances for any expenses that might be incurred in connection with the sale or purchase of the Company.

3. The Independent Valuer shall state in writing in a certificate (the "**FMV Certificate**") what, in its opinion, is the fair market value of each Equity Security, and shall provide a copy of the FMV Certificate to the Company and each Shareholder. The fair market value determined by the Independent Valuer and set forth in the FMV Certificate shall be binding on the Parties.

4. The Company shall bear the cost and expenses incurred in procuring the fair market value determination by the Independent Valuer.

5. The Company and RIL shall procure that the Independent Valuer shall have access to all financial and accounting records or other relevant documents of the Company and its Subsidiaries reasonably requested for the purposes of its determination (such information to be provided on a confidential basis and subject to appropriate confidentiality undertakings from the Independent Valuer in favour of the Company); *provided* that if any Party provides any information to the Independent Valuer pursuant to this paragraph, it shall, at the same time, provide copies of such information to the Company. The Company and RIL shall fully cooperate with the Independent Valuer, notably in meeting the Independent Valuer's reasonable requests for documents and information wherever possible and within a reasonable timeframe.

SCHEDULE F: INVESTOR INFORMATION RIGHTS

1. As soon as available and in any event within sixty (60) days after the end of each fiscal year (ending 31st March) and within thirty (30) days after the end of each fiscal quarter (ending 30th June, 30th September and 31st December, respectively), the Company will provide all of the following information on a separate legal entity basis in respect of each fiscal year, financial statements including a balance sheet (or equivalent statement), a cash flow statement, a loss and income statement, statement of changes in shareholders' equity and related footnotes of each direct and indirect Subsidiary of the Company ("**Relevant Entity**"), and consolidated financial statements for the Company audited for such fiscal year and unaudited for each fiscal quarter, presented in accordance with local GAAP. Profits will also be presented in accordance with U.S. GAAP by way of a reconciliation (starting with profits under local GAAP) certified by a Qualifying Accounting Firm;

2. As soon as available and in any event within sixty (60) days after the end of each fiscal year (ending 31st March):

    2.1.1 a schedule of the income taxes accrued by jurisdiction by each Relevant Entity and of the income taxes paid (including withholdings taxes paid) by each Relevant Entity for such fiscal year (calculated on a separate legal entity basis) and copies of receipts for such income taxes paid;

    2.1.2 an organization chart reflecting each Relevant Entity and the ownership thereof after the end of each fiscal year and as of 31st December of each calendar year;

    2.1.3 a capitalization table setting forth the ownership of all the issued and outstanding shares of the Company (including the rights to acquire the shares of the Company) during such fiscal year and fiscal quarter including:

        (a) any valuations (internally or externally generated) that may have been utilized for stock-based compensation or other purposes; and

        (b) information surrounding the class of shares being transacted, the rights and obligations of the shares, the transaction price of the shares issued or repurchased, the quantity of the shares issued or repurchased and the counterparty to the transaction for tender offers, primary issuances and redemptions of the Company's common stock, optionally convertible preference shares, compulsorily convertible preference shares or any other financial instruments; and

    2.1.4 information surrounding any secondary transactions involving the Company's stock or any contracts involving or linked to the Company's stock, including the class of shares sold or purchased, number of shares sold or purchased and the transaction price at which the shares were transacted as well as whether the sale or purchase involved a related party and whether the transaction involved the exchange of other rights or privileges with the counterparty.

3. For each fiscal year, the Company shall provide a calculation of the estimated income taxes by jurisdiction for each Relevant Entity, including supporting workpapers with profit and loss statement, book to tax adjustments, and taxable income for local country tax purposes. This calculation should be provided by the end of the ninth month of the same fiscal year or as otherwise agreed by the Company and Investor. Any updates to these calculations or subsequent adjustments to these calculations, including as a result of an adjustment made by the relevant taxing authority, shall be provided promptly.

4. Any material information, including but not limited to:

4.1.1 significant adverse changes in credit ratings of the Company or Relevant Entities,

4.1.2 significant adverse changes in regulatory, technology or economic environment applicable to the Company,

4.1.3 bona fide offers to purchase or sell the Company and/or any Relevant Entity,

4.1.4 factors that raise significant concerns about the Company's ability to continue as a going concern,

4.1.5 significant changes in accounting policies that have a material impact on the Company's or the Relevant Entities' financial reporting, and

4.1.6 information on any material subsequent events from the financial statement date and the date the financial statements are provided to Investor,

as well as audit reports, certificates, letters from the Relevant Entity and or from the Relevant Entity's audit firm, as soon as available and in any event within fifteen (15) days from their issuance or occurrence.

5. Any additional information reasonably requested by Investor or its Affiliates from time to time, including any information reasonably needed to report Investor's investment on its balance sheet or comply with Investor's regulatory, tax, and compliance requirements.

6. Within sixty (60) days after the delivery by Investor of a written request to the Company, the Company will deliver to Investor, all additional information reasonably requested by Investor to enable Investor to determine whether (A) Investor is a "United States shareholder" (within the meaning of section 951(b) of the Code) of the Company, (B) the Company is a "controlled foreign corporation" (within the meaning of section 957(a) of the Code) (a "**CFC**"), and (C) any Relevant Entity(ies) is a PFIC.

7. If Investor determines that, for any fiscal year of the Relevant Entity(ies), the Relevant Entity(ies) is (or is likely to be) a CFC then, within sixty (60) days after the delivery by Investor of a written request to the Company, the Company will deliver to Investor all information reasonably requested by Investor to enable Investor to determine (x) Investor's and its U.S. Affiliate's pro rata share of the "Subpart F income" of the Relevant Entity(ies) (as determined under section 951 of the Code), (y) items of the Relevant Entity(ies) (*e.g.*, "tested income," "tested loss," "qualified business asset investment," "tested interest expense," and "tested interest income") required to be taken into account in determining the "global intangible low-taxed income" of Investor and its U.S. Affiliates (as determined under section 951A of the Code), and (z) items of the Relevant Entities (*e.g.* investment in "United States property" and "applicable earnings") required to be taken into account in determining the "section 956 amount" of each Relevant Entity with respect to Investor and its U.S. Affiliates as United States shareholders (as determined under section 956 of the Code). Any updates or subsequent adjustment to this information, including as a result of an adjustment made by the relevant taxing authority, shall be provided as soon as reasonably practicable.

8. If Investor determines that, for any fiscal year of the Relevant Entity(ies), the Relevant Entity(ies) is (or is likely to be) a PFIC and Investor has made or intends to make a "qualified electing fund" election (within the meaning of section 1295 of the Code) with respect to the Relevant Entity(ies), within sixty (60) days after the end of such fiscal

year of the Relevant Entity(ies), the Relevant Entity(ies) will deliver to Investor (i) a PFIC annual information statement (containing the statements set forth in U.S. Treasury regulations sections 1.1295-1(g)(1)(i), (ii)(C), (iii) and (iv)(A) with respect to the Company and any Relevant Entity that is determined by Investor to be a PFIC) and (ii) all additional information reasonably requested by Investor to maintain, and comply with the requirements of, such "qualified electing fund" election. Any updates or subsequent adjustments to this information, including as a result of an adjustment made by the relevant taxing authority, shall be provided as soon as reasonably practicable.

9. The information specified in paragraphs 1, 2.1.1, 3, 6 and 7 of this Schedule F (in the case of paragraph 6, other than regarding Investor's status as a "United States shareholder" and PFIC status with respect to any Relevant Entity) will be required to be provided by the Company only if Investor's Aggregate Shares in the Company exceed the CFC Ownership Threshold on any day during the Relevant Entity's taxable year with respect to which the information is requested. The information specified in paragraphs 2.1.4, 6 (in so far as it relates to Investor's status as a United States shareholder and PFIC status) and 8 of this Schedule F will be provided with respect to a Relevant Entity only if Investor's Aggregate Shares in the Company exceed two percent (2%) of the Company's outstanding capital stock (by vote or value) on any day during the Relevant Entity's taxable year with respect to which the information is requested.

10. Any information specified in this Schedule F will be required to be provided by the Company only to the extent that (i) such information is readily available to the Company (or can be obtained within the relevant time frame by using commercially reasonable efforts and without incurring material costs) and (ii) the Company is legally entitled to provide such information. For the avoidance of doubt, nothing in these Articles shall require the Company to calculate earnings and profits for U.S. tax purposes, or otherwise calculate any item set forth in prongs (x) through (z) of paragraph 7 of this Schedule F or the amount of "ordinary earnings" and "net capital gains" for purposes of the PFIC rules.

SCHEDULE G: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any Person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company and its Subsidiaries, as applicable will:

    4.1 make and keep books, records and accounts that are readily accessible and available and which, in reasonable detail, accurately and fairly reflect the transactions in relation to the Business and the dispositions of its assets; and

    4.2 devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

        (a) transactions are recorded as necessary to permit preparation of periodic financial statements and to maintain accountability for the Business;

        (b) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

        (c) no "off the books" accounts are created or maintained.

5. The Company shall comply with all applicable Anti-Money Laundering Laws.

6. The Company shall comply with all applicable International Trade Laws.

7. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery Law, Anti-Money Laundering Laws, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute

and sign an annual compliance certification that it has complied with Anti-Bribery Law, Anti-Money Laundering Laws, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

8. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Original Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor and Parent copies of all findings, audits and reports provided by such accounting firm.

9. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Engagement with Governmental Authorities

10. Subject to the obligations of confidentiality set out in the Shareholders' Agreement, RIL and the Company shall promptly notify Investor before any interaction, communication or engagement with any Governmental Authority in connection with any business or regulatory issues pertaining to any operative agreements between Investor and Company and to consult with Investor in respect thereof. The Company shall notify Investor regarding any such interaction, communication, or engagement by any of its minority-owned affiliates, to the extent Company is aware of such interactions, communications, or engagement. The Company and RIL further agree that any interaction, communication, or engagement with any Governmental Authority or Government Official relating to any business or regulatory issues pertaining to any operative agreements between Investor and Company requires the advance written approval of Investor, including the right of Investor to participate directly in such interaction, communication, or engagement.

11. Should any of RIL or Company's respective officers, directors, employees, intermediaries, or third parties acting on their behalf engage in interaction, communication, or engagement with any Governmental Authority or Government Official relating to any business or regulatory issues pertaining to any operative agreements between Investor and Company without advance notice, approval, or participation by Investor, the Company will promptly inform Investor regarding the discussion, including participants and the nature and circumstances of the interaction, communication, or engagement, and will provide Investor with documentation regarding the nature and content of same. The Company shall also inform Investor regarding any such interaction, communication, or engagement by any of its minority-owned affiliates, to the extent Company is aware of such interactions, communications, or engagement.

Ongoing Acknowledgement and Certification, Breach

12. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 67 and this Schedule G.

13. If Company breaches any of the terms of Article 67 or this Schedule G, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 67 or this Schedule G shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

Participation on Company Board of Directors

14. The Investor Director shall be permitted to share compliance-related information about the Company with Investor.

15. The Investor Director may seek to include regular discussions of compliance issues at board meetings and shall permit such discussion in accordance with its board member procedures and policies.

PART-C

Article	Description
	Amending Articles
68.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part C, the provisions of Part C shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part C. 3. The plain meaning of Part C shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part C, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part C shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part C of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
69.	1. Capitalised terms used but not defined in Part C of these Articles shall have the meaning ascribed to them in Schedule H of these Articles. 2. The terms of interpretation as set out in Schedule I of these Articles shall apply to this Part C of these Articles of the Company.
	Information Rights
70.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the

Article	Description
	relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to the Designated Investor. 4. The rights and obligations contained in Articles 70(1), Article 70(2) and Article 70(3) will terminate automatically: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 70(1.1) and 70(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 70(1) and 70(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by any Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investors, together with their Group Undertakings and Permitted Transferees, no longer satisfy the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 70 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
71.	1. Save as permitted by Article 76, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 78) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 71(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 79.

Article	Description
	For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 74, in a Transfer made in compliance with Article 72 or Article 73; or 2.2. by Investors (or their Permitted Transferees), taken together, to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 75; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 71(2.2); or 2.3. to a Permitted Transferee in compliance with Article 76; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 76; *provided, however,* that, in the case of the rights of Investors (including the Designated Investor), after the Lock-In Period and subject to the other conditions set forth in this Article 71, Investors or Permitted Transferees of Investors may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investors as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investors' (including the Designated Investor's) rights under Articles 72, 73, 78(5), and, unless the transferee is a Specified Transferee, Article 80. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule K. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 79, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries.

Article	Description
	8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 76. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 71. 12. All restrictions on Transfer in this Article 71 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
72.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 72 shall apply to any Transfer contemplated by Article 71(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 79(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of

Article	Description
	consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 72 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 72 and Article 74, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 72 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 72 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 72 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such

Article	Description
	Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 72 and Article 74, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 72, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 72 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 72 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 72 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 73 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 72 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
73.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under

Article	Description
	Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 73 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 73 and Article 74. 2. If RIL elects to exercise its rights pursuant to Article 73(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 73(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and

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	3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 73 and Article 74, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 73 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 73. 5. Notwithstanding anything to the contrary in this Article 73, a Shareholder will not be required to comply with Article 73(1) (and any attempted exercise by RIL of its rights pursuant to Article 73(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 73(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investors or their Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investors and their Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investors and their Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that no Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 73 (and Investors shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 73(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 73 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the

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	Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 73, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 73 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 73 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 73 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 73 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
74.	1. Notwithstanding anything contained in Article 72 or Article 73, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 72 or a Drag-Along Sale under Article 73 are subject to the additional conditions set forth in this Article 74. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-

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	Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 74(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
75.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company.

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	2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 75(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the

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	expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule K and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 75 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 75, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 75 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 75 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 75 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
76.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 76 (a "**Permitted Transfer**") and the provisions of Schedule K. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such

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	Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Silver Lake Technology Management, L.L.C. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Silver Lake Technology Management, L.L.C.), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 76(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 76(6).
	Pre-Emptive Rights
77.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 77(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro

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	Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 77 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 77. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 77 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 78(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 77, the closing date of any proposed issuance of Equity Securities to which this Article 77 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 77(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 77 by delivering an Exercise Notice within fifteen (15) Business

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	Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 77 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 77(1) through and including Article 77(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 77. 10. The provisions of this Article 77 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
78.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity

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	Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investors, together with their Group Undertakings and Permitted Transferees, continue to meet the Minimum Ownership Threshold, the Designated Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If the Designated Investor notifies the Company and each other Shareholder in writing that the Designated Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the Designated Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 78(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of the Designated Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is

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	duly delivered pursuant to this Article 78(6), the Designated Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part D, Part E, Part F, Part G, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 78(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (iv) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Articles 118(5) of Part E of these Articles, (v) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vi) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
79.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 79, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that

Article	Description
	is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 82(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 79(1.1) and Article 79(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 79(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 79(1.2) and Article 79(5)) satisfy each of the following conditions: 3.1 the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2 the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 79(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 79(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 79(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such

Article	Description
	Conversion Share Sale under these Articles, including Article 79(3), 79(5) and 79(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 79(1), as applicable, and Article 79(2) or Article 79(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Subscription Share Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 1,800,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 79(5.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 79(5.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents

Article	Description
	and the Shareholders' Agreement to give effect to this Article 79(5.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 73, 74 and 75, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 79(5.2.4)), Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 79(5.2), and, if Investor so elects, (1) it shall not be a violation of this Article 79(5.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 79(5.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor. 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 79.
	Reserved Matters

Article	Description
80.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investors, together with their Group Undertakings and Permitted Transferees, continue to meet the Minimum Ownership Threshold, a written consent signed by the Designated Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 80, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 80, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 80(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule J, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule J if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 80 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
81.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 71 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles;

Article	Description
	1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 81 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 81 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
82.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable

Article	Description
	or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that, 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 79 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
83.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
84.	1. The provisions of Part C of these Articles:

Article	Description
	1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part C of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 69, Article 85 or this Article 84, which shall remain in full force and effect and continue to bind the Parties. 3. If Part C of these Articles terminate in respect of a Shareholder in accordance with Article 84(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part C of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
85.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
86.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating

Article	Description
	to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
87.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 87(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor

Article	Description
	sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 87 and on Schedule L.

SCHEDULE H: DEFINITIONS

Capitalized terms used in Part C of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 83;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 79;

"**Conversion Shares**" has the meaning given to it in Article 79(3.1);

"**DE Investor**" means SLP Redwood Co-Invest (DE), L.P., a Delaware limited partnership, with its registered office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801;

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 81(1);

"**Defaulting Party**" has the meaning given to it in Article 81(1);

"**Designated Investor**" means, at any time, either (i) the Investor that has been designated as the "Designated Investor" in writing to the Company and RIL by the Person or Persons holding at least a majority of the Aggregate Shares held by the Investors collectively, on which written designation the Company and RIL may rely, or (ii) subject to Article 76(3), a Permitted Transferee of such Investor if such Investor designates such Permitted Transferee as the "Designated Investor" in writing to the Company and RIL at the time of such Transfer, on which written designation the Company and RIL may rely; *provided*, for the avoidance of doubt, that only one Person can be the "Designated Investor" at any one time. The "Designated Investor" as of the date hereof is the SG Investor;

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 73(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 73(1);

"**Dragged Shareholder**" has the meaning given to it in Article 73(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity

Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 77(2);

"**Exercise Notice Period**" has the meaning given to it in Article 77(2);

"**Exercising Shareholder**" has the meaning given to it in Article 78(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 79;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated May 3, 2020 among RIL, the Company and SLP Redwood Aggregator, L.P.;

"**Investor**" means each of DE Investor and SG Investor;

"**Investors**" means collectively the DE Investor and SG Investor;

"**Investor Initiation Notice**" has the meaning given to it in Article 78(5);

"**IPO Committee**" has the meaning given to it in Article 78(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 75(4);

"**Issuance Notice**" has the meaning given to it in Article 77(1);

"**Lock-In Period**" has the meaning given to it in Article 71(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investors or their Permitted Transferees on any given date, that, on such date, Investors and their Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investors' Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 79(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 81(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 75(1);

"**Offer Period**" has the meaning given to it in Article 75(4);

"**Offer Price**" has the meaning given to it in Article 75(2.2);

"**Offered Securities**" has the meaning given to it in Article 75(2.1);

"**Offeror**" has the meaning given to it in Article 75(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" has the meaning given to it in the Shareholders' Agreement;

"**Parties**" has the meaning given to it in the Shareholders' Agreement;

"**Permitted Share Transaction**" has the meaning given to it in Article 79(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement

"**Permitted Transfer**" has the meaning given to it in Article 76(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by Silver Lake Technology Management, L.L.C. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Silver Lake Technology Management, L.L.C; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 79(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 77;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and the Designated Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and the Designated Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 79(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule J;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 78(1);

"**ROFR Offer**" has the meaning given to it in Article 75(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**SG Investor**" means SLP Redwood Holdings Pte. Ltd., a Singapore private limited company, with its registered office at 9 Raffles Place, #26-01, Republic Plaza, Singapore 048619;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) SG Investor, DE Investor and their respective Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Specified Rights**" has the meaning given to it in Article 76(3);

"**Specified Shareholder**" has the meaning given to it in Article 73(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subscription Share Price**" has the meaning given to it in the Shareholders' Agreement;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 72(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 72(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 72(3);

"**Tag-Along Right**" has the meaning given to it in Article 72(3);

"**Tag-Along Sale**" has the meaning given to it in Article 72(1);

"**Tagging Shareholder**" has the meaning given to it in Article 72(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 75(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Silver Lake Technology Management, L.L.C. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Silver Lake Technology Management, L.L.C., constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 76(1).

SCHEDULE I: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such

Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

12. The Parties agree and acknowledge that references to "Investor" herein shall be to each of SG Investor and DE Investor.

SCHEDULE J: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 79.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares

adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE K: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 79, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE L: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford the Designated Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement the Designated Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to the Designated Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by a Representative of Investor) in relation to the Business, it shall provide prompt notice to the Designated Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. The Designated Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 87 and this Schedule L.

10. If Company breaches any of the terms of Article 87 or this Schedule L, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 87 or this Schedule L shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-D

Article	Description
	Amending Articles
88.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part D, the provisions of Part D shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part D. 3. The plain meaning of Part D shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part D, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part D shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part D of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
89.	1. Capitalised terms used but not defined in Part D of these Articles shall have the meaning ascribed to them in Schedule M of these Articles. 2. The terms of interpretation as set out in Schedule N of these Articles shall apply to this Part D of these Articles of the Company.
	Information Rights
90.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the

Article	Description
	relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 90(1), Article 90(2) and Article 90(3) will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 90(1.1) and 90(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 90(1) and 90(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 90 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
91.	1. Save as permitted by Article 96, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 98) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 91(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 99.

Article	Description
	For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 94, in a Transfer made in compliance with Article 92 or Article 93; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 95; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 91(2.2); or 2.3. to a Permitted Transferee in compliance with Article 96; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 96; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 91, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 92, 93, 98(5), and, unless the transferee is a Specified Transferee, Article 100. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule P. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 99, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders

Article	Description
	shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 96. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 91. 12. All restrictions on Transfer in this Article 91 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
92.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 92 shall apply to any Transfer contemplated by Article 91(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 99(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into

Article	Description
	or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 92 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 92 and Article 94, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 92 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 92 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 92 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its

Article	Description
	Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 92 and Article 94, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 92, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 92 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 92 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 92 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 93 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 92 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
93.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may

Article	Description
	require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 93 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 93 and Article 94. 2. If RIL elects to exercise its rights pursuant to Article 93(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 93(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time

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	and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 93 and Article 94, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 93 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 93. 5. Notwithstanding anything to the contrary in this Article 93, a Shareholder will not be required to comply with Article 93(1) (and any attempted exercise by RIL of its rights pursuant to Article 93(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 93(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 93 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 93(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 93 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s).

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	7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 93, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 93 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 93 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 93 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 93 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
94.	1. Notwithstanding anything contained in Article 92 or Article 93, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 92 or a Drag-Along Sale under Article 93 are subject to the additional conditions set forth in this Article 94. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or

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	covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 94(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
95.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify:

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	2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 95(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents

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	has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule P and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 95 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 95, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 95 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 95 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 95 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
96.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 96 (a "**Permitted Transfer**") and the provisions of Schedule P. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall

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	identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Vista Equity Partners Management, LLC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Vista Equity Partners Management, LLC), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 96(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 96(6).
	Pre-Emptive Rights
97.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 97(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice.

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	2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 97 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 97. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 97 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 98(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 97, the closing date of any proposed issuance of Equity Securities to which this Article 97 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 97(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 97 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the

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	Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 97 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 97(1) through and including Article 97(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 97. 10. The provisions of this Article 97 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
98.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity

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	Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 98(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 98(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination.

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	7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part E, Part F, Part G, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 98(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Articles 118(5) of Part E of these Articles, (v) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vi) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
99.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 99, and *provided* that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and

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	1.2. in the case of any Conversion Share Sale, subject to Article 102(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 99(1.1) and Article 99(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 99(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 99(1.2) and Article 99(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 99(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 99(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 99(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 99(3), 99(5) and 99(6).

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	5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 99(1), as applicable, and Article 99(2) or Article 99(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 2,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 99(5.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 99(5.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's

Article	Description
	Constitutional Documents and the Shareholders' Agreement to give effect to this Article 99(5.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 93, 94 and 95, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 99(5.2.4)), Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 99(5.2), and, if Investor so elects, (1) it shall not be a violation of this Article 99(5.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 99(5.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor. 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 99.
	Reserved Matters

Article	Description
100.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 100, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 100, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 100(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule O, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule O if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 100 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
101.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 91 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles;

Article	Description
	1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 101 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 101 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
102.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable

Article	Description
	or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that, 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 99 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
103.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
104.	1. The provisions of Part D of these Articles:

Article	Description
	1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part D of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 89, Article 105 or this Article 104, which shall remain in full force and effect and continue to bind the Parties. 3. If Part D of these Articles terminate in respect of a Shareholder in accordance with Article 104(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part D of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
105.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
106.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating

Article	Description
	to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
107.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 107(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor

Article	Description
	sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 107 and on Schedule Q.

SCHEDULE M: DEFINITIONS

Capitalized terms used in Part D of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 103;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 99;

"**Conversion Shares**" has the meaning given to it in Article 99(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 101(1);

"**Defaulting Party**" has the meaning given to it in Article 101(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 93(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 93(1);

"**Dragged Shareholder**" has the meaning given to it in Article 93(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 97(2);

"**Exercise Notice Period**" has the meaning given to it in Article 97(2);

"**Exercising Shareholder**" has the meaning given to it in Article 98(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 99;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated May 7, 2020 among RIL, the Company and Investor;

"**Investor**" means VEPF VII AIV I, L.P., an exempted limited partnership organised and existing under the laws of the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands;

"**Investor Initiation Notice**" has the meaning given to it in Article 98(5);

"**IPO Committee**" has the meaning given to it in Article 98(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 95(4);

"**Issuance Notice**" has the meaning given to it in Article 97(1);

"**Lock-In Period**" has the meaning given to it in Article 91(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 99(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 101(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 95(1);

"**Offer Period**" has the meaning given to it in Article 95(4);

"**Offer Price**" has the meaning given to it in Article 95(2.2);

"**Offered Securities**" has the meaning given to it in Article 95(2.1);

"**Offeror**" has the meaning given to it in Article 95(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 99(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 96(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by Vista Equity Partners Management, LLC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Vista Equity Partners Management, LLC; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 99(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 97;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 99(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule O;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 98(1);

"**ROFR Offer**" has the meaning given to it in Article 95(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 96(3);

"**Specified Shareholder**" has the meaning given to it in Article 93(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 92(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 92(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the

denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 92(3);

"**Tag-Along Right**" has the meaning given to it in Article 92(3);

"**Tag-Along Sale**" has the meaning given to it in Article 92(1);

"**Tagging Shareholder**" has the meaning given to it in Article 92(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 95(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Vista Equity Partners Management, LLC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Vista Equity Partners Management, LLC, constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 96(1).

SCHEDULE N: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such

Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE O: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 99.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares

adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE P: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 99, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE Q: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 107 and this Schedule Q.

10. If Company breaches any of the terms of Article 107 or this Schedule Q, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 107 or this Schedule Q shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-E

Article	Description
	Amending Articles
108.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part E, the provisions of Part E shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part E. 3. The plain meaning of Part E shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part E, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part E shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part E of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
109.	1. Capitalised terms used but not defined in Part E of these Articles shall have the meaning ascribed to them in Schedule R of these Articles. 2. The terms of interpretation as set out in Schedule S of these Articles shall apply to this Part E of these Articles of the Company.
	Information Rights
110.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange).

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	2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 110(1), Article 110(2) and Article 110(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 110(1.1) and 110(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 110(1) and 110(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 110 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
111.	1. Save as permitted by Article 116, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 118) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or

Article	Description
	after the expiration of the Lock-In Period and subject to compliance with Article 111(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 119. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 114, in a Transfer made in compliance with Article 112 or Article 113; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 115; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 111(2.2); or 2.3. to a Permitted Transferee in compliance with Article 116; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 116; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 111, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 112, 113, 118(5), and, unless the transferee is a Specified Transferee, Article 120. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule U. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 119, the transferor of such Equity Securities must,

Article	Description
	simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 116. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 111. 12. All restrictions on Transfer in this Article 111 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
112.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 112 shall apply to any Transfer contemplated by Article 111(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 119(1.2). 2. The Tag-Along Notice shall specify and include:

Article	Description
	2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 112 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale.

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	5. Subject to the conditions set forth in this Article 112 and Article 114, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 112 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 112 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 112 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 112 and Article 114, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 112, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 112 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 112 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 112 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 113 in which the Dragged

Article	Description
	Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 112 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
113.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 113 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 113 and Article 114. 2. If RIL elects to exercise its rights pursuant to Article 113(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 113(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into

Article	Description
	or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 113 and Article 114, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 113 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 113. 5. Notwithstanding anything to the contrary in this Article 113, a Shareholder will not be required to comply with Article 113(1) (and any attempted exercise by RIL of its rights pursuant to Article 113(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 113(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 113 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 113(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each

Article	Description
	other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 113 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 113, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 113 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 113 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 113 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 113 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
114.	1. Notwithstanding anything contained in Article 112 or Article 113, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 112 or a Drag-Along Sale under Article 113 are subject to the additional conditions set forth in this Article 114. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so

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	long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 114(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and

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	5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
115.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 115(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20)

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	Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule U and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 115 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 115, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 115 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 115 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 115 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
116.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 116 (a "**Permitted Transfer**") and the provisions of Schedule U. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of

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	Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by General Atlantic Singapore Fund Management Pte. Ltd. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of General Atlantic Singapore Fund Management Pte. Ltd.), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby

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	irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 116(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 116(6).
	Pre-Emptive Rights
117.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 117(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 117 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 117. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 117 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the

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	Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 118(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 117, the closing date of any proposed issuance of Equity Securities to which this Article 117 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 117(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 117 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 117 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 117(1) through and including Article 117(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 117. 10. The provisions of this Article 117 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
118.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer

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	documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice,

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	the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 118(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 118(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part F, Part G, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 118(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vi) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or

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	warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
119.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 119, and *provided* that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 122(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 119(1.1) and Article 119(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 119(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 119(1.2) and Article 119(5)) satisfy each of the following conditions:

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	3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL in accordance with the Completion Preference Terms have been converted in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 119(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 119(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 119(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 119(3), 119(5) and 119(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 119(1), as applicable, and Article 119(2) or Article 119(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 1,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 119(5.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter

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	other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 119(5.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 119(5.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 113, 114 and 115, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 119(5.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 119(5.2), and, if Investor so elects, (1) it shall not be a violation of this Article 119(5.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 119(5.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; and

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	5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 119.
	Reserved Matters
120.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 120, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 120, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose.

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	4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 120(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule T, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule T if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 120 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
121.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 111 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 121 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way

Article	Description
	limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 121 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
122.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; provided, however, that: 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 119 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms.

Article	Description
	3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
123.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
124.	1. The provisions of Part E of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part E of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 109, Article 125 or this Article 124, which shall remain in full force and effect and continue to bind the Parties. 3. If Part E of these Articles terminate in respect of a Shareholder in accordance with Article 124(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part E of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at

Article	Description
	such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
125.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
126.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies

Article	Description
127.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 127(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 127 and on Schedule V.

SCHEDULE R: DEFINITIONS

Capitalized terms used in Part E of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 123;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised

or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 119;

"**Conversion Shares**" has the meaning given to it in Article 119(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 121(1);

"**Defaulting Party**" has the meaning given to it in Article 121(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 113(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 113(1);

"**Dragged Shareholder**" has the meaning given to it in Article 113(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as

specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 117(2);

"**Exercise Notice Period**" has the meaning given to it in Article 117(2);

"**Exercising Shareholder**" has the meaning given to it in Article 118(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 119;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated May 17, 2020 among RIL, the Company and Investor;

"**Investor**" means General Atlantic Singapore JP Pte. Ltd., a private limited company organised and existing under the laws of Singapore, with its registered office at 80 Robinson Road #02-00 Singapore (068898);

"**Investor Initiation Notice**" has the meaning given to it in Article 118(5);

"**IPO Committee**" has the meaning given to it in Article 118(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 115(4);

"**Issuance Notice**" has the meaning given to it in Article 117(1);

"**Lock-In Period**" has the meaning given to it in Article 111(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 119(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 121(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 115(1);

"**Offer Period**" has the meaning given to it in Article 115(4);

"**Offer Price**" has the meaning given to it in Article 115(2.2);

"**Offered Securities**" has the meaning given to it in Article 115(2.1);

"**Offeror**" has the meaning given to it in Article 115(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 119(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 116(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by General Atlantic Singapore Fund Management Pte. Ltd. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of General Atlantic Singapore Fund Management Pte. Ltd.; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 119(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 117;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 119(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule T;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 118(1);

"**ROFR Offer**" has the meaning given to it in Article 115(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 116(3);

"**Specified Shareholder**" has the meaning given to it in Article 113(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such

investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 112(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 112(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 112(3);

"**Tag-Along Right**" has the meaning given to it in Article 112(3);

"**Tag-Along Sale**" has the meaning given to it in Article 112(1);

"**Tagging Shareholder**" has the meaning given to it in Article 112(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 115(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by General Atlantic Singapore Fund Management Pte. Ltd. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of General Atlantic Singapore Fund Management Pte. Ltd., constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 116(1).

SCHEDULE S: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE T: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 119.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE U: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 119, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE V: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 127 and this Schedule V.

10. If Company breaches any of the terms of Article 127 or this Schedule V, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 127 or this Schedule V shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-F

Article	Description
	Amending Articles
128.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part F, the provisions of Part F shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part F. 3. The plain meaning of Part F shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part F, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part F shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part F of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
129.	1. Capitalised terms used but not defined in Part F of these Articles shall have the meaning ascribed to them in Schedule W of these Articles. 2. The terms of interpretation as set out in Schedule X of these Articles shall apply to this Part F of these Articles of the Company.
	Information Rights
130.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange).

Article	Description
	2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 130(1), Article 130(2) and Article 130(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 130(1.1) and 130(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 130(1) and 130(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 130 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
131.	1. Save as permitted by Article 136, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5th) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 138) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or

Article	Description
	after the expiration of the Lock-In Period and subject to compliance with Article 131(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 139. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 134, in a Transfer made in compliance with Article 132 or Article 133; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 135; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 131(2.2); or 2.3. to a Permitted Transferee in compliance with Article 136; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 136; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 131, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 132, 133, 138(5), and, unless the transferee is a Specified Transferee, Article 140. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule Z. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 139, the transferor of such Equity Securities must,

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	simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 136. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 131. 12. All restrictions on Transfer in this Article 131 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
132.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 132 shall apply to any Transfer contemplated by Article 131(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 139(1.2). 2. The Tag-Along Notice shall specify and include:

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	2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 132 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale.

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	5. Subject to the conditions set forth in this Article 132 and Article 134, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 132 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 132 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 132 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 132 and Article 134, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 132, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 132 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 132 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 132 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 133 in which the Dragged

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	Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 132 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
133.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 133 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 133 and Article 134. 2. If RIL elects to exercise its rights pursuant to Article 133(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 133(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into

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	or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 133 and Article 134, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 133 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 133. 5. Notwithstanding anything to the contrary in this Article 133, a Shareholder will not be required to comply with Article 133(1) (and any attempted exercise by RIL of its rights pursuant to Article 133(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 133(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 133 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 133(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each

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	other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 133 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 133, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 133 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 133 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 133 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 133 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
134.	1. Notwithstanding anything contained in Article 132 or Article 133, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 132 or a Drag-Along Sale under Article 133 are subject to the additional conditions set forth in this Article 134. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so

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	long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 134(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and

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	5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
135.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 135(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20)

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	Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule Z and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 135 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 135, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 135 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 135 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 135 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
136.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 136 (a "**Permitted Transfer**") and the provisions of Schedule Z. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of

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	Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Kohlberg Kravis Roberts & Co. L.P. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Kohlberg Kravis Roberts & Co. L.P.), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by

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	way of security for the performance of its obligations under this Article 136(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 136(6).
	Pre-Emptive Rights
137.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 137(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 137 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 137. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 137 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the

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	Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 138(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 137, the closing date of any proposed issuance of Equity Securities to which this Article 137 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 137(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 137 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 137 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 137(1) through and including Article 137(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 137. 10. The provisions of this Article 137 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
138.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer

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	documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice,

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	the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 138(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 138(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part G, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 138(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or

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	warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
139.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 139, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 142(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 139(1.1) and Article 139(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 139(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 139(1.2) and Article 139(5)) satisfy each of the following conditions:

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	3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 139(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 139(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 139(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Article 139(3), 139(5) and 139(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 139(1), as applicable, and Article 139(2) or Article 139(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 2,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 139(5.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than

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	the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 139(5.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 139(5.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 133, 134 and 135, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 139(5.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 139(5.2), and, if Investor so elects, (1) it shall not be a violation of this Article 139(5.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 139(5.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; and 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued

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	equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 139.
	Reserved Matters
140.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 140, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 140, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action,

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	to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 140(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule Y, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule Y if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 140 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
141.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 131 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 141 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 141 (howsoever arising).

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	4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
142.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; provided, however, that,: 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 139 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four

Article	Description
	point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
143.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
144.	1. The provisions of Part F of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part F of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 129, Article 145 or this Article 144, which shall remain in full force and effect and continue to bind the Parties. 3. If Part F of these Articles terminate in respect of a Shareholder in accordance with Article 144(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part F of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.

Article	Description
	Further Assurances
145.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
146.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
147.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade

Article	Description
	Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 147(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 147 and on Schedule AA.

SCHEDULE W: DEFINITIONS

Capitalized terms used in Part F of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 143;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised

or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 139;

"**Conversion Shares**" has the meaning given to it in Article 139(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 141(1);

"**Defaulting Party**" has the meaning given to it in Article 141(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 133(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 133(1);

"**Dragged Shareholder**" has the meaning given to it in Article 133(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as

specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 137(2);

"**Exercise Notice Period**" has the meaning given to it in Article 137(2);

"**Exercising Shareholder**" has the meaning given to it in Article 138(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 139;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated May 21, 2020 among RIL, the Company and Investor;

"**Investor**" means Omicron Asia Holdings II Pte. Ltd., a company organised and existing under the laws of Singapore, with its registered office at 10 Changi Business Park Central 2, #05-01, HansaPoint@CBP, Singapore 486030;

"**Investor Initiation Notice**" has the meaning given to it in Article 138(5);

"**IPO Committee**" has the meaning given to it in Article 138(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 135(4);

"**Issuance Notice**" has the meaning given to it in Article 137(1);

"**Lock-In Period**" has the meaning given to it in Article 131(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 139(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 141(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 135(1);

"**Offer Period**" has the meaning given to it in Article 135(4);

"**Offer Price**" has the meaning given to it in Article 135(2.2);

"**Offered Securities**" has the meaning given to it in Article 135(2.1);

"**Offeror**" has the meaning given to it in Article 135(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 139(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 136(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by Kohlberg Kravis Roberts & Co. L.P. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Kohlberg Kravis Roberts & Co. L.P.; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 139(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 137;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 139(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule Y;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 138(1);

"**ROFR Offer**" has the meaning given to it in Article 135(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 136(3);

"**Specified Shareholder**" has the meaning given to it in Article 133(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract

or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 132(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 132(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 132(3);

"**Tag-Along Right**" has the meaning given to it in Article 132(3);

"**Tag-Along Sale**" has the meaning given to it in Article 132(1);

"**Tagging Shareholder**" has the meaning given to it in Article 132(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 135(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Kohlberg Kravis Roberts & Co. L.P. or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Kohlberg Kravis Roberts & Co. L.P., constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 136(1).

SCHEDULE X: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE Y: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 139.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE Z: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 139, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AA: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 147 and this Schedule AA.

10. If Company breaches any of the terms of Article 147 or this Schedule AA, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 147 or this Schedule AA shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-G

Article	Description
	Amending Articles
148.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part G, the provisions of Part G shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part G. 3. The plain meaning of Part G shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part G, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part G shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part G of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
149.	1. Capitalised terms used but not defined in Part G of these Articles shall have the meaning ascribed to them in Schedule AB of these Articles. 2. The terms of interpretation as set out in Schedule AC of these Articles shall apply to this Part G of these Articles of the Company.
	Information Rights
150.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 150(1), Article 150(2) and Article 150(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 150(1.1) and 150(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 150(1) and 150(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 150 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
151.	1. Save as permitted by Article 156, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 158) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 151(2).

Article	Description
	1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 159. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 154, in a Transfer made in compliance with Article 152 or Article 153; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 155; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 151(2.2); or 2.3. to a Permitted Transferee in compliance with Article 156; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 156; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 151, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 152, 153, 158(5), and, unless the transferee is a Specified Transferee, Article 160. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule AE. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 159, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of

Article	Description
	the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 156. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 151. 12. All restrictions on Transfer in this Article 151 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
152.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 152 shall apply to any Transfer contemplated by Article 151(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 159(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into

Article	Description
	or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 152 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 152 and Article 154, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice),

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	(ii) sell its Equity Securities as set forth in this Article 152 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 152 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 152 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 152 and Article 154, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 152, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 152 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 152 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 152 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 153 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee.

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	11. The provisions of this Article 152 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
153.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 153 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 153 and Article 154. 2. If RIL elects to exercise its rights pursuant to Article 153(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 153(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof;

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	3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 153 and Article 154, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 153 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 153. 5. Notwithstanding anything to the contrary in this Article 153, a Shareholder will not be required to comply with Article 153(1) (and any attempted exercise by RIL of its rights pursuant to Article 153(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 153(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 153 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 153(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and

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	5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 153 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 153, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 153 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 153 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 153 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 153 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
154.	1. Notwithstanding anything contained in Article 152 or Article 153, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 152 or a Drag-Along Sale under Article 153 are subject to the additional conditions set forth in this Article 154. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale,

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	and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 154(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.

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	Right of First Refusal
155.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 155(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

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	6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule AE and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 155 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 155, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 155 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 155 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 155 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
156.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 156 (a "**Permitted Transfer**") and the provisions of Schedule AE. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant

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	Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Mubadala Investment Company PJSC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Mubadala Investment Company PJSC), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 156(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things

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	that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 156(6).
	Pre-Emptive Rights
157.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 157(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 157 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 157. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 157 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 158(3);

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	6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 157, the closing date of any proposed issuance of Equity Securities to which this Article 157 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 157(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 157 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 157 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 157(1) through and including Article 157(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 157. 10. The provisions of this Article 157 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
158.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such

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	Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions

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	customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 158(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 158(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part H, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 158(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions

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159.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 159, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 162(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 159(1.1) and Article 159(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 159(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 159(1.2) and Article 159(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with

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	the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 159(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 159(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 159(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 159(3), 159(5) and 159(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 159(1), as applicable, and 159(2) or Article 159(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 2,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 159(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to

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	grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 159(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 159(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 153, 154 and 155, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 159(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 159(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 159(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 159(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and

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	5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 159.
	Reserved Matters
160.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 160, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 160, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 160(1).

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	5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule AD, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule AD if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 160 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
161.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 151 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 161 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 161 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the

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	Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
162.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that, 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 159 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).

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	Future Funding
163.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
164.	1. The provisions of Part G of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part G of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 149, Article 165 or this Article 164, which shall remain in full force and effect and continue to bind the Parties. 3. If Part G of these Articles terminate in respect of a Shareholder in accordance with Article 164(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part G of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances

Article	Description
165.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
166.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder in connection with the preparation of and submission by the Shareholder or any of its direct or indirect equity holders or Group Undertakings of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by any such Person of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
167.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in

Article	Description
	compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 167(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 167 and on Schedule AF.

SCHEDULE AB: DEFINITIONS

Capitalized terms used in Part G of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 163;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised

or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 159;

"**Conversion Shares**" has the meaning given to it in Article 159(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 161(1);

"**Defaulting Party**" has the meaning given to it in Article 161(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 153(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 153(1);

"**Dragged Shareholder**" has the meaning given to it in Article 153(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as

specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 157(2);

"**Exercise Notice Period**" has the meaning given to it in Article 157(2);

"**Exercising Shareholder**" has the meaning given to it in Article 158(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 159;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated June 4, 2020 among RIL, the Company and Investor;

"**Investor**" means MIC Redwood 1 RSC Limited, a company organised and existing under the laws of the Abu Dhabi Global Market, United Arab Emirates, with its registered office at 2462ResCowork01, 24th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates;

"**Investor Initiation Notice**" has the meaning given to it in Article 158(5);

"**IPO Committee**" has the meaning given to it in Article 158(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 155(4);

"**Issuance Notice**" has the meaning given to it in Article 157(1);

"**Lock-In Period**" has the meaning given to it in Article 151(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 159(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 161(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 155(1);

"**Offer Period**" has the meaning given to it in Article 155(4);

"**Offer Price**" has the meaning given to it in Article 155(2.2);

"**Offered Securities**" has the meaning given to it in Article 155(2.1);

"**Offeror**" has the meaning given to it in Article 155(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 159(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 156(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, Mubadala Investment Company PJSC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Mubadala Investment Company PJSC; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 159(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 157;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 159(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule AD;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 158(1);

"**ROFR Offer**" has the meaning given to it in Article 155(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 156(3);

"**Specified Shareholder**" has the meaning given to it in Article 153(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract

or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 152(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 152(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 152(3);

"**Tag-Along Right**" has the meaning given to it in Article 152(3);

"**Tag-Along Sale**" has the meaning given to it in Article 152(1);

"**Tagging Shareholder**" has the meaning given to it in Article 152(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 155(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Mubadala Investment Company PJSC or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Mubadala Investment Company PJSC, constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 156(1).

SCHEDULE AC: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE AD: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 159.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE AE: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 159, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AF: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 167 and this Schedule AF.

10. If Company breaches any of the terms of Article 167 or this Schedule AF, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 167 or this Schedule AF shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-H

Article	Description
	Amending Articles
168.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part H, the provisions of Part H shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part H. 3. The plain meaning of Part H shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part H, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part H shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part H of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
169.	1. Capitalised terms used but not defined in Part H of these Articles shall have the meaning ascribed to them in Schedule AG of these Articles. 2. The terms of interpretation as set out in Schedule AH of these Articles shall apply to this Part H of these Articles of the Company.
	Information Rights
170.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 170(1), Article 170(2) and Article 170(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 170(1.1) and 170(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 170(1) and 170(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. Since ADIA is a public institution established by Law No. (5) of 1981 Concerning the Re-organization of the Abu Dhabi Investment Authority (the "**ADIA Charter**"), is wholly owned and funded by, and subject to the supervision of, the Government of Abu Dhabi and cannot agree to restrictions on the fulfilment of its statutory mandate and objectives as set out in the ADIA Charter, and given that similar considerations apply to Affiliates of ADIA, solely for the purposes of this Article 170(4) and for so long as ADIA is funded, supervised and Controlled by the Government of Abu Dhabi, the terms "Investor" and "Affiliate" shall mean the "private equities department" of ADIA (together with any Persons Controlled by such department, the "**Private Equities Department**") and shall not include any other investment department, function or division of ADIA ("**Investment Department**"); *provided* that ADIA has implemented and maintains (at the time that the Competing Investment is made and throughout the period for which such Competing Investment is held) an effective segregation of personnel and information that ensures that (i) no Person employed by, or investment vehicle of, the Private Equities Department is in any way involved in discussing, negotiating, making, or monitoring a Competing Investment, and (ii) no Confidential Information is disclosed or otherwise made available to, or accessible by, any Investment Department. 5. Information to which any Shareholder has access pursuant to this Article 170 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.

Article	Description
	Transfers of Equity Securities
171.	1. Save as permitted by Article 176, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 178) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 171(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 179. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 174, in a Transfer made in compliance with Article 172 or Article 173; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 175; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 171(2.2); or 2.3. to a Permitted Transferee in compliance with Article 176; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with

Article	Description
	Article 176; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 171, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 172, 173, 178(5), and, unless the transferee is a Specified Transferee, Article 180. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule AJ. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 179, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 176. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 171. 12. All restrictions on Transfer in this Article 171 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
172.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities

Article	Description
	held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 172 shall apply to any Transfer contemplated by Article 171(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 179(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of

Article	Description
	Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 172 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 172 and Article 174, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 172 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 172 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 172 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 172 and Article 174, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the

Article	Description
	Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 172, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 172 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 172 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 172 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 173 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 172 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
173.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 173 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 173 and Article 174. 2. If RIL elects to exercise its rights pursuant to Article 173(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each

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	Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 173(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 173 and Article 174, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 173 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 173. 5. Notwithstanding anything to the contrary in this Article 173, a Shareholder will not be required to comply with Article 173(1) (and any attempted exercise by RIL of its rights pursuant to Article 173(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 173(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted

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	Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 173 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 173(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 173 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 173, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 173 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 173 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 173 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee.

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	10. The provisions of this Article 173 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
174.	1. Notwithstanding anything contained in Article 172 or Article 173, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 172 or a Drag-Along Sale under Article 173 are subject to the additional conditions set forth in this Article 174. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not

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	exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 174(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
175.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-

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	contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 175(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule AJ and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 175 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 175, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 175 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 175 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 175 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers

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176.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 176 (a "**Permitted Transfer**") and the provisions of Schedule AJ. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted

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	Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by ADIA or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of ADIA), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 176(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 176(6).
	Pre-Emptive Rights
177.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 177(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be

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	deemed to have waived its rights under this Article 177 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 177. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 177 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 178(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 177, the closing date of any proposed issuance of Equity Securities to which this Article 177 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 177(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 177 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 177 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 177(1) through and including Article 177(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 177.

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	10. The provisions of this Article 177 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
178.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any

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	reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 178(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 178(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part I, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 178(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor'

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	as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
179.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 179, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 182(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 179(1.1) and Article 179(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental

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	Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 179(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 179(1.2) and Article 179(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 179(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 179(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 179(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 179(3), 179(5) and 179(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 179(1), as applicable, and Article 179(2) or Article 179(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and

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	5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 1,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 179(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 179(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 179(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 173, 174 and 175, non-solicitation obligations, confidentiality obligations and restrictions on Announcements)

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	unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 179(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 179(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 179(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 179(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 179.
	Reserved Matters
180.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 180, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to

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	implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 180, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 180(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule AI, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule AI if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 180 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
181.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 171 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within

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	thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 181 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 181 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
182.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms.

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	2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that, 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 179 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
183.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
184.	1. The provisions of Part H of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and

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	1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part H of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 169, Article 185 or this Article 184, which shall remain in full force and effect and continue to bind the Parties. 3. If Part H of these Articles terminate in respect of a Shareholder in accordance with Article 184(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part H of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
185.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
186.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its

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	possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
187.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 187(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities.

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	4. The Company shall comply with the covenants and undertakings set forth in this Article 187 and on Schedule AK.

SCHEDULE AG: DEFINITIONS

Capitalized terms used in Part H of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 183;

"**ADIA**" means Abu Dhabi Investment Authority;

"**ADIA Charter**" has the meaning given to it in Article 170(4);

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, (i) neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder and (ii) in the case of Investor, references to "Affiliates" of Investor shall not include the Government of Abu Dhabi or any Persons Controlled by the Government of Abu Dhabi (other than ADIA and any Persons Controlled by ADIA);

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Friday, Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, San Francisco, California or Abu Dhabi, United Arab Emirates, are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 179;

"**Conversion Shares**" has the meaning given to it in Article 179(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 181(1);

"**Defaulting Party**" has the meaning given to it in Article 181(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 173(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 173(1);

"**Dragged Shareholder**" has the meaning given to it in Article 173(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 177(2);

"**Exercise Notice Period**" has the meaning given to it in Article 177(2);

"**Exercising Shareholder**" has the meaning given to it in Article 178(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 179;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated June 7, 2020 among RIL, the Company and Investor;

"**Investment Department**" has the meaning given to it in Article 170(4);

"**Investor**" means Platinum OWL C 2018 RSC Limited, a company incorporated under the laws of the Abu Dhabi Global Market and having its office at Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates, acting in its capacity as the trustee of Platinum Jasmine A 2018 Trust, a trust established by way of deed of settlement dated 27 January 2019 in the Abu Dhabi Global Market, as a determinate and revocable proper law trust, known as Platinum Jasmine A 2018 Trust;

"**Investor Initiation Notice**" has the meaning given to it in Article 178(5);

"**IPO Committee**" has the meaning given to it in Article 178(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 175(4);

"**Issuance Notice**" has the meaning given to it in Article 177(1);

"**Lock-In Period**" has the meaning given to it in Article 171(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 179(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 181(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 175(1);

"**Offer Period**" has the meaning given to it in Article 175(4);

"**Offer Price**" has the meaning given to it in Article 175(2.2);

"**Offered Securities**" has the meaning given to it in Article 175(2.1);

"**Offeror**" has the meaning given to it in Article 175(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 179(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 176(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, ADIA, the Government of Abu Dhabi (other than any Government Official) or any direct or indirect wholly owned entity or investment vehicle (other than any portfolio company) of Investor, ADIA or the Government of Abu Dhabi; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Private Equities Department**" has the meaning given to it in Article 170(4);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 179(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 177;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common

Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 179(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule AI;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 178(1);

"**ROFR Offer**" has the meaning given to it in Article 175(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 176(3);

"**Specified Shareholder**" has the meaning given to it in Article 173(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 172(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 172(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 172(3);

"**Tag-Along Right**" has the meaning given to it in Article 172(3);

"**Tag-Along Sale**" has the meaning given to it in Article 172(1);

"**Tagging Shareholder**" has the meaning given to it in Article 172(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 175(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by ADIA or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of ADIA, constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 176(1).

SCHEDULE AH: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE AI: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 179.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE AJ: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 179, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AK: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 187 and this Schedule AK.

10. If Company breaches any of the terms of Article 187 or this Schedule AK, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 187 or this Schedule AK shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-I

Article	Description
	Amending Articles
188.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part I, the provisions of Part I shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part I. 3. The plain meaning of Part I shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part I, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part I shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part I of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
189.	1. Capitalised terms used but not defined in Part I of these Articles shall have the meaning ascribed to them in Schedule AL of these Articles. 2. The terms of interpretation as set out in Schedule AM of these Articles shall apply to this Part I of these Articles of the Company.
	Information Rights
190.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 190(1), Article 190(2) and Article 190(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 190(1.1) and 190(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 190(1) and 190(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 190 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
191.	1. Save as permitted by Article 196, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 198) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 191(2).

Article	Description
	1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 199. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 194, in a Transfer made in compliance with Article 192 or Article 193; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 195; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 191(2.2); or 2.3. to a Permitted Transferee in compliance with Article 196; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 196; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 191, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 192, 193, 198(5), and, unless the transferee is a Specified Transferee, Article 200. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule AO. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 199, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of

Article	Description
	the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 196. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 191. 12. All restrictions on Transfer in this Article 191 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
192.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 192 shall apply to any Transfer contemplated by Article 191(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 199(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into

Article	Description
	or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 192 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 192 and Article 194, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice),

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	(ii) sell its Equity Securities as set forth in this Article 192 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 192 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 192 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 192 and Article 194, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 192, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 192 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 192 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 192 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 193 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee.

Article	Description
	11. The provisions of this Article 192 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
193.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 193 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 193 and Article 194. 2. If RIL elects to exercise its rights pursuant to Article 193(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 193(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof;

Article	Description
	3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 193 and Article 194, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 193 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 193. 5. Notwithstanding anything to the contrary in this Article 193, a Shareholder will not be required to comply with Article 193(1) (and any attempted exercise by RIL of its rights pursuant to Article 193(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 193(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 193 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 193(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and

Article	Description
	5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 193 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 193, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 193 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 193 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 193 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 193 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
194.	1. Notwithstanding anything contained in Article 192 or Article 193, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 192 or a Drag-Along Sale under Article 193 are subject to the additional conditions set forth in this Article 194. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale,

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	and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 194(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.

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	Right of First Refusal
195.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 195(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

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	6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule AO and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 195 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 195, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 195 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 195 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 195 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
196.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 196 (a "**Permitted Transfer**") and the provisions of Schedule AO. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant

Article	Description
	Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 196(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider

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	necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 196(6).
	Pre-Emptive Rights
197.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 197(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 197 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 197. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 197 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 198(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or

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	6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 197, the closing date of any proposed issuance of Equity Securities to which this Article 197 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 197(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 197 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 197 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 197(1) through and including Article 197(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 197. 10. The provisions of this Article 197 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
198.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO.

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	2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company

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	reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 198(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 198(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part J and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 198(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions

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199.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 199, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 202(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 199(1.1) and Article 199(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 199(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 199(1.2) and Article 199(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with

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	the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 199(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 199(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 199(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 199(3), 199(5) and 199(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 199(1), as applicable, and Article 199(2) or Article 199(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 1,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 199(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL

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	amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 199(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 199(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 193, 194 and 195, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 199(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 199(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 199(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 199(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor;

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	5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 199.
	Reserved Matters
200.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 200, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 200, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose.

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	4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 200(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule AN, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule AN if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 200 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
201.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 191 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 201 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way

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	limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 201 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
202.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that: 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 199 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms.

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	3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
203.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
204.	1. The provisions of Part I of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part I of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 189, Article 205 or this Article 204, which shall remain in full force and effect and continue to bind the Parties. 3. If Part I of these Articles terminate in respect of a Shareholder in accordance with Article 204(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part I of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at

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	such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
205.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
206.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies

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207.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 207(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 207 and on Schedule AP.

SCHEDULE AL: DEFINITIONS

Capitalized terms used in Part I of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 203;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, Singapore, Singapore or New York, New

York, USA are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 199;

"**Conversion Shares**" has the meaning given to it in Article 199(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 201(1);

"**Defaulting Party**" has the meaning given to it in Article 201(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 193(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 193(1);

"**Dragged Shareholder**" has the meaning given to it in Article 193(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as

specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 197(2);

"**Exercise Notice Period**" has the meaning given to it in Article 197(2);

"**Exercising Shareholder**" has the meaning given to it in Article 198(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 199;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated June 13, 2020 among RIL, the Company and Investor;

"**Investor**" means India Markets Pte. Ltd., a company organised and existing under the laws of Singapore, with its registered office at 83 Clemenceau Avenue, #11-01 UE Square, 239920, Singapore;

"**Investor Sponsor**" means TPG Group Holdings (SBS) Advisors;

"**Investor Initiation Notice**" has the meaning given to it in Article 198(5);

"**IPO Committee**" has the meaning given to it in Article 198(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 195(4);

"**Issuance Notice**" has the meaning given to it in Article 197(1);

"**Lock-In Period**" has the meaning given to it in Article 191(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 199(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 201(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 195(1);

"**Offer Period**" has the meaning given to it in Article 195(4);

"**Offer Price**" has the meaning given to it in Article 195(2.2);

"**Offered Securities**" has the meaning given to it in Article 195(2.1);

"**Offeror**" has the meaning given to it in Article 195(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 199(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 196(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 199(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 197;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 199(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule AN;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 198(1);

"**ROFR Offer**" has the meaning given to it in Article 195(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 196(3);

"**Specified Shareholder**" has the meaning given to it in Article 193(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such

investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 192(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 192(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 192(3);

"**Tag-Along Right**" has the meaning given to it in Article 192(3);

"**Tag-Along Sale**" has the meaning given to it in Article 192(1);

"**Tagging Shareholder**" has the meaning given to it in Article 192(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 195(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor, constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 196(1).

SCHEDULE AM: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE AN: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 199.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE AO: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 199, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AP: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 207 and this Schedule AP.

10. If Company breaches any of the terms of Article 207 or this Schedule AP, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 207 or this Schedule AP shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-J

Article	Description
	Amending Articles
208.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part J, the provisions of Part J shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part J. 3. The plain meaning of Part J shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part J, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part J shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part J of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
209.	1. Capitalised terms used but not defined in Part J of these Articles shall have the meaning ascribed to them in Schedule AQ of these Articles. 2. The terms of interpretation as set out in Schedule AR of these Articles shall apply to this Part J of these Articles of the Company.
	Information Rights
210.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 210(1), Article 210(2) and Article 210(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 210(1.1) and 210(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 210(1) and 210(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 210 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
211.	1. Save as permitted by Article 216, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 218) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 211(2).

Article	Description
	1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 219. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 214, in a Transfer made in compliance with Article 212 or Article 213; or 2.2. by Investor (or its Permitted Transferees) to no more than two (2) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 215; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 211(2.2); or 2.3. to a Permitted Transferee in compliance with Article 216; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 216; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 211, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing one hundred percent (100%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 212, 213, 218(5), and, unless the transferee is a Specified Transferee, Article 220. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule AT. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 219, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of

Article	Description
	the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 216. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 211. 12. All restrictions on Transfer in this Article 211 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
212.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 212 shall apply to any Transfer contemplated by Article 211(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 219(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into

Article	Description
	or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 212 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 212 and Article 214, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice),

Article	Description
	(ii) sell its Equity Securities as set forth in this Article 212 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 212 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 212 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 212 and Article 214, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 212, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 212 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 212 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 212 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 213 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee.

Article	Description
	11. The provisions of this Article 212 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
213.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 213 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 213 and Article 214. 2. If RIL elects to exercise its rights pursuant to Article 213(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 213(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof;

Article	Description
	3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 213 and Article 214, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 213 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 213. 5. Notwithstanding anything to the contrary in this Article 213, a Shareholder will not be required to comply with Article 213(1) (and any attempted exercise by RIL of its rights pursuant to Article 213(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 213(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 213 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 213(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and

Article	Description
	5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 213 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 213, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 213 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 213 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 213 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 213 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
214.	1. Notwithstanding anything contained in Article 212 or Article 213, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 212 or a Drag-Along Sale under Article 213 are subject to the additional conditions set forth in this Article 214. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale,

Article	Description
	and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 214(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.

Article	Description
	Right of First Refusal
215.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 215(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

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	6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule AT and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 215 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 215, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 215 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 215 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 215 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
216.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 216 (a "**Permitted Transfer**") and the provisions of Schedule AT. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant

Article	Description
	Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, advised or managed, directly or indirectly, by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 216(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider

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	necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 216(6).
	Pre-Emptive Rights
217.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 217(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 217 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 217. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 217 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 218(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or

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	6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 217, the closing date of any proposed issuance of Equity Securities to which this Article 217 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 217(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 217 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 217 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 217(1) through and including Article 217(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 217. 10. The provisions of this Article 217 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
218.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO.

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	2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company

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	reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 218(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 218(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I and Part K of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 218(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (x) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions

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219.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 219, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 222(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 219(1.1) and Article 219(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 219(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 219(1.2) and Article 219(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with

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	the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 219(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 219(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 219(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 219(3), 219(5) and 219(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 219(1), as applicable, and Article 219(2) or Article 219(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 500,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 219(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL

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	amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 219(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 219(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 213, 214 and 215, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 219(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 219(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 219(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 219(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor;

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	5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 219.
	Reserved Matters
220.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 220, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 220, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose.

Article	Description
	4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 220(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule AS, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule AS if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 220 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
221.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 211 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 221 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way

Article	Description
	limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 221 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
222.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that: 2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 219 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms.

Article	Description
	3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
223.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
224.	1. The provisions of Part J of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part J of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 209, Article 225 or this Article 224, which shall remain in full force and effect and continue to bind the Parties. 3. If Part J of these Articles terminate in respect of a Shareholder in accordance with Article 224(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part J of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at

Article	Description
	such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
225.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
226.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies

Article	Description
227.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 227(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 227 and on Schedule AU.

SCHEDULE AQ: DEFINITIONS

Capitalized terms used in Part J of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 223;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, San Francisco, California, Singapore,

Singapore or Greenwich, Connecticut are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 219;

"**Conversion Shares**" has the meaning given to it in Article 219(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 221(1);

"**Defaulting Party**" has the meaning given to it in Article 221(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 213(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 213(1);

"**Dragged Shareholder**" has the meaning given to it in Article 213(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as

specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 217(2);

"**Exercise Notice Period**" has the meaning given to it in Article 217(2);

"**Exercising Shareholder**" has the meaning given to it in Article 218(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 219;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated June 13, 2020 among RIL, the Company and Investor;

"**Investor**" means Interstellar Platform Holding Pte. Ltd., a company organised and existing under the laws of Singapore, with its registered office at 1 Kim Seng Promenade, #18-07/12, Great World City West Tower, Singapore 237994;

"**Investor Initiation Notice**" has the meaning given to it in Article 218(5);

"**Investor Sponsor**" means L Catterton Management Limited;

"**IPO Committee**" has the meaning given to it in Article 218(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 215(4);

"**Issuance Notice**" has the meaning given to it in Article 217(1);

"**Lock-In Period**" has the meaning given to it in Article 211(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to one hundred percent (100%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 219(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 221(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 215(1);

"**Offer Period**" has the meaning given to it in Article 215(4);

"**Offer Price**" has the meaning given to it in Article 215(2.2);

"**Offered Securities**" has the meaning given to it in Article 215(2.1);

"**Offeror**" has the meaning given to it in Article 215(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 219(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 216(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, and any fund, account or investment vehicle (other than any portfolio company) that is Controlled, advised or managed, directly or indirectly, by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 219(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 217;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4th) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 219(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule AS;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 218(1);

"**ROFR Offer**" has the meaning given to it in Article 215(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 216(3);

"**Specified Shareholder**" has the meaning given to it in Article 213(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such

investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 212(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 212(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 212(3);

"**Tag-Along Right**" has the meaning given to it in Article 212(3);

"**Tag-Along Sale**" has the meaning given to it in Article 212(1);

"**Tagging Shareholder**" has the meaning given to it in Article 212(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 215(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners, members or other direct or indirect investors in Investor where, following such transfer, Investor remains advised by Investor Sponsor or a wholly-owned Subsidiary thereof and Controlled by an Affiliate of Investor Sponsor, constitute a "transfer" for any purpose under these Articles;

"**Transferor**" has the meaning given to it in Article 216(1).

SCHEDULE AR: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE AS: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

    (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

    (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

    (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

    (d) in a Permitted Share Transaction; or

    (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

    (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

    (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

    (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 219.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE AT: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 219, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AU: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 227 and this Schedule AU.

10. If Company breaches any of the terms of Article 227 or this Schedule AU, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 227 or this Schedule AU shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-K

Article	Description
	Amending Articles
228.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part K, the provisions of Part K shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part K. 3. The plain meaning of Part K shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part K, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part K shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part K of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
229.	1. Capitalised terms used but not defined in Part K of these Articles shall have the meaning ascribed to them in Schedule AV of these Articles. 2. The terms of interpretation as set out in Schedule AW of these Articles shall apply to this Part K of these Articles of the Company.
	Information Rights
230.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 230(1), Article 230(2) and Article 230(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 230(1.1) and 230(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 230(1) and 230(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Affiliates (excluding any portfolio company) or (ii) when Investor, together with its Group Undertakings and Permitted Transferees, no longer satisfies the Minimum Ownership Threshold. Since Investor is a sovereign wealth fund of the Kingdom of Saudi Arabia established by Royal Decree No. M/24 dated 25/06/1391H (corresponding to 17/08/1971G) and regulated by the law of PIF pursuant to Royal Decree No. M/92 dated 12/08/1440H (corresponding to 18/04/2019G) (the "**Investor Charter**"), and cannot agree to restrictions on the fulfilment of its statutory mandate and objectives as set out in the Investor Charter, and given that similar considerations apply to Affiliates of Investor, solely for the purposes of this Article 230(4) and for so long as Investor is a sovereign wealth fund of Kingdom of Saudi Arabia, the terms "Investor" and "Affiliate" shall mean the "International Investments Division – Direct Investments Team" of Investor (together with any Persons Controlled by such department, the "**International Investments Division**") and shall not include any other investment department, function or division of Investor ("**Investment Department**"); *provided* that Investor has implemented and maintains (at the time that the Competing Investment is made and throughout the period for which such Competing Investment is held) an effective segregation of personnel and information that ensures that (i) no Person employed by, or investment vehicle of, the International Investments Division is in any way involved in discussing, negotiating, making, or monitoring a Competing Investment, and (ii) no Confidential Information is disclosed or otherwise made available to, or accessible by, any Investment Department. 5. Information to which any Shareholder has access pursuant to this Article 230 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.

Article	Description
	Transfers of Equity Securities
231.	1. Save as permitted by Article 236, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5th) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 238) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 231(2). 1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 239. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 234, in a Transfer made in compliance with Article 232 or Article 233; or 2.2. by Investor (or its Permitted Transferees) to no more than four (4) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 235; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 231(2.2); or 2.3. to a Permitted Transferee in compliance with Article 236; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with

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	Article 236; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 231, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing in excess of seventy-five percent (75%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 232, 233, 238(5), and, unless the transferee is a Specified Transferee, Article 240. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule AY. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 239, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 236. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 231. 12. All restrictions on Transfer in this Article 231 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
232.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities

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	held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 232 shall apply to any Transfer contemplated by Article 231(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 139(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of

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	Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 232 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 232 and Article 234, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 232 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 232 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 232 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 232 and Article 234, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the

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	Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 232, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 232 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 232 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 232 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 233 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 232 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
233.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 233 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 233 and Article 234. 2. If RIL elects to exercise its rights pursuant to Article 233(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each

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	Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 233(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 233 and Article 234, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 233 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 233. 5. Notwithstanding anything to the contrary in this Article 233, a Shareholder will not be required to comply with Article 233(1) (and any attempted exercise by RIL of its rights pursuant to Article 233(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 233(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted

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	Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 233 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 233(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 233 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 233, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 233 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 233 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 233 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee.

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	10. The provisions of this Article 233 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
234.	1. Notwithstanding anything contained in Article 232 or Article 233, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 232 or a Drag-Along Sale under Article 233 are subject to the additional conditions set forth in this Article 234. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not

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	exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 234(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
235.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-

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	contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 235(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule AY and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 235 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 235, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 235 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 235 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 235 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers

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236.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 236 (a "**Permitted Transfer**") and the provisions of Schedule AY. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Permitted Transferee of the relevant Shareholder before it ceases to be a Permitted Transferee of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted

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	Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities would cease to be a Permitted Transferee of such Shareholder (or, in the case of Investor, Investor ceases to be Controlled, directly or indirectly, by the Government of the Kingdom of Saudi Arabia), or before it or any such Permitted Transferee becomes subject to an Insolvency Event, it or such Permitted Transferee shall Transfer all of the Equity Securities it holds to the Shareholder or another of such Shareholder's Permitted Transferees and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 236(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 236(6).
	Pre-Emptive Rights
237.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 237(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 237 with respect to such issuance of Equity Securities.

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	5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 237. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 237 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 238(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 237, the closing date of any proposed issuance of Equity Securities to which this Article 237 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 237(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 237 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 237 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 237(1) through and including Article 237(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Completion Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 237. 10. The provisions of this Article 237 shall terminate upon the consummation of a Qualifying IPO

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	Initiation of a Qualifying IPO
238.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and

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	necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 238(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 238(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I and Part J of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 238(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles,

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	(viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (x) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles and (xi) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
239.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 239, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; provided, further, that if the effective date of the Facebook Shareholders' Agreement is on or after 1 April 2021, then such Incremental Equity Financing shall be completed on or prior to the earlier of (i) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (ii) 5:00pm IST on 31 March 2022; and 1.2. in the case of any Conversion Share Sale, subject to Article 242(2), such Conversion Share Sale is completed on or prior to the later of (i) 5:00pm IST on 30 June 2021 and (ii) the earlier of (A) the date that is six (6) months after the effective date of the Facebook Shareholders' Agreement and (B) 5:00pm IST on 31 March 2022. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 239(1.1) and Article 239(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on

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	the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 239(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 239(1.2) and Article 239(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Completion Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 239(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 239(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 239(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 239(3), 239(5) and 239(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 239(1), as applicable, and Article 239(2) or Article 239(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR

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	equivalent of USD 2,000,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 239(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 239(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 239(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 233, 234 and 235, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign

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	all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 239(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 239(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 239(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 239(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 239.
	Reserved Matters
240.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings and Permitted Transferees, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 240, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings and Permitted

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	Transferees that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 240, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 240(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule AX, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule AX if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 240 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
241.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 231 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**").

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	2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 241 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 241 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
242.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Completion Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that:

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	2.1. that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 239 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder); and 2.2. if the effective date of the Facebook Shareholders' Agreement is after 31 March 2021, then all Optionally Convertible Preference Shares outstanding as of 5:00pm IST on 31 March 2022 shall be converted into Equity Shares on such date, in accordance with the Completion Preference Terms. 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
243.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
244.	1. The provisions of Part K of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part K of these Articles shall not:

Article	Description
	2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 229, Article 245 or this Article 244, which shall remain in full force and effect and continue to bind the Parties. 3. If Part K of these Articles terminate in respect of a Shareholder in accordance with Article 244(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part K of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
245.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters
246.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the

Article	Description
	avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
247.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 247(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 247 and on Schedule AZ.
	Restricted Activities and Restricted Entities

Article	Description
248.	Since Investor is a sovereign wealth fund of the Kingdom of Saudi Arabia established by the Investor Charter and cannot, pursuant to the Investor Charter, invest directly or indirectly in Restricted Entities or Restricted Activities, or otherwise make any investment which would cause Investor to be in breach of the Paris Agreement under the United Nations Framework Convention on Climate Change or WHO Framework Convention on Tobacco Control, the Parties agree that, solely for the purposes of this Article 248 and for so long as Investor is a sovereign wealth fund of the Kingdom of Saudi Arabia, if the Company or any of its Subsidiaries seeks to make a Direct Investment (i) in a Restricted Entity, (ii) into any entity which derives material revenue from a Restricted Activity or (iii) which would cause Investor to be in breach of the Paris Agreement under the United Nations Framework Convention on Climate Change or WHO Framework Convention on Tobacco Control (any such Direct Investment, the "**Contemplated Investment**"), the Company shall inform the Investor of such Contemplated Investment by written notice given at least fourteen (14) Business Days prior to the contemplated entry into definitive transaction documentation in relation thereto. If Investor requests a consultation with respect to the Contemplated Investment by serving written notice to the Company and RIL (the "**Consultation Notice**") within seven (7) Business Days of the date of the written notice by the Company, the matter shall initially be referred by the Company to Kiran Thomas (on behalf of the Company and RIL) and by Investor to Turqi Alnowaiser (on behalf of the Investor) (together, the "**Consultation Representatives**") for discussion. If no Consultation Notice is received by the Company within such seven (7)-Business Day period, such notice shall be deemed not to have been given in respect of such Contemplated Investment. From and for a period of no more than five (5) Business Days from the receipt by the Company and RIL of the Consultation Notice, the Consultation Representatives shall reasonably discuss in good faith the Contemplated Investment. Following such five (5)-Business Day period, and notwithstanding anything contained in this Article 248, the Company may enter into definitive transaction documentation in relation to the Contemplated Investment in the best interests of the Company and all its stakeholders.

SCHEDULE AV: DEFINITIONS

Capitalized terms used in Part K of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 243;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, (i) neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder, and (ii) in the case of Investor, references to "Affiliates" of Investor shall not include the Government of the Kingdom of Saudi Arabia or any Persons Controlled by the Government of the Kingdom of Saudi Arabia (other than Investor and any Persons Controlled by Investor);

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Friday, Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, San Francisco, California or Riyadh, the Kingdom of Saudi Arabia, are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Completion Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Completion Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Consultation Notice**" has the meaning given to it in Article 248;

"**Consultation Representatives**" has the meaning given to it in Article 248;

"**Contemplated Investment**" has the meaning given to it in Article 248;

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs

of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 239;

"**Conversion Shares**" has the meaning given to it in Article 239(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 241(1);

"**Defaulting Party**" has the meaning given to it in Article 241(1);

"**Direct Investment**" means investments in which the applicable equity securities are held in the Company's name or through a wholly-owned investment vehicle;

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 233(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 233(1);

"**Dragged Shareholder**" has the meaning given to it in Article 233(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 237(2);

"**Exercise Notice Period**" has the meaning given to it in Article 237(2);

"**Exercising Shareholder**" has the meaning given to it in Article 238(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Gambling**" means wagering or betting of money or money's worth in relation to a game of chance, but does not include: (a) any game primarily based on skill whether played online or physically, whether involving or played for money or prizes or otherwise; or (b) any game of chance or any other event or competition whether played online or physically, including involving payment of any reasonable admission/participation fee, in a manner that does not involve any betting or wagering of money or money's worth;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor and any of its Controlled Affiliates; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 239;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced

upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Investments Division**" has the meaning given to it in Article 230(4);

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated June 18, 2020 among RIL, the Company and Investor;

"**Investment Department**" has the meaning given to it in Article 230(4);

"**Investor**" means The Public Investment Fund, a sovereign wealth fund established in accordance with Royal Decree No. M/24 dated 25/06/1391H (corresponding to 17/08/1971G) and regulated by the law of PIF pursuant to Royal Decree No. M/92 dated 12/08/1440H (corresponding to 18/04/2019G), having its headquarters in Riyadh, the Kingdom of Saudi Arabia;

"**Investor Charter**" has the meaning given to it in Article 230(4);

"**Investor Initiation Notice**" has the meaning given to it in Article 238(5);

"**IPO Committee**" has the meaning given to it in Article 238(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 235(4);

"**Issuance Notice**" has the meaning given to it in Article 237(1);

"**Lock-In Period**" has the meaning given to it in Article 231(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to more than seventy-five percent (75%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 239(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 241(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 235(1);

"**Offer Period**" has the meaning given to it in Article 235(4);

"**Offer Price**" has the meaning given to it in Article 235(2.2);

"**Offered Securities**" has the meaning given to it in Article 235(2.1);

"**Offeror**" has the meaning given to it in Article 235(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Completion Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 239(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at the later of (i) 5:00pm IST on 31 December 2020 and (ii) the effective date of the Facebook Shareholders' Agreement;

"**Permitted Transfer**" has the meaning given to it in Article 236(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Investor, the Government of the Kingdom of Saudi Arabia (other than any Government Official) or any direct or indirect wholly-owned entity or investment vehicle (other than any portfolio company) of Investor or the Government of the Kingdom of Saudi Arabia; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 239(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 237;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking

into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 239(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule AX;

"**Restricted Activity**" means: (a) the manufacture, distribution or sale of tobacco, pork products or alcohol fit for human consumption; (b) the ownership and/or operation of Gambling establishments; (c) the manufacture of Gambling machines; (d) the manufacture, distribution or sale of weapons or armaments (other than the manufacture, distribution or sale of computer technology, communications equipment, software, medical supplies, vaccines or similar items); and/or (e) the production or distribution of pornography;

"**Restricted Entity**" means any entity: (a) domiciled or headquartered in a country or region (i) without diplomatic relations with the Kingdom of Saudi Arabia or (ii) which the Kingdom of Saudi Arabia imposes sanctions on, and in each case listed on Schedule 11 of the Shareholders' Agreement (as such list may be amended from time to time pursuant to Clause 23.1 of the Shareholders' Agreement) or (b) which has significant subsidiaries operating in, or derives material revenue from: (i) countries or regions qualifying under clause (a); or (ii) the oil and gas industry;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 238(1);

"**ROFR Offer**" has the meaning given to it in Article 235(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 236(3);

"**Specified Shareholder**" has the meaning given to it in Article 233(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company,

"subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 232(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 232(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 232(3);

"**Tag-Along Right**" has the meaning given to it in Article 232(3);

"**Tag-Along Sale**" has the meaning given to it in Article 232(1);

"**Tagging Shareholder**" has the meaning given to it in Article 232(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 235(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise; *provided*, that, notwithstanding anything to the contrary in these Articles, in no event shall any transfer of equity, ownership or economic interests, or options, warrants, convertible securities or other contractual rights to acquire any equity, ownership or economic interest, of any partners,

members or other direct or indirect investors in Investor where, following such transfer, Investor remains Controlled, directly or indirectly, by the Government of the Kingdom of Saudi Arabia, constitute a “transfer” for any purpose under these Articles;

“**Transferor**” has the meaning given to it in Article 236(1).

SCHEDULE AW: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE AX: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Completion Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Completion Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 239.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE AY: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 239, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE AZ: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 247 and this Schedule AZ.

10. If Company breaches any of the terms of Article 247 or this Schedule AZ, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 247 or this Schedule AZ shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-L

Article	Description
	Amending Articles
249.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part L, the provisions of Part L shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part L. 3. The plain meaning of Part L shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part L, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part L shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part L of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
250.	1. Capitalised terms used but not defined in Part L of these Articles shall have the meaning ascribed to them in Schedule BA of these Articles. 2. The terms of interpretation as set out in Schedule BB of these Articles shall apply to this Part L of these Articles of the Company.
	Information Rights
251.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 251(1), Article 251(2) and Article 251(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 251(1.1) and 251(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 251(1) and 251(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Group Undertakings or (ii) when Investor, together with its Group Undertakings, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 251 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
252.	1. Save as permitted by Article 257, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 259) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 252(2).

Article	Description
	1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 260. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 255, in a Transfer made in compliance with Article 253 or Article 254; or 2.2. by Investor (or its Permitted Transferees) to no more than two (2) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 256; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 252(2.2); or 2.3. to a Permitted Transferee in compliance with Article 257; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 257; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 252, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing one hundred percent (100%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 253, 254, 259(5), and, unless the transferee is a Specified Transferee, Article 261. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule BD. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 260, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of

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	the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 257. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 252. 12. All restrictions on Transfer in this Article 252 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
253.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 253 shall apply to any Transfer contemplated by Article 252(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 260(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into

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	or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 253 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 253 and Article 255, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice),

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	(ii) sell its Equity Securities as set forth in this Article 253 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 253 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 253 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 253 and Article 255, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 253, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 253 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 253 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 253 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 254 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee.

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	11. The provisions of this Article 253 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
254.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 254 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 254 and Article 255. 2. If RIL elects to exercise its rights pursuant to Article 254(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a DragAlong Sale contemplated by Article 254(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof;

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	3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 254 and Article 255, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 254 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 254. 5. Notwithstanding anything to the contrary in this Article 254, a Shareholder will not be required to comply with Article 254(1) (and any attempted exercise by RIL of its rights pursuant to Article 254(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 254(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 254 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 254(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and

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	5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 254 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 254, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 254 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 254 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 254 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 254 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
255.	1. Notwithstanding anything contained in Article 253 or Article 254, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 253 or a Drag-Along Sale under Article 254 are subject to the additional conditions set forth in this Article 255. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale,

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	and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 255(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.

Article	Description
	Right of First Refusal
256.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 256(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

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	6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule BD and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 256 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 256, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 256 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 256 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 256 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
257.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 257 (a "**Permitted Transfer**") and the provisions of Schedule BD. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Group Undertaking of the relevant

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	Shareholder before it ceases to be a Group Undertaking of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities ceases to be such Shareholder's Permitted Transferee (or, in the case of Investor, Investor ceases to be a wholly-owned Subsidiary of Parent), or before such Permitted Transferee becomes subject to an Insolvency Event, such Permitted Transferee (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, Investor) shall Transfer all of the Equity Securities it holds to the Shareholder or another of the Shareholder's Permitted Transferees (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, to Parent or a wholly-owned Subsidiary of Parent) and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 257(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things

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	that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 257(6).
	Pre-Emptive Rights
258.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 258(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 258 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 258. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 258 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 259(3);

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	6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 258, the closing date of any proposed issuance of Equity Securities to which this Article 258 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 258(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 258 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 258 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 258(1) through and including Article 258(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 258. 10. The provisions of this Article 258 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
259.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such

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	Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection

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	with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 259(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 259(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I, Part J, Part K and Part M of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 259(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (x) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (xi) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles, (xii) the exercise by 'Investor' as defined under Part M of these Articles of its rights under Article 279(5) of Part M of these Articles and (xiii) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or

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	warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
260.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 260, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; and 1.2. in the case of any Conversion Share Sale, subject to Article 263(2), such Conversion Share Sale is completed on or prior to 5:00pm IST on 30 June 2021. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 260(1.1) and Article 260(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 260(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 260(1.2) and Article 260(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of

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	Equity Shares to RIL as contemplated by Article 260(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 260(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 260(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 260(3), 260(5) and 260(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 260(1), as applicable, and Article 260(2) or Article 260(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 500,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 260(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to

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	amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 260(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 260(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 254, 255 and 256, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 260(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 260(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 260(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 260(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and

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	5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 260.
	Reserved Matters
261.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 261, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 261, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 261(1).

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	5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule BC, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule BC if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 261 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
262.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 252 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 262 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 262 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the

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	Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
263.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 260 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder). 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
264.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is

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	not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
265.	1. The provisions of Part L of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part L of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 250, Article 266 or this Article 265, which shall remain in full force and effect and continue to bind the Parties. 3. If Part L of these Articles terminate in respect of a Shareholder in accordance with Article 265(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part L of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
266.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.

Article	Description
	Tax Matters
267.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
268.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not

Article	Description
	to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 268(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 268 and on Schedule BE.

SCHEDULE BA: DEFINITIONS

Capitalized terms used in Part L of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 264;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised

or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of

related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 260;

"**Conversion Shares**" has the meaning given to it in Article 260(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 262(1);

"**Defaulting Party**" has the meaning given to it in Article 262(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 254(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 254(1);

"**Dragged Shareholder**" has the meaning given to it in Article 254(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 258(2);

"**Exercise Notice Period**" has the meaning given to it in Article 258(2);

"**Exercising Shareholder**" has the meaning given to it in Article 259(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor, Parent, and any Subsidiary of Parent; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity)

and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 260;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated 2 July 2020 among RIL, the Company and Investor;

"**Investor**" means Intel Capital Corporation, a corporation organised and existing under the laws of Delaware, with its registered office at 1209 Orange Street, Wilmington, DE 19801, United States;

"**Investor Initiation Notice**" has the meaning given to it in Article 259(5);

"**IPO Committee**" has the meaning given to it in Article 259(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 256(4);

"**Issuance Notice**" has the meaning given to it in Article 258(1);

"**Lock-In Period**" has the meaning given to it in Article 252(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings collectively hold a number of outstanding Common Equivalents equal to one hundred percent (100%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 260(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 262(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 256(1);

"**Offer Period**" has the meaning given to it in Article 256(4);

"**Offer Price**" has the meaning given to it in Article 256(2.2);

"**Offered Securities**" has the meaning given to it in Article 256(2.1);

"**Offeror**" has the meaning given to it in Article 256(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Parent**" means Intel Corporation, a Delaware corporation;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 260(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at 5:00pm IST on 31 December 2020;

"**Permitted Transfer**" has the meaning given to it in Article 257(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Parent, and any wholly-owned Subsidiary of Parent; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 260(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 258;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 260(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule BC;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 259(1);

"**ROFR Offer**" has the meaning given to it in Article 256(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 257(3);

"**Specified Shareholder**" has the meaning given to it in Article 254(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract

or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 253(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 253(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 253(3);

"**Tag-Along Right**" has the meaning given to it in Article 253(3);

"**Tag-Along Sale**" has the meaning given to it in Article 253(1);

"**Tagging Shareholder**" has the meaning given to it in Article 253(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 256(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise;

"**Transferor**" has the meaning given to it in Article 257(1).

SCHEDULE BB: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE BC: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 260.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE BD: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 260, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE BE: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 268 and this Schedule BE.

10. If Company breaches any of the terms of Article 268 or this Schedule BE, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 268 or this Schedule BE shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-M

Article	Description
	Amending Articles
269.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part M, the provisions of Part M shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part M. 3. The plain meaning of Part M shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part M, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part M shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part M of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
270.	1. Capitalised terms used but not defined in Part M of these Articles shall have the meaning ascribed to them in Schedule BF of these Articles. 2. The terms of interpretation as set out in Schedule BG of these Articles shall apply to this Part M of these Articles of the Company.
	Information Rights
271.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; and 1.3. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence

Article	Description
	reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. In the event that the Company actually delivers to Jaadhu Holdings, LLC or any of its Permitted Transferees (as such term is defined in Part B of these Articles) any information pursuant to Article 49(1.3) of Part B of these Articles (or any successor provision thereto), other than any information required to be delivered pursuant to paragraph 4 of Schedule F of Part B of these Articles (or any successor provision thereto), the Company shall promptly deliver a copy of such information to Investor. 4. The rights and obligations contained in Articles 271(1), Article 271(2) and Article 271(3) and will terminate automatically and: 4.1. in their entirety, upon the consummation of a Qualifying IPO; and 4.2. except (a) for the information set forth in Articles 271(1.1) and 271(1.2) and (b) to the extent that any of the other information to be provided pursuant to Articles 271(1) and 271(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, (i) upon the consummation of any Competing Investment by Investor or any of its Group Undertakings or (ii) when Investor, together with its Group Undertakings, no longer satisfies the Minimum Ownership Threshold. 5. Information to which any Shareholder has access pursuant to this Article 271 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives.
	Transfers of Equity Securities
272.	1. Save as permitted by Article 277, during the period from the date of the Shareholders' Agreement to the earlier of (i) the fifth (5^{th}) anniversary of the Completion Date and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their respective Representatives acting on their behalf) shall (save as contemplated by Article 279) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1. either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 272(2).

Article	Description
	1.2. RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 280. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 275, in a Transfer made in compliance with Article 273 or Article 274; or 2.2. by Investor (or its Permitted Transferees) to no more than two (2) third party transferees in the aggregate, in one or more Transfers made in compliance with Article 276; *provided* that any third party transferee, together with its Controlled Affiliates, shall collectively be treated as a single transferee block for the purpose of this Article 272(2.2); or 2.3. to a Permitted Transferee in compliance with Article 277; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 277; *provided, however,* that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 272, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee purchasing one hundred percent (100%) of the Aggregate Shares held by Investor and its Permitted Transferees as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 273, 274, 279(5), and, unless the transferee is a Specified Transferee, Article 281. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule BI. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 280, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of

Article	Description
	the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 277. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 272. 12. All restrictions on Transfer in this Article 272 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
273.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 273 shall apply to any Transfer contemplated by Article 272(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 280(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into

Article	Description
	or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 273 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 273 and Article 275, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice),

Article	Description
	(ii) sell its Equity Securities as set forth in this Article 273 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 273 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 273 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 273 and Article 275, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 273, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 273 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 273 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 273 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 274 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee.

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	11. The provisions of this Article 273 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
274.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 274 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 274 and Article 275. 2. If RIL elects to exercise its rights pursuant to Article 274(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a DragAlong Sale contemplated by Article 274(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof;

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	3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 274 and Article 275, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 274 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 274. 5. Notwithstanding anything to the contrary in this Article 274, a Shareholder will not be required to comply with Article 274(1) (and any attempted exercise by RIL of its rights pursuant to Article 274(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 274(5) shall be null and void *ab initio*), unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 274 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 274(5.1(iii))); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and

Article	Description
	5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 274 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 274, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 274 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 274 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 9. The provisions of this Article 274 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 274 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
275.	1. Notwithstanding anything contained in Article 273 or Article 274, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 273 or a Drag-Along Sale under Article 274 are subject to the additional conditions set forth in this Article 275. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale,

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	and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 275(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.

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	Right of First Refusal
276.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect of the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 276(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

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	6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule BI and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 276 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 276, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 276 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 276 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 276 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers
277.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 277 (a "**Permitted Transfer**") and the provisions of Schedule BI. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Group Undertaking of the relevant

Article	Description
	Shareholder before it ceases to be a Group Undertaking of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and such Permitted Transferees as one uniform block, and no Permitted Transferees of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities ceases to be such Shareholder's Permitted Transferee (or, in the case of Investor, Investor ceases to be a wholly-owned Subsidiary of Parent), or before such Permitted Transferee becomes subject to an Insolvency Event, such Permitted Transferee (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, Investor) shall Transfer all of the Equity Securities it holds to the Shareholder or another of the Shareholder's Permitted Transferees (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, to Parent or a wholly-owned Subsidiary of Parent) and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder or any Permitted Transferee of such Shareholder. For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 277(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things

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	that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 277(6).
	Pre-Emptive Rights
278.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 278(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 278 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 278. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 278 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 279(3);

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	6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 278, the closing date of any proposed issuance of Equity Securities to which this Article 278 applies may, at the Company's discretion, occur prior to the expiration of the twenty five (25)-Business Day period contemplated by Article 278(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 278 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 278 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 278(1) through and including Article 278(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion of (i) any Optionally Convertible Preference Shares in accordance with the Preference Terms; or (ii) any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 278. 10. The provisions of this Article 278 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
279.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such

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	Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, and shall cooperate to ensure that all such conversions occur on the same day. 4. Should (i) an IPO committee (constituted as contemplated by, and in accordance with, the Company's Constitutional Documents) (an "**IPO Committee**") determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 5. If a Qualifying IPO has not been completed on or prior to the eighth (8^{th}) anniversary of the Completion Date, and *provided* that Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection

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	with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 6. A Qualifying IPO initiated pursuant to Article 279(4) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 279(6), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 7. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I, Part J, Part K and Part L of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 279(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (x) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (xi) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles, (xii) the exercise by 'Investor' as defined under Part L of these Articles of its rights under Article 259(5) of Part L of these Articles and (xiii) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 8. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a "promoter" of the Company and no such Person shall be represented as a "promoter" in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or

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	warranties as a "promoter" of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
280.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 280, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; and 1.2. in the case of any Conversion Share Sale, subject to Article 283(2), such Conversion Share Sale is completed on or prior to 5:00pm IST on 30 June 2021. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 280(1.1) and Article 280(5)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 280(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 280(1.2) and Article 280(5)) satisfy each of the following conditions: 3.1. the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of

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	Equity Shares to RIL as contemplated by Article 280(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 280(2), RIL may elect instead to enter into an agreement with such New Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 280(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 280(3), 280(5) and 280(6). 5. Each Permitted Share Transaction shall (in addition to the conditions set forth in Article 280(1), as applicable, and Article 280(2) or Article 280(3), as applicable) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall be issued or sold, as applicable, at a price (per Equity Share, without taking into account any adjustment for the net indebtedness of the Company on a consolidated basis at the time of such issuance or sale) not less than (i) in the case of any New Investor that is a Strategic Investor, the Original Issue Price or (ii) in the case of any New Investor that is not a Strategic Investor, the Financial Investor Floor Price; and 5.2. where the Equity Securities to be issued or sold, as applicable, in such share transaction are to be issued or sold, as applicable, to a New Investor that (i) is not a Strategic Investor and (ii) is investing less than the INR equivalent of USD 500,000,000, such Equity Securities shall consist of Equity Shares only and such Equity Shares shall: 5.2.1. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with this Article 280(4.2.2) below; 5.2.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to

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	amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 280(4.2.2); 5.2.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 280(4.2.3); and 5.2.4. attach (and the Constitutional Documents of the Company impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 274, 275 and 276, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 280(4.2.4)), *provided that* Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article 280(4.2), and, if Investor so elects, (1) it shall not be a violation of this Article 280(4.2) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 280(4.2), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; 5.3. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and

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	5.4. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. In connection with any Permitted Share Transaction, the Company and/or any of its Subsidiaries may amend the Company's Constitutional Documents to the extent that such amendments do not adversely and disproportionately affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 280.
	Reserved Matters
281.	1. The approval of any Reserved Matter shall require: 1.1. for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 281, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take in action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 281, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 281(1).

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	5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule BH, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule BH if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 281 shall terminate upon the consummation of a Qualifying IPO.
	Default; Remedies
282.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 272 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 282 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 282 (howsoever arising). 4. In the event that Parent (as defined in the Facebook Shareholders' Agreement) or any of its Subsidiaries actually receives monetary damages from or on behalf of RIL or the Company in respect of a breach of clause 16 of the

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	Facebook Shareholders' Agreement (or any successor provision thereto) relating to any Related Party Transaction(s) (as defined in the Facebook Shareholders Agreement) (or any successor term thereof), the Company shall promptly pay to Investor in immediately available funds an amount equal to the product of (i) the aggregate amount of such damages, multiplied by (ii) a fraction, the numerator of which is (A) the Pro Rata Share of Investor and its Permitted Transferees, and the denominator of which is (B) the Pro Rata Share of Parent and its wholly-owned Subsidiaries.
	OCPS Matters
283.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021 shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 280 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder). 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
284.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is

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	not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings; *provided*, *however*, that (i) RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding and (ii) notwithstanding clause (a) of the definition of "Qualified Equity Financing," such Additional Funding shall be provided at a price per Equity Share not less than the greater of (x) the Original Issue Price and (y) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined in good faith by the Board.
	Termination
285.	1. The provisions of Part M of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings, Permitted Transferees and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part M of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 270, Article 286 or this Article 285, which shall remain in full force and effect and continue to bind the Parties. 3. If Part M of these Articles terminate in respect of a Shareholder in accordance with Article 285(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner. 4. For the avoidance of doubt, if provisions of Part M of these Articles terminates in respect of Investor for any reason, the Equity Securities held by Investor at such time will cease to have any rights other than those that are available to any ordinary holder of such Equity Securities under the Act.
	Further Assurances
286.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.

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	Tax Matters
287.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by the Shareholder of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and, if the transferee is a party to the Shareholders' Agreement, the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
288.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not

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	to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 288(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 288 and on Schedule BJ.

SCHEDULE BF: DEFINITIONS

Capitalized terms used in Part M of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 7 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 284;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings as of the date of such calculation;

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, Singapore, Singapore or San Francisco,

California are authorised or required by Applicable Law to close;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Completion Date**" means the date on which the subscription for, and issue and allotment of, the Subscription Shares (as defined in the Investment Agreement), in accordance with the Investment Agreement, actually occurs;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person and in relation to the Company, shall refer to the Restated Charter Documents (as defined in the Investment Agreement);

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of

related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 280;

"**Conversion Shares**" has the meaning given to it in Article 280(3.1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 4 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 282(1);

"**Defaulting Party**" has the meaning given to it in Article 282(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 274(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 274(1);

"**Dragged Shareholder**" has the meaning given to it in Article 274(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 278(2);

"**Exercise Notice Period**" has the meaning given to it in Article 278(2);

"**Exercising Shareholder**" has the meaning given to it in Article 279(4);

"**Facebook Shareholders' Agreement**" means the "Shareholders' Agreement" as defined in that certain investment agreement between RIL, the Company, Facebook, Inc. and an Affiliate of Facebook, Inc. dated 21 April 2020;

"**Financial Investor Floor Price**" means has the meaning given to it in the Shareholders' Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" means a general meeting of the Company's shareholders;

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, Investor, Parent, and any Subsidiary of Parent; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity)

and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 280;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated July 12, 2020 among RIL, the Company and Investor;

"**Investor**" means Qualcomm Asia Pacific Pte. Ltd., a company organised and existing under the laws of Singapore, with its registered office at 80 Robinson Road, #02-00, Singapore (068898);

"**Investor Initiation Notice**" has the meaning given to it in Article 279(5);

"**IPO Committee**" has the meaning given to it in Article 279(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 276(4);

"**Issuance Notice**" has the meaning given to it in Article 278(1);

"**Lock-In Period**" has the meaning given to it in Article 272(1);

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings collectively hold a number of outstanding Common Equivalents equal to one hundred percent (100%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 280(1);

"**Non-Defaulting Party**" has the meaning given to it in Article 282(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 276(1);

"**Offer Period**" has the meaning given to it in Article 276(4);

"**Offer Price**" has the meaning given to it in Article 276(2.2);

"**Offered Securities**" has the meaning given to it in Article 276(2.1);

"**Offeror**" has the meaning given to it in Article 276(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement, after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement, and having the terms set forth in the Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects;

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Parent**" means QUALCOMM Incorporated, a Delaware corporation;

"**Party**" means each of RIL, the Company and Investor;

"**Parties**" means RIL, the Company and Investor, collectively;

"**Preference Terms**" has the meaning given to it in the Shareholders' Agreement;

"**Permitted Share Transaction**" has the meaning given to it in Article 280(1);

"**Permitted Share Transaction Period**" means the period commencing on 21 April 2020 and ending at 5:00pm IST on 31 December 2020;

"**Permitted Transfer**" has the meaning given to it in Article 277(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Parent, and any wholly-owned Subsidiary of Parent; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 280(5) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 278;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to the fourth (4^{th}) anniversary of the Completion Date, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 280(2.1);

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule BH;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Initiation Notice**" has the meaning given to it in Article 279(1);

"**ROFR Offer**" has the meaning given to it in Article 276(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Specified Minority Investors**" means Infotel Infocomm Enterprises Pvt. Ltd., Anant Nahata, Manju Nahata, Priyanka Sanghi, BML Enterprises LLP, Vikash Agarwal, Subodh Kumar Garg, West Valley Services LLP and Kamal Kumar Sharma;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated Completion Date among RIL, the Company and Investor;

"**Specified Rights**" has the meaning given to it in Article 277(3);

"**Specified Shareholder**" has the meaning given to it in Article 274(5.3);

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; *provided* that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract

or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 273(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 273(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 273(3);

"**Tag-Along Right**" has the meaning given to it in Article 273(3);

"**Tag-Along Sale**" has the meaning given to it in Article 273(1);

"**Tagging Shareholder**" has the meaning given to it in Article 273(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 276(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise;

"**Transferor**" has the meaning given to it in Article 277(1).

SCHEDULE BG: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a Schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such consent in any instance shall not constitute continuing consent to subsequent

instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE BH: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

   (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

   (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Preference Terms;

   (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

   (d) in a Permitted Share Transaction; or

   (e) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

   (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

   (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers; or

   (c) the redemption in accordance with the Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 280.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Auditor

7. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

8. Any amendments to the Company's Constitutional Documents that adversely and disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees other than (i) in an immaterial respect or (ii) amendments that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees, in connection with a Qualifying IPO.

Winding-Up

9. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

10. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE BI: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 280, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE BJ: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company shall comply with all applicable Anti-Money Laundering Laws.

5. The Company shall comply with all applicable International Trade Laws.

6. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery, Anti-Money Laundering, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery, Anti-Money Laundering, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

7. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor copies of all findings, audits and reports provided by such accounting firm.

8. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Ongoing Acknowledgement and Certification, Breach

9. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 288 and this Schedule BJ.

10. If Company breaches any of the terms of Article 288 or this Schedule BJ, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 288 or this Schedule BJ shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

PART-N

Article	Description
	Amending Articles
289.	1. Subject to the requirements of the Applicable Law, in the event of any conflict (direct or indirect) between the provisions of Part A and Part N, the provisions of Part N shall prevail and apply. 2. Notwithstanding the provisions of Part A, the Company and the Shareholders shall not be bound by, or be subject to, any duties, obligations or covenants under Part A where such provisions conflict in any manner with Part N. 3. The plain meaning of Part N shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (a) Part A on the one hand; and (b) Part N, on the other. 4. For avoidance of doubt, it is clarified that the provisions of Part N shall be applicable to, and bind, all Shareholders (as defined in the Shareholders' Agreement) (and solely such Shareholders and not any other shareholders of the Company) and the Company itself. 5. Part N of these Articles shall come into effect on and from the date on which the Shareholders' Agreement is executed by the parties thereto.
	Definitions and Interpretation
290.	1. Capitalised terms used but not defined in Part N of these Articles shall have the meaning ascribed to them in Schedule BK of these Articles. 2. The terms of interpretation as set out in Schedule BL of these Articles shall apply to this Part N of these Articles of the Company.
	Board and Board Meetings
291.	1. The Board shall have responsibility for the overall management and supervision of the Company and its Business. 2. The Board shall consist of at least eleven (11) but not more than fifteen (15) Directors comprising: 2.1. at least five (5) but not more than nine (9) Directors nominated for appointment to the Board by RIL; 2.2. one (1) Director nominated for appointment to the Board by Investor, for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold; and 2.3. at least five (5) independent Directors appointed in the manner set out in Article 291(23) below, *provided* that Investor's right to appoint a Director pursuant to this Article 291(2) shall terminate automatically upon the consummation of any Competing Investment by Investor or any of its Group Undertakings or Alphabet Inc. or any of its Subsidiaries (in which case, Investor shall immediately remove the incumbent Investor Director, failing which, RIL may remove the incumbent Investor Director by giving notice in writing to the Company (with a copy to Investor)).

Article	Description
	3. In addition, for so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, Investor shall have the right to appoint, and to remove or replace, one (1) observer (the "**Investor Observer**") to attend all meetings of the Board; *provided* that Investor's right to appoint an Investor Observer pursuant to this Article 291(3) shall terminate automatically upon the consummation of any Competing Investment by Investor or any of its Group Undertakings or Alphabet Inc. or any of its Subsidiaries (in which case, the Investor Observer will automatically cease to be entitled to attend any meeting of the Board or to benefit from any of the rights to notice or information extended to the Investor Observer under these Articles, including, for the avoidance of doubt, under Article 291(16)). 4. The post of chairperson of the Board shall be held by any RIL Director appointed to act as chairperson of the Board by RIL. The chairperson shall have a second or casting vote at Board meetings. If the chairperson of the Board for the time being is unable to attend any such Board meeting, RIL shall be entitled to appoint another RIL Director to act as chairperson at the meeting. If, for any reason, RIL does not appoint an RIL Director to act as chairperson prior to the time designated for the start of the meeting, the Directors present at the meeting may, by simple majority vote, elect one of the RIL Directors present to act as chairperson for that meeting. 5. A Shareholder may nominate and have appointed any Director it is entitled to nominate and appoint under Article 291(2), and may remove or replace (with or without cause) any Director it has so nominated and had appointed, by giving notice in writing to the Company (with a copy to each other Shareholder), and, in the case of the removal of a Director, to the Director being removed. 6. In the event that any of the Directors nominated for appointment by a Shareholder pursuant to Article 291(2) becomes a Sanctioned Person, each other Shareholder shall be entitled to require the Shareholder that nominated such Director to remove that Director within three (3) Business Days' of notice in writing from such other Shareholder requesting such removal. The Shareholder required to remove such Director shall be entitled to appoint another Director in the place of the Director so removed, *provided* that any such replacement Director is not a Sanctioned Person. 7. Each Shareholder shall vote all of its Equity Securities and take all other necessary action (including causing the Company to call a General Meeting, if necessary) in order to ensure that the nominees of each other Shareholder are appointed or removed from the Board (as decided by such other Shareholder) and the composition of the Board is as set out in Article 291(2). If any RIL Director or Investor Director is liable to retire by rotation in accordance with Applicable Law, RIL or Investor (as applicable) shall have the right to propose such Director for reappointment, and each of the Shareholders shall vote all of its Equity Securities and take all other necessary action (including causing the Company to call a General Meeting, if necessary) in order to ensure the reappointment of such Director in the same General Meeting (or any adjournment thereof) as that in which his or her retirement occurs. 8. Any Shareholder removing a Director nominated by it shall indemnify and keep indemnified the Company and each other Shareholder and its Group Undertakings against any claim arising from such Director's removal from

Article	Description
	office (other than any claim for payment by the Company of outstanding expenses pursuant to Article 291(11)). 9. No Shareholder shall have any liability under these Articles to any other Shareholder or the Company as a result of appointing or nominating a Director, nor for any action or omission by such Person in his or her capacity as a Director (save to the extent such action or omission by a Director nominated for appointment by that Shareholder causes the Shareholder to be in breach of these Articles), and no Shareholder shall have any liability as a result of exercising its voting power in accordance with this Article 291. 10. The Board shall hold a regularly scheduled meeting at least once every calendar quarter. In any event, the Board shall have meetings as often as is necessary to discharge its duties. Board meetings shall be held at the registered office or principal place of business of the Company or at such other location as may be decided by the Board. 11. The Company shall pay all reasonable travel, accommodation and other out-of-pocket expenses incurred by each independent Director in the performance of his or her duties, including in connection with attending meetings of the Board and any committee thereof. Such expenses in respect of any Investor Director or RIL Director, as applicable, shall be paid by the Shareholder who nominated such Director. 12. Subject to any requirements of Applicable Law, meetings of the Board or of any committee thereof may be conducted by means of telephone or video conference or similar communications equipment and participation by such means shall constitute presence in person at the meeting. The Company shall at all times maintain adequate facilities and give such assistance as may reasonably be necessary to each of the Directors to facilitate participation at meetings of the Board or any committee thereof by such means. 13. The quorum for any Board meeting shall be at least as many Directors as required under Applicable Law, but in any case, for any Board meeting (including any adjourned meeting) at which any Reserved Matter will be voted upon, the quorum shall be at least one (1) RIL Director and, so long as Investor continues to have and exercise the right to appoint a Director, the Investor Director present at the time when the relevant business is transacted; *provided, however,* that, if such quorum is not present within thirty (30) minutes from the time appointed for the meeting or if during the meeting such quorum ceases to be present, the meeting will be adjourned for seven (7) calendar days to the same place and time of day (or such other period, place and time of day as each of the Directors may unanimously agree), and the quorum for such adjourned meeting shall no longer require the Investor Director. 14. Any Director may at any time convene a Board meeting. Subject to any requirement under Applicable Law and these Articles, at least ten (10) calendar days' notice of any Board meeting will be given to each Director (or seven (7) calendar days' notice in the case of an adjourned meeting), which notice may be in electronic form and which notice period excludes the date of the notice and the date of the Board meeting; *provided always* that a shorter period of notice of a meeting of the Board may be given if and in the manner permitted by Applicable Law. 15. Any notice of a Board meeting will be accompanied by:

Article	Description
	15.1. an agenda identifying in reasonable detail the matters to be discussed at the meeting; and 15.2. copies of any relevant papers to be discussed at the meeting. 16. Subject to Article 291(3), any notices, agendas, papers, and other communications to the Board shall also be provided to the Investor Observer in the same manner as to the Directors, and the Investor Observer shall have the right to attend all such meetings (whether held in person, by telephone or otherwise). For the avoidance of doubt, the Investor Observer shall not have the right to vote at any meeting of the Board nor shall the Investor Observer be considered towards the quorum required for any meeting of the Board. 17. Reserved Matters not on the agenda or for which relevant papers have not been provided with the agenda pursuant to Article 291(15), or business conducted in relation to any such matters, will not be decided upon at a Board meeting; provided that such matters may be discussed and decided upon if there is a quorum in accordance with Applicable Law and at least one (1) RIL Director and the Investor Director agree. 18. Each Director shall have one (1) vote at each Board meeting. All actions and decisions of the Board shall require: 18.1. the affirmative vote of at least a simple majority of the Directors present at a duly-convened meeting of the Board at which a quorum is present; or 18.2. an affirmative written consent, in lieu of a meeting, signed by a simple majority of Directors; *provided* that (a) the Directors signing such written consent would together constitute a quorum if a meeting of the Board had been held to approve the matter and (b) the provisions of the Act (including Section 175 of the Act) applicable to the seeking of such written consent have been complied with. 19. The liability of each Director shall be limited to the maximum extent permitted by Applicable Law. Each Director shall be entitled to indemnification of, and advancement of expenses for, third party claims in relation to any acts of such Director on behalf of the Company to the maximum extent permitted by Applicable Law and the Company shall enter into indemnification agreements with each Director in relation to the same. 20. The Company shall arrange and maintain in full force and effect for the duration of each Director's appointment a policy of insurance, on terms which are in accordance with market and industry standards and are satisfactory to RIL and Investor, in respect of liability that may be incurred by each Director in the performance of their duties and each Director shall be a beneficiary of such policy. Notwithstanding anything to the contrary contained in these Articles, the Investor Director shall not be deemed to be an 'occupier' or 'officer in charge' or 'officer in default' for the purposes of the Act or any other Applicable Laws, as the Investor Director shall be a non-executive Director and shall not be responsible for the overall management, supervision, direction and control of the Company. The Company shall ensure that any and all filings made by the Company with Governmental Authorities with a reference to the Investor Director, clearly specify that such Investor Director is a non-executive director, and, shall to the extent permitted by Applicable Law be indemnified for

Article	Description
	defending any proceeding in which the Investor Director is personally prosecuted or proceeded against. 21. The Board shall have the power to constitute committees or sub-committees of the Board and to delegate such of the Board's powers to the aforesaid committees as the Board may deem appropriate or as may be required by Applicable Law. 22. For so long as Investor is entitled to appoint an Investor Director, Investor shall be entitled, by written notice to the Company and RIL, to appoint such Investor Director to serve as a member of the Company's audit committee (the "**Audit Committee**"); *provided* that the right of Investor to appoint a member of the Audit Committee under this Article 291(22) may be shared with Facebook (to the extent similar rights are extended by the Company to Facebook pursuant to the terms of the Facebook Shareholders' Agreement). A majority of the Directors on the Audit Committee shall be independent Directors and the chairperson of the Audit Committee shall be an independent Director. To the extent such right is shared pursuant to the foregoing paragraph, Facebook and Investor shall each have the right to appoint their respective nominee Director as a member of the Audit Committee of the Company for a term of 12 months alternately (such alternate right to appoint a member of the Audit Committee is hereinafter referred to as the "**Audit Committee Nomination Right**"). Investor shall have the Audit Committee Nomination Right for the first 12-month period commencing from 23 November 2020. Facebook shall have the Audit Committee Nomination Right for the next 12-month period commencing from 23 November 2021. Thereafter, the Audit Committee Nomination Right shall revert to Investor for the next 12-month period commencing from 23 November 2022, and then to Facebook for the next 12-month period commencing from 23 November 2023 and so on. Facebook or Investor may exercise the Audit Committee Nomination Right at any time during their relevant 12-month period by a written notice to the Company. In terms of this Article 291(22), upon receipt of such written notice, the nominee Director shall be deemed to be inducted as a member of the Audit Committee automatically without the requirement for a further approval by the Board. Facebook's nominee Director shall automatically vacate office as a member of the Audit Committee at the close of business hours on 22 November of the relevant calendar year when Facebook's Audit Committee Nomination Right reverts to Investor and Investor's nominee Director shall automatically vacate office as a member of the Audit Committee at the close of business hours on 22 November of the relevant calendar year when Investor's Audit Committee Nomination Right reverts to Facebook. 23. The appointment of independent Director(s) of the Company shall be, at all times, determined in accordance with Applicable Law, and, in the event that at any time there are fewer than five (5) independent Directors serving on the Board, RIL and the Company shall take all actions reasonably necessary to appoint one or more independent Directors to fill such vacancies as soon as reasonably practicable. 24. Subject to the provisions of the Act, in the event that a Shareholder proposes to appoint an alternate Director (an "**Alternate Director**") to any Director

Article	Description
	nominated by them (the "**Original Director**"), the Board shall, upon receipt of notice to that effect from the relevant Shareholder, appoint an Alternate Director in place of such Original Director. Upon the appointment of the Alternate Director, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the registrar of companies and filing necessary notifications. The Shareholder shall also have a right to withdraw its nominated Alternate Director and nominate another Alternate Director in his or her place. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director and generally to perform all functions of the Original Director. 25. The provisions of this Article 291 shall terminate upon the consummation of a Qualifying IPO.
	General Meetings
292.	1. General meetings of the Company's shareholders (each, a "**General Meeting**") shall take place only as required by Applicable Law to approve decisions on matters relating to the Company and in accordance with the applicable provisions of these Articles. 2. The quorum for any General Meeting shall be determined in accordance with Applicable Law, but in any case, there shall be at least one (1) representative of each of RIL and Investor present at the time when any business is transacted; *provided,* however, that, if such quorum is not present within thirty (30) minutes from the time appointed for the General Meeting or if during the General Meeting such quorum ceases to be present, the General Meeting will be adjourned for seven (7) calendar days (or such other period as each of RIL and Investor may agree), and the quorum for such adjourned General Meeting shall no longer require a representative of Investor. 3. The Company shall provide at least twenty-one (21) clear days' notice of any General Meeting to each of the Company's shareholders, unless each of the Company's shareholders consents to shorter notice in accordance with Applicable Law. Such notice shall include an agenda identifying in reasonable detail the matters to be discussed at the General Meeting and shall be accompanied by copies of any relevant papers to which the Company's shareholders are to have reference for the purposes of the General Meeting. Unless each of RIL and Investor agrees otherwise in any case, the General Meeting shall not take any action on a matter that is not on the agenda of the relevant General Meeting. 4. Each General Meeting shall be chaired by the chairperson of the Board, or if the chairperson is unable to attend, any other Director appointed by such person to act as chairperson prior to the relevant General Meeting. In case the chairperson of the Board does not appoint another Director to act as chairperson prior to the meeting, the Shareholders present at the meeting may choose one of the RIL Directors or, if none of the RIL Directors are present, any other person present to act as chairperson for that meeting. The chairperson at the General Meeting shall not have any second or casting vote (nor any vote, unless voting in the capacity as representative of one of the Company's shareholders pursuant to due authorisation to do so).

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	5. No action shall be taken by the Shareholders at a General Meeting with respect to any Reserved Matter that has not previously been approved pursuant to Article 303.
	Information Rights
293.	1. The Company shall deliver, at its cost, to each of the Shareholders, for so long as each such Shareholder owns any Equity Securities and to the extent permitted by Applicable Law: 1.1. within thirty (30) days after the end of each fiscal quarter of each fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with Indian Accounting Standards; 1.2. within sixty (60) days after the end of each fiscal year, the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and the related audited statement of operations and cash flow for such fiscal year, in each case prepared in accordance with Indian Accounting Standards; 1.3. the information as set forth in Schedule NP; and 1.4. any other information reasonably required by the relevant Shareholder to comply with any Applicable Law (including any requirement of any relevant securities exchange). 2. On reasonable request by a Shareholder, the Company shall provide such Shareholder with any other documents, information and correspondence reasonably necessary (at the cost of the relevant Shareholder) to enable the relevant Shareholder to comply with filing, elections, returns or any other requirements of any accounting, revenue or Tax Authority. 3. Investor shall have the right, with the assistance of its Representatives and external advisors, to: (i) no more than once per calendar year, inspect, at its own cost, the books and records of the Company and its Subsidiaries to investigate compliance by the Company and each of its Subsidiaries with Anti-Bribery Laws, Anti-Money Laundering Laws and International Trade Laws; and (ii) without prejudice to the rights set forth in clause (i) above, if Investor has reason to believe that a violation by the Company or any of its Subsidiaries of any Anti-Bribery Law, Anti-Money Laundering Law or International Trade Law has occurred or will occur, inspect at its own cost such pertinent books and records of the Company and its Subsidiaries as shall be reasonably necessary to investigate any such suspected violation. Such inspection right under clause (ii) shall be limited to issues related to any such suspected violation, and in no event shall more than two (2) inspections under clause (ii) occur in any given calendar year. Investor shall provide fifteen (15) days' advance written notice to the Company of its intention to conduct any inspection pursuant to this Article 293(3), and each such inspection shall be conducted during normal business hours. Written notice shall include a statement of the basis and scope of any inspection undertaken pursuant to clause (ii) of this paragraph. The Company shall reasonably cooperate, and shall procure that each of its Subsidiaries reasonably cooperates, with any inspection required by Investor pursuant to this Article 293(3). Investor shall exercise its inspection rights

Article	Description
	described in this Article reasonably and in good faith and information obtained by it as a result of these inspection rights shall be deemed 'Confidential Information' under the Shareholders' Agreement. 4. At the request of Investor (which request may only be made once per year during the sixty (60) day period following the delivery to Investor of the audited financial information referred to in Article 293(1.2)), the Company shall, at Investor's expense and during normal business hours of the Company, (i) make available to Investor and its Representatives a copy of each written agreement or understanding (and a summary of the material terms of each unwritten agreement or understanding) that was in effect at any time since the last such request made by Investor (or in the case of the first such request, since the date of the Shareholders' Agreement) that would constitute a Related Party Transaction, and (ii) provide Investor and its Representatives reasonable access to the books, records and personnel of the Company and its Subsidiaries as may be reasonably necessary to verify compliance by the Company and RIL with Investor's consent rights over any Related Party Transactions (it being understood that for purposes of this Article 293(4), Investor's Representatives shall not include an external audit firm). 5. The rights and obligations contained in Articles 293(1), Article 293(2) and Article 293(4) will terminate automatically and: 5.1. in their entirety, upon the consummation of a Qualifying IPO; and 5.2. except (a) for the information set forth in Articles 293(1.1) and 293(1.2), and the information in Schedule NP, other than paragraph 4 of Schedule NP and (b) to the extent that any of the other information to be provided pursuant to Articles 293(1) and 293(2) is required by Investor or any of its Permitted Transferees to meet its compliance, reporting and accounting requirements, upon (i) the consummation of any Competing Investment by Investor or any of its Group Undertakings or Alphabet Inc. or any of its Subsidiaries or (ii) solely with respect to Articles 293(1) and 293(2) Investor's Aggregate Shares falling to below five percent (5%) of the Company's total outstanding Common Equivalents, or solely with respect to Clause 4, when Investor and its Group Undertakings no longer satisfy the Minimum Ownership Threshold. 6. Information to which any Shareholder has access pursuant to this Article 293 is 'Confidential Information' under the Shareholders' Agreement and may be disclosed to such Shareholder's Representatives solely on the basis that (i) such Representatives shall be informed of the terms of the Shareholders' Agreement and their obligations to keep the 'Confidential Information' confidential and (ii) each Shareholder shall be responsible for any breach of the confidentiality obligations hereunder by it or any of its Representatives. 7. Notwithstanding anything to the contrary in this Article 293, information rights relating to compliance with U.S. tax laws will be governed exclusively by the provisions of Schedule NP.
	Transfers of Equity Securities
294.	1. Save as permitted by Article 299, during the period from the date of the Shareholders' Agreement to the earlier of (i) 23 November 2025 and (ii) the date of a Qualifying IPO (the "**Lock-In Period**"), none of the Shareholders nor any of their respective Group Undertakings or Affiliates (nor any of its or their

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	respective Representatives acting on their behalf) shall (save as contemplated by Article 301) approach or otherwise discuss the Transfer of any Equity Securities with any third party potential purchaser of such Equity Securities (excluding, for the avoidance of doubt, any Permitted Transferee of such Shareholder), or create any Encumbrance over, or Transfer, any Equity Securities; *provided* that: 1.1 either RIL or Investor (or their respective Permitted Transferees) may (x) approach or otherwise commence discussions regarding a Transfer of any Equity Securities with any third party up to six (6) months prior to the expiration of the Lock-In Period, and (y) agree or commit, within such six-month period, to a Transfer of Equity Securities to be completed on or after the expiration of the Lock-In Period and subject to compliance with Article 294(2). 1.2 RIL or its Permitted Transferees may approach any bona fide potential purchaser and negotiate, enter into and complete one or more Conversion Share Sales in accordance with Article 302. For the avoidance of doubt, neither the consummation of one or more Qualified Equity Financings or Incremental Equity Financings, nor the conversion or redemption of any Optionally Convertible Preference Shares in connection with one or more Permitted Share Transactions, in each case otherwise in accordance with these Articles or the Shareholders' Agreement, shall be prohibited hereunder. 2. Following the Lock-In Period, no Equity Securities shall at any time be directly or indirectly Transferred otherwise than: 2.1. subject to Article 297, in a Transfer made in compliance with Article 295 or Article 296; or 2.2. in a Transfer made in compliance with Article 298; or 2.3. to a Permitted Transferee in compliance with Article 299; or 2.4. in a Qualifying IPO. 3. No Equity Securities shall be directly or indirectly Transferred at any time to any Restricted Transferee. 4. The Company shall not at any time issue, directly or indirectly, any Equity Securities to any Restricted Transferee. 5. Each Shareholder acknowledges that none of the rights of such Shareholder under Part N of these Articles attach to the Equity Securities held by such Shareholder, and no such rights may be assigned or otherwise Transferred other than to a Permitted Transferee in connection with a Transfer made in compliance with Article 299; *provided*, *however*, that, in the case of the rights of Investor, after the Lock-In Period and subject to the other conditions set forth in this Article 294, Investor or a Permitted Transferee of Investor may Transfer to a third party transferee, along with any Equity Securities: 5.1. where such third party transferee and its Group Undertakings, collectively, will, upon completion of the relevant Transfer, hold Equity Securities representing more than two and one half percent (2.5%) of the total outstanding Common Equivalents, Investor's rights under Clause 20 of the Shareholders' Agreement (provided, further, that such rights may not be Transferred by Investor to more than four (4) third party transferees, each

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	meeting the minimum ownership threshold set forth in this Article 294(5.1)); and 5.2. where such third party transferee and its Group Undertakings, collectively, will, upon completion of the relevant Transfer, hold outstanding Common Equivalents equal to at least eighty percent (80%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, sub-division, re-classification, cancellation of or other recapitalization or reorganisation or restructuring effected after the date of the Shareholders' Agreement), Investor's rights under Articles 295, 296, 301(8) and, unless the transferee is a Specified Transferee, Article 303. 6. Any Transfer of Equity Securities must be in compliance with the terms set out in Schedule BN. 7. Where all or any portion of the Equity Securities of a Shareholder are to be Transferred to any Person in accordance with these Articles, other than pursuant to a Conversion Share Sale in accordance with the terms and conditions set forth in Article 302, the transferor of such Equity Securities must, simultaneously with the completion of such Transfer, also transfer to the relevant transferee (or its Group Undertakings) all (or the relevant portion) of the transferor's right, title and interest in any shareholder loans or other debt instruments issued by the Company or any of its Subsidiaries. 8. Any Transfer or attempted Transfer of any Equity Securities not in compliance with these Articles shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall), so far as it is legally able, refuse to register any such Transfer. 9. The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Equity Securities made pursuant to and in compliance with these Articles is duly registered and given effect to by the Company and its Subsidiaries. 10. RIL shall not directly or indirectly Transfer, nor shall RIL permit any of its Permitted Transferees to directly or indirectly Transfer, any Optionally Convertible Preference Shares to any Person, other than to a Permitted Transferee in compliance with Article 299. 11. No Shareholder shall (and each Shareholder shall procure that none of its Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Article 294. 12. All restrictions on Transfer in this Article 294 shall terminate upon the occurrence of a Qualifying IPO.
	Tag-Along Rights
295.	1. If, at any time from and after the expiration of the Lock-In Period, RIL or any of its Permitted Transferees wishes to Transfer any Equity Securities held by it to one or more third parties, then RIL shall, or shall cause its Permitted Transferee(s) to, obtain from or otherwise negotiate with one or more third

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	parties a bona fide written offer to purchase any or all of the Equity Securities held by RIL or its applicable Permitted Transferee(s), whether in a single transaction or a series of related transactions (a "**Tag-Along Sale**"), which offer (i) shall involve consideration payable solely in the form of cash, Freely Tradeable Securities or any combination thereof, (ii) shall not include any material unsatisfied conditions other than (1) customary non-financing conditions and (2) customary conditions in respect of "certain funds" debt financing or customary equity commitment letters, and (iii) shall, in the case of a Tag-Along Sale for Equity Securities that are not Equity Shares, expressly include an offer to purchase the number of Equity Shares that such Equity Securities are convertible into, or are exercisable or exchangeable for, and RIL shall provide each other Shareholder with written notice of the terms and conditions of such proposed Transfer (the "**Tag-Along Notice**"). For the avoidance of doubt, the provisions of this Article 295 shall apply to any Transfer contemplated by Article 294(1.1), but shall not apply to any Conversion Share Sale completed in accordance with the condition set forth in Article 302(1.2). 2. The Tag-Along Notice shall specify and include: 2.1. the number and class of Equity Securities proposed to be sold in the Tag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for), and each other Shareholder's Tag-Along Portion thereof; 2.2. the form and amount of consideration per Equity Security (and, where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Tag-Along Sale is proposed to be made; 2.3. whether or not RIL will continue to Control the Company following the completion of such Tag-Along Sale; 2.4. the identity of the third party (or parties) to which the Tag-Along Sale is proposed to be made and, to the extent known, the ultimate beneficial owner(s) thereof; 2.5. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive any other consideration or other payments in connection with the Tag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the third party to which the Tag-Along Sale is proposed to be made or its Affiliates that is entered into prior to or concurrently with the consummation of the Tag-Along Sale); and 2.6. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms, if any) and conditions of the Tag-Along Sale, including a copy of the written offer from the proposed transferee and the form of the proposed Transfer agreement, if available. 3. On receipt of a Tag-Along Notice from RIL, each other Shareholder shall have the right (a "**Tag-Along Right**"), exercisable by written notice (a "**Tag-Along Response Notice**") given to RIL within fifteen (15) Business Days after receipt by such Shareholder of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that RIL include in the proposed Transfer the number of

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	Equity Securities set forth in such other Shareholder's Tag-Along Response Notice, which: 3.1. if, following completion of the Tag-Along Sale, RIL will Control the Company, may not exceed such other Shareholder's Tag-Along Portion of the Equity Securities proposed to be sold in the Tag-Along Sale; and 3.2. if, following completion of the Tag-Along Sale, RIL will not Control the Company, shall be all or any portion of the Equity Securities held by such other Shareholder (each Shareholder delivering such a Tag-Along Response Notice, a "**Tagging Shareholder**"). 4. If, at the expiration of the Tag-Along Notice Period with respect to any proposed Tag-Along Sale, any Shareholder shall not have delivered a Tag-Along Response Notice to RIL, such Shareholder shall be deemed to have waived its rights under this Article 295 with respect to the Transfer of its Equity Securities pursuant to such Tag-Along Sale. 5. Subject to the conditions set forth in this Article 295 and Article 297, each Tagging Shareholder shall (i) participate in the Tag-Along Sale on the same terms and conditions as RIL (which shall be set forth in the Tag-Along Notice), (ii) sell its Equity Securities as set forth in this Article 295 and (iii) take all other actions necessary or desirable to effectuate the provisions of this Article 295 and to consummate the Tag-Along Sale. 6. The terms and conditions of any proposed Tag-Along Sale in accordance with this Article 295 shall be memorialized in, and governed, by a written purchase and sale agreement with the relevant third party transferee under which such Equity Securities shall be transferred simultaneously and each of RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall receive payment from the third party transferee. Subject to the conditions set forth in this Article 295 and Article 297, each Tagging Shareholder shall exercise all rights and powers available to it and shall do all things and sign all documents as may be necessary to effect a Tag-Along Sale (which shall include, for the avoidance of doubt, executing and delivering the applicable purchase and sale agreement). 7. If any prospective third party transferee is unable or refuses to purchase Equity Securities from any Tagging Shareholder in the exercise of Tag-Along Rights hereunder, then neither RIL nor any of its Permitted Transferees shall sell any Equity Securities to such prospective third party transferee unless and until, simultaneously with such sale, RIL or any of its Permitted Transferee(s) purchases the number of Equity Securities from such Tagging Shareholder that such Tagging Shareholder elected to sell in its Tag-Along Response Notice for cash at the same price payable to RIL or any of its Permitted Transferee(s) (as applicable) in the Tag-Along Sale. 8. RIL (or its Permitted Transferee(s), as applicable) and the Tagging Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Tag-Along Notice to consummate a Tag-Along Sale on the terms and conditions set forth in such Tag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Tag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL (or its Permitted Transferee(s), as applicable) and the

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	Tagging Shareholders have not completed the Transfer of all of the Equity Securities proposed to be sold by RIL or its Permitted Transferee(s) and any Tagging Shareholder on substantially the same terms and conditions set forth in the applicable Tag-Along Notice, then all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 9. Notwithstanding anything contained in this Article 295, neither RIL nor any of its Permitted Transferees shall have any liability to any Tagging Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 295 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 295 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable). 10. The provisions of this Article 295 shall not apply to any proposed Transfer of Equity Securities by RIL or any of its Permitted Transferees (i) in a Qualifying IPO, (ii) in a Drag-Along Sale pursuant to Article 296 in which the Dragged Shareholders are obligated to sell all of the outstanding Equity Securities held by such Dragged Shareholders to the Drag-Along Transferee(s) or (iii) to a Permitted Transferee. 11. The provisions of this Article 295 shall terminate upon the consummation of a Qualifying IPO.
	Drag-Along Rights
296.	1. Following the Lock-In Period, if RIL (whether directly or through any Permitted Transferee(s)) proposes to effect a Drag-Along Sale (and, if required under Applicable Law, the Board approves such Drag-Along Sale), then RIL may require all (but not less than all) of the other shareholders of the Company (other than the Specified Minority Investors) (each, a "**Dragged Shareholder**") to each Transfer to the Person(s) (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest) to whom RIL proposes to sell its Equity Securities (or the Equity Securities of its Permitted Transferee(s), as applicable) in the Drag-Along Sale (the "**Drag-Along Transferee(s)**"): 1.1. in the case of a Drag-Along Sale pursuant to which the Drag-Along Transferee will acquire ninety percent (90%) or more of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) (after taking into account any Equity Securities required by RIL to be Transferred (i) by the Dragged Shareholders as contemplated by this Article 296 and (ii) by any New Investor subject to any similar obligation), at the option of RIL, either (a) one hundred percent (100%) of such Dragged Shareholder's Equity Securities or (b) such Dragged Shareholder's Drag-Along Portion; and 1.2. in the case of any other Drag-Along Sale, such Dragged Shareholder's Drag-Along Portion, in each case, on the same terms and conditions as RIL is prepared to accept from the Drag-Along Transferee(s) and in the manner and to the extent, and subject to the conditions, set forth in this Article 296 and Article 297.

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	2. If RIL elects to exercise its rights pursuant to Article 296(1) with respect to a Drag-Along Sale, it shall provide notice of such Drag-Along Sale to each Dragged Shareholder (a "**Drag-Along Notice**") not later than fifteen (15) Business Days prior to the proposed Drag-Along Sale. 3. The Drag-Along Notice shall specify and include: 3.1. the number and class of Equity Securities proposed to be sold in the Drag-Along Sale (and, where such Equity Securities are not Equity Shares, the number of Equity Shares that such Equity Securities are convertible into or are exercisable or exchangeable for) and each Dragged Shareholder's Drag-Along Portion (or, in the case of a Drag-Along Sale contemplated by Article 296(1.1), if applicable, a statement that each Dragged Shareholder will be required to sell 100% of such Dragged Shareholder's Equity Securities); 3.2. the form and amount of consideration per Equity Security (and where such Equity Security is not an Equity Share, the form and amount of consideration per Equity Share that such Equity Security is convertible into or is exercisable or exchangeable for) for which the Drag-Along Sale is proposed to be made; 3.3. the identity of the Drag-Along Transferee(s) and, to the extent known, the ultimate beneficial owner(s) thereof; 3.4. a certification from RIL that, except as specified therein, neither RIL nor any of its Affiliates or Representatives have received, are receiving or will receive other consideration or other payments in connection with the Drag-Along Sale (other than consideration payable to RIL or its Affiliates under a bona fide arms' length commercial agreement with the Drag-Along Transferee or its Affiliates that is entered into prior to or concurrently with the consummation of the Drag-Along Sale); and 3.5. all other material terms (including all purchase price adjustment, indemnification and escrow/holdback terms and the proposed date, time and venue for the completion) and conditions of the Drag-Along Sale and the form of the proposed Transfer agreement. 4. To the extent, and subject to the conditions, set forth in this Article 296 and Article 297, each Dragged Shareholder shall be required (1) to participate in the Drag-Along Sale on the same terms and conditions as RIL (or its Permitted Transferee(s), as applicable), (2) to sell its Equity Securities as set forth in this Article 296 and (3) to take all other actions necessary or desirable to effectuate the provisions of, and perform its obligations under, this Article 296. 5. Notwithstanding anything to the contrary in this Article 296, a Shareholder will not be required to comply with Article 296(1), (and any attempted exercise by RIL of its rights pursuant to Article 296(1) with respect to a Drag-Along Sale which does not comply with the provisions of this Article 296(5) shall be null and void ab initio) unless: 5.1. in the case of Investor or its Permitted Transferees, one of the following occurs: (i) one hundred percent (100%) of the Equity Securities of Investor and its Permitted Transferees are to be sold in the Drag-Along Sale, (ii) following the completion of such Drag-Along Sale, Investor and its Permitted Transferees will continue to satisfy the Minimum Ownership Threshold or (iii) prior to the completion of such Drag-Along Sale, the

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	Shareholders' Agreement and the Constitutional Documents of the Company are amended such that neither Investor nor any of its Permitted Transferees will lose any right that it would otherwise have under the Company's Constitutional Documents or the Shareholders' Agreement solely as a result of RIL having exercised its rights with respect to a Drag-Along Sale under this Article 296 (and Investor shall reasonably cooperate with RIL and the Company to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 296(5.1(iii)); 5.2. the consideration payable or issuable in the Drag-Along Sale for Equity Securities consists solely of cash, Freely Tradeable Securities or any combination thereof; 5.3. each Dragged Shareholder and each other Person that is a shareholder of the Company (other than RIL and the Specified Minority Investors) (each such other Person, a "**Specified Shareholder**") is obligated to sell, and does in fact sell, to the Drag-Along Transferee(s) the same proportion of such shareholder's total outstanding Common Equivalents as each other shareholder, in each case, on the same terms and subject to the same conditions as each Dragged Shareholder and Specified Shareholder, which terms were set forth in the applicable Drag-Along Notice; and 5.4. such Shareholder is not obligated to sell any Equity Securities in violation of, or on terms that conflict with Applicable Law. 6. The terms and conditions of any proposed Drag-Along Sale in accordance with this Article 296 shall be memorialized in, and governed, by a written purchase and sale agreement with the Drag-Along Transferee(s) under which the Equity Securities of each of RIL, the Dragged Shareholders and the Specified Shareholders shall be transferred simultaneously and each of RIL, the Dragged Shareholders and the Specified Shareholders shall receive payment from the Drag-Along Transferee(s). 7. RIL and the Dragged Shareholders shall have a period of one hundred twenty (120) days from the date of delivery of any Drag-Along Notice to consummate a Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the Drag-Along Sale until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, at the conclusion of such period, RIL, the Dragged Shareholders and the Specified Shareholders have not completed the Transfer of all Equity Securities proposed to be sold in the Drag-Along Sale on substantially the same terms and conditions set forth in the applicable Drag-Along Notice, all the restrictions on Transfer contained in these Articles or otherwise applicable at such time with respect to such Equity Securities shall continue in effect. 8. Notwithstanding anything contained in this Article 296, neither RIL nor any of its Permitted Transferees shall have any liability to any Dragged Shareholder or to any other Person due to the Transfer of Equity Securities pursuant to this Article 296 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 296 is in the sole and absolute discretion of RIL (or its Permitted Transferee(s), as applicable).

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	9. The provisions of this Article 296 shall not apply to any proposed Transfer of Equity Securities by RIL to a Permitted Transferee. 10. The provisions of this Article 296 shall terminate upon the consummation of a Qualifying IPO.
	Additional Conditions to Tag-Along Sales and Drag-Along Sales
297.	1. Notwithstanding anything contained in Article 295 or Article 296, the rights and obligations of the Shareholders to participate in a Tag-Along Sale under Article 295 or a Drag-Along Sale under Article 296 are subject to the additional conditions set forth in this Article 297. 2. Upon the consummation of any Tag-Along Sale or Drag-Along Sale, each of the shareholders of the Company participating therein shall receive the same form and amount of consideration (per Common Equivalent) for the Equity Securities of such shareholder sold pursuant to such Tag-Along Sale or Drag-Along Sale, as applicable. If any shareholder of the Company is given an option as to the form and amount of consideration to be so received, then, so long as permitted under Applicable Law, all shareholders of the Company participating therein will be given the same option. 3. No Shareholder other than RIL shall be obligated to pay any expenses incurred in connection with any unconsummated Tag-Along Sale or Drag-Along Sale, and each other Shareholder shall be obligated to pay RIL only its pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale, but only to the extent that such expenses are incurred for the benefit of all shareholders and are not otherwise paid by the Company or any other Person. 4. No Shareholder is required to agree (unless such shareholder is a Company officer or employee) to any restrictive covenant in connection with the Tag-Along Sale or a Drag-Along Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company or any of its Subsidiaries); 5. In connection with any Tag-Along Sale or Drag-Along Sale, each Shareholder (other than RIL or any of its Affiliates) shall: 5.1. not be required to make any warranties other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to such shareholder's Equity Securities; 5.2. not be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company and its Subsidiaries), or any fraud committed by any other Person, and if such shareholder is held liable for indemnification for the breach of any warranties relating to the Company or its Subsidiaries, (i) each shareholder of the Company participating in such Tag-Along Sale or Drag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (ii) each such shareholder's liability (a) shall not be joint and several with any other Person, but shall be *pro rata* in proportion to the amount of consideration to be paid to such

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	shareholder in connection with such Tag-Along Sale or Drag-Along Sale (as compared to the amount of consideration to be paid to all shareholders of the Company in connection therewith) and (b) shall not exceed a negotiated aggregate indemnification amount that applies equally to all shareholders of the Company participating in such Tag-Along Sale or Drag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such shareholder in connection with such Tag-Along or Drag-Along Sale; 5.3. not be required to incur aggregate liability relating to the Drag-Along Sale, whether for any inaccuracy in or breach of such warranties or covenants or any transaction expenses pursuant to Article 297(3) or otherwise, in excess of the amount of consideration paid to such Shareholder in such Drag-Along Sale; 5.4. be entitled to benefit from all of the provisions of the definitive agreements applicable to RIL (or its Permitted Transferee(s)) as selling security holder(s); and 5.5. be required to bear such Shareholder's pro rata share (in proportion to the amount of consideration to be paid to such Shareholder in such Tag-Along Sale or Drag-Along Sale as compared to all other shareholders of the Company (including RIL)) of any escrows, holdbacks or adjustments in purchase price.
	Right of First Refusal
298.	1. If, at any time from and after the expiration of the Lock-In Period, any Shareholder (other than RIL and its Permitted Transferees) receives from or otherwise negotiates with one or more third parties an offer to purchase for cash any or all of the Equity Securities held by such Shareholder at such time (a "**Third Party Offer**") and such Shareholder intends to pursue the Transfer of such Equity Securities to such third party (or parties), such Shareholder (the "**Offeror**") shall give notice (an "**Offer Notice**") to RIL and to the Company. 2. The Offer Notice shall specify: 2.1. the number and class of Equity Securities subject to the Third Party Offer (the "**Offered Securities**"); 2.2. the cash price per share that such Shareholder proposes to be paid for such Offered Securities (the "**Offer Price**"); 2.3. the identity of the third party (or parties) from which the Third Party Offer has been received and, to the extent known, the ultimate beneficial owner(s) thereof; and 2.4. all other material terms and conditions of the Third Party Offer, including the form of the proposed Transfer agreement, if available. 3. The delivery of an Offer Notice to RIL and the Company shall constitute an offer (the "**ROFR Offer**") by the Offeror to Transfer all of the Offered Securities to RIL for cash at the Offer Price and on the other terms set forth in the Offer Notice (which terms would not include any indemnification or any escrow/holdback). Notwithstanding the foregoing, the Offeror shall be permitted to withdraw any ROFR Offer at any time prior to receipt of RIL's Irrevocable Acceptance Notice. The Offeror shall not be required to make any

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	representations or warranties to RIL in connection with the sale of the Offered Securities, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Offered Securities. 4. If RIL determines to accept a ROFR Offer as to all (but not less than all) of the Offered Securities, it shall do so by delivering an irrevocable notice of acceptance to the Offeror (the "**Irrevocable Acceptance Notice**") (together with a copy thereof to the Company) within fifteen (15) Business Days after receipt of the Offer Notice by RIL (the "**Offer Period**"). If, with respect to the Offered Securities, RIL fails to deliver such an Irrevocable Acceptance Notice to the Offeror (together with a copy thereof to the Company) prior to the expiration of the Offer Period, RIL shall be deemed to have declined the ROFR Offer. 5. If RIL delivers an Irrevocable Acceptance Notice in accordance with Article 298(4) electing to purchase the Offered Securities, RIL shall remit, by wire transfer of immediately available funds to an account designated by the Offeror, the consideration for the Offered Securities within twenty (20) Business Days after the date of such Irrevocable Acceptance Notice; *provided* that, if any Mandatory Consent is required in order to complete the Transfer of the Offered Securities, the time period during which such Transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received. 6. Upon the earlier to occur of (i) the rejection of the offer set forth in the Offer Notice by RIL, (ii) the expiration of the Offer Period without RIL delivering an Irrevocable Acceptance Notice electing to purchase the Offered Securities, and (iii) the failure to obtain any Mandatory Consent that is required in order to complete the Transfer of such Offered Securities, the Offeror shall have a 120-day period during which to effect a Transfer to the third party (or parties) making the Third Party Offer of all (but not less than all) of the Offered Securities on substantially the same or more favourable (as to the Offeror) terms and conditions as were set forth in the Offer Notice and for a price in cash not less than the Offer Price (which 120-day period shall be extended if any Mandatory Consent is required in order to complete such Transfer until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received); *provided* that such Transfer (a) complies with the terms set out in Schedule BN and (b) is not in violation of Applicable Law. If, at the conclusion of such period, the Offeror has not completed the Transfer of all of such Offered Securities in accordance with the foregoing limitations, then the right of the Offeror to Transfer such Offered Securities shall terminate and the Offeror shall again comply with the procedures set forth in this Article 298 with respect to any proposed Transfer of Equity Securities to a third party. 7. Notwithstanding anything contained in this Article 298, the Offeror shall have no liability to RIL or to any other Person due to the Transfer of Equity Securities pursuant to this Article 298 not being consummated for whatever reason. The determination whether to effect a Transfer of Equity Securities pursuant to this Article 298 is in the sole and absolute discretion of the Offeror. 8. The provisions of this Article 298 shall terminate upon the consummation of a Qualifying IPO.
	Permitted Transfers

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299.	1. Notwithstanding any other provision of these Articles, each Shareholder (a "**Transferor**") is permitted to Transfer all or part of its Equity Securities to any Permitted Transferee in accordance with this Article 299 (a "**Permitted Transfer**") and the provisions of Schedule BN. 2. The Transferor shall procure that a Permitted Transfer is on the following terms and subject to the following conditions: 2.1. the Transferor shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee; 2.2. the Transferor shall provide to the Company and each other Shareholder such information as reasonably requested by the Company or any other Shareholder to evidence that the proposed transferee is a Permitted Transferee; 2.3. the Permitted Transferee (if not already bound by the provisions of the Shareholders' Agreement and these Articles) shall execute a Deed of Adherence contemporaneously with the completion of such Permitted Transfer, which Deed of Adherence shall be delivered to the Company and each other Shareholder; and 2.4. the Permitted Transferee shall undertake to promptly Transfer all of the Equity Securities it holds to a Group Undertaking of the relevant Shareholder before it ceases to be a Group Undertaking of such Shareholder. 3. Upon registration of a Permitted Transferee as a holder of Equity Securities, such Permitted Transferee shall have the rights under these Articles of the relevant Transferor, including any consent rights and other rights expressly granted to such Transferor under these Articles (the "**Specified Rights**") as if such Permitted Transferee was expressly named in these Articles instead of the Transferor; *provided, however*, that: (i) if such Transferor continues to own any Equity Securities following such Transfer, then all Specified Rights of such Transferor shall instead remain with such Transferor; and (ii) if a Shareholder Transfers Equity Securities to more than one Permitted Transferee, prior to making any Transfer to a Permitted Transferee that would result in such Shareholder no longer owning any Equity Securities, such Shareholder shall identify the particular Permitted Transferee to whom the Specified Rights of such Shareholder shall be granted. 4. No Permitted Transfer shall relieve a Shareholder of any of its obligations hereunder or enlarge, alter or change any right or obligation of such Shareholder, and such Shareholder shall remain liable in the event of any breach of the Shareholders' Agreement or these Articles by any Permitted Transferee to whom such Shareholder has Transferred any Equity Securities as if such Shareholder had not Transferred any of its Equity Securities to such Permitted Transferee. 5. Each Shareholder shall procure: 5.1. full compliance with the terms of these Articles by each of its Permitted Transferees that hold any Equity Securities; and 5.2. that any rights granted to its Permitted Transferees that hold Equity Securities are exercised jointly by the Shareholder and its Permitted

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	Transferees as one uniform block, and no Permitted Transferee of a Shareholder shall be entitled to any separate or additional rights or benefits. 6. Each Shareholder shall procure that, before any of its Permitted Transferees that holds any Equity Securities ceases to be such Shareholder's Permitted Transferee (or, in the case of Investor, Investor ceases to be a wholly-owned Subsidiary of Parent), or before such Permitted Transferee becomes subject to an Insolvency Event, such Permitted Transferee (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, Investor) shall Transfer all of the Equity Securities it holds to the Shareholder or another of the Shareholder's Permitted Transferees (or, where Investor ceases to be a wholly-owned Subsidiary of Parent, to Parent or a wholly-owned Subsidiary of Parent) and, failing such Transfer taking place, each of the Directors (excluding any independent Directors) and any of them, acting individually, and the Company, are hereby authorised to execute all necessary documents to Transfer the Equity Securities to the relevant Shareholder (or, in the case of Investor, to Parent or a wholly-owned Subsidiary of Parent). For this purpose, each Shareholder hereby irrevocably and unconditionally (and by way of security for the performance of its obligations under this Article 299(6)) appoints each of the Directors (excluding any independent Directors) and any of them, whether appointed on the date of the Shareholders' Agreement or in the future, acting individually, and the Company, as its attorney and on its behalf to execute, deliver and carry out in its name or otherwise on its behalf all Transfers or documents, acts and things that any of them in their sole discretion consider necessary to effect any Transfer that such Shareholder is obliged, but fails, to effect in accordance with this Article 299(6).
	Pre-Emptive Rights
300.	1. The Company shall give each Shareholder notice (an "**Issuance Notice**") of any proposed issuance by the Company of any Equity Securities at least twenty-five (25) Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Equity Securities are to be issued and the other material terms of the issuance. Subject to Article 300(6), each Shareholder shall be entitled to purchase up to such Shareholder's Pro Rata Share of the Equity Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice. 2. Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Equity Securities specified in the Issuance Notice shall deliver notice to the Company (each such notice, an "**Exercise Notice**") of its election to purchase such Equity Securities within fifteen (15) Business Days of receipt of the Issuance Notice (the "**Exercise Notice Period**"). 3. The Exercise Notice shall specify the number of Equity Securities to be purchased by such Shareholder and shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Equity Securities specified in the Exercise Notice; *provided*, however, that Investor shall be permitted to specify in its Exercise Notice that it will purchase the lesser of (i) the number of Equity Securities set forth in its Exercise Notice and (ii) a number of Equity Securities that permits Investor to maintain an ownership percentage in the Company not

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	greater than the CFC Ownership Threshold following the issuance of the Equity Securities described in the Issuance Notice. 4. If, at the termination of the Exercise Notice Period with respect to any proposed issuance of Equity Securities by the Company, any Shareholder shall not have delivered an Exercise Notice to the Company, such Shareholder shall be deemed to have waived its rights under this Article 300 with respect to such issuance of Equity Securities. 5. The Company shall have one hundred twenty (120) days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Equity Securities that the Shareholders have not elected to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice (which 120-day period shall be extended if any Mandatory Consent is required in order to complete the issuance of Equity Securities until the expiration of five (5) Business Days after the last of such Mandatory Consents has been received). If, after the conclusion of such period, the Company proposes to issue any Equity Securities, it shall again comply with the procedures set forth in this Article 300. 6. Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Equity Securities as contemplated by this Article 300 in connection with issuances of Equity Securities: 6.1. to employees of the Company or any of the Company's Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements); 6.2. pursuant to Article 301(3); 6.3. in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction; or 6.4. in a Qualifying IPO. 7. The Company shall not be obligated to consummate any proposed issuance of Equity Securities, nor shall the Company be liable to any Shareholder if the Company has not consummated any proposed issuance of Equity Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notice in respect of such proposed issuance. 8. Notwithstanding anything contained in this Article 300, the closing date of any proposed issuance of Equity Securities to which this Article 300 applies may, at the Company's discretion, occur prior to the expiration of the twenty-five (25)-Business Day period contemplated by Article 300(1); *provided* that in such case, each Shareholder shall continue to have the right to exercise its rights under this Article 300 by delivering an Exercise Notice within fifteen (15) Business Days of the receipt of the applicable Issuance Notice to acquire from the Company (or, as determined by the Company, from the purchasers of the Equity Securities so issued) the number of Equity Securities to which such Shareholder would be entitled pursuant to this Article 300 at the price and on the terms specified in the Exercise Notice. 9. The provisions of Articles 300(1) through and including Article 300(8) shall not apply to any issuance of (a) any Equity Shares upon the conversion, in accordance with the Preference Terms, of (i) any Optionally Convertible Preference Shares; or (ii) any Compulsorily Convertible Preference Shares

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	outstanding on the date of the Shareholders' Agreement; or (b) any Equity Shares issued upon "Completion" (as defined in the relevant Investment Transaction Document) of any Investment Transaction Document; or (c) any Equity Shares issued to any New Investor in connection with any Incremental Equity Financing, or issued to RIL and sold to any New Investor in connection with any Conversion Share Sale, in each case, as contemplated under, and subject to the conditions set forth in, Article 302. 10. The provisions of this Article 300 shall terminate upon the consummation of a Qualifying IPO
	Initiation of a Qualifying IPO
301.	1. At any time following the date of the Shareholders' Agreement, RIL shall have the right to cause the Company to consummate a Qualifying IPO. If RIL notifies the Company and each other Shareholder in writing that RIL intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**RIL Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by RIL or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 2. At any time after the delivery of an RIL Initiation Notice but prior to the closing of a Qualifying IPO pursuant thereto, RIL may request by written notice to the Company and each other Shareholder the deferral or termination of the Qualifying IPO and, upon receipt of such a request from RIL, the Company shall defer the consummation of the Qualifying IPO for the period specified by RIL or terminate the Qualifying IPO, as applicable; *provided* that if RIL terminates the Qualifying IPO, RIL shall not deliver another RIL Initiation Notice until six (6) months after the date of such termination. 3. If any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares remain outstanding immediately prior to the completion of a Qualifying IPO, the Parties shall ensure that, concurrently with or immediately prior to the completion of the Qualifying IPO, (i) first, the Company undertakes conversion of such Optionally Convertible Preference Shares into Equity Shares, and (ii) second and last, the Company undertakes the conversion of such Compulsorily Convertible Preference Shares, into Equity Shares, in a manner whereby Investor and its Group Undertakings do not exceed the CFC Ownership Threshold. RIL, Investor and the Company shall cooperate to ensure that all such conversions occur on the same day. 4. If a Qualifying IPO has not been completed on or prior to November 23, 2024, Investor shall have the right to require the formation of a strategic IPO committee (the "**IPO Committee**"). The IPO Committee shall comprise the

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	following: (a) two (2) RIL Directors; (b) three (3) independent Directors; (c) the Investor Director (for so long as Investor continues to satisfy the Minimum Ownership Threshold); and (d) up to two (2) Directors appointed by Facebook and/or by New Investors as contemplated by Article 302(7). 5. The IPO Committee shall direct and supervise the conduct of a Qualifying IPO. Decisions of the IPO Committee shall require the consent of a majority of the members thereof. 6. The IPO Committee may, at its discretion, appoint one or more internationally recognized investment banks to act as global coordinator(s) for a Qualifying IPO. The engagement of such global coordinator(s) shall be on financial and other terms customary in the industry, and all fees and expenses of such global coordinator(s) shall be borne by the Company. 7. Should (i) the IPO Committee determine to pursue a Qualifying IPO or (ii) any shareholder (other than RIL) with the right to cause a Qualifying IPO determine to exercise such right (any such shareholder, an "**Exercising Shareholder**"), the Company and each Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cooperate with the IPO Committee (and any global coordinator(s) appointed by such committee) or such Exercising Shareholder, as applicable, to cause a Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by the IPO Committee or such Exercising Shareholder, as applicable, or the global coordinator(s) of such Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 8. If a Qualifying IPO has not been completed on or prior to 23 November 2028, Investor shall have the right, from and after such date, to cause the Company to consummate a Qualifying IPO. If Investor notifies the Company and each other Shareholder in writing that Investor intends to exercise its rights hereunder to cause a Qualifying IPO (such notice, the "**Investor Initiation Notice**"), the Company and each other Shareholder, and their respective Controlled Affiliates, shall use their reasonable endeavours to cause such Qualifying IPO to occur, and take all actions customarily required in connection with the conduct and consummation of such a Qualifying IPO, including by: (1) effecting any reorganization of the Company reasonably necessary or advisable in preparation therefor, preparing and signing the relevant offer documents, (2) assistance in conducting road shows, (3) entering into appropriate and necessary agreements as are customary, (4) providing all information and documents necessary to prepare the offer documents, (5) making the relevant filings with appropriate Governmental Authorities, (6) providing all such assistance in furtherance of such Qualifying IPO as reasonably requested by Investor or the global coordinator(s) of such

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	Qualifying IPO, and (7) causing their respective appointees on the Board to take or approve any other action required to effect such Qualifying IPO. 9. A Qualifying IPO initiated pursuant to Article 301(8) shall be deferred or terminated only upon the delivery of a written notice to the Company signed by at least each of Investor and RIL (and the Company shall defer the consummation of the Qualifying IPO for the period specified in such notice or terminate the Qualifying IPO, as applicable); *provided* that if any notice is duly delivered pursuant to this Article 301(9), Investor shall not deliver another Investor Initiation Notice until six (6) months after the date of such termination. 10. Investor and each New Investor (and their respective nominee Directors on the Board and the IPO Committee, as applicable) shall reasonably cooperate with each other and the 'Investor' as defined under Part B, Part C, Part D, Part E, Part F, Part G, Part H, Part I, Part J, Part K, Part L and Part M of these Articles, respectively, in (i) the exercise by Investor of its rights under Articles 279(5), (ii) the exercise by 'Investor' as defined under Part B of these Articles of its rights under Articles 57(4) and 57(8) of Part B of these Articles, (iii) the exercise by 'Investor' as defined under Part C of these Articles of its rights under Articles 78(5) of Part C of these Articles, (iv) the exercise by 'Investor' as defined under Part D of these Articles of its rights under Articles 98(5) of Part D of these Articles, (v) the exercise by 'Investor' as defined under Part E of these Articles of its rights under Article 118(5) of Part E of these Articles, (vi) the exercise by 'Investor' as defined under Part F of these Articles of its rights under Article 138(5) of Part F of these Articles, (vii) the exercise by 'Investor' as defined under Part G of these Articles of its rights under Article 158(5) of Part G of these Articles, (viii) the exercise by 'Investor' as defined under Part H of these Articles of its rights under Article 178(5) of Part H of these Articles, (ix) the exercise by 'Investor' as defined under Part I of these Articles of its rights under Article 198(5) of Part I of these Articles, (x) the exercise by 'Investor' as defined under Part J of these Articles of its rights under Article 218(5) of Part J of these Articles, (xi) the exercise by 'Investor' as defined under Part K of these Articles of its rights under Article 238(5) of Part K of these Articles, (xii) the exercise by 'Investor' as defined under Part L of these Articles of its rights under Article 259(5) of Part L of these Articles, (xiii) the exercise by 'Investor' as defined under Part M of these Articles of its rights under Article 279(5) of Part M of these Articles and (xiv) the exercise by any New Investor of any similar rights extended to such New Investor in accordance with the Shareholders' Agreement and these Articles. 11. The Equity Securities held by Investor and its Permitted Transferees shall not be subject to any "lock in" as "promoter shares." Neither Investor nor any of its Permitted Transferees is a promoter of the Company and no such Person shall be represented as a promoter in any regulatory or other filing by the Company and RIL with any Governmental Authority and neither Investor nor any of its Permitted Transferees shall provide any representations or warranties as a promoter of the Company for the purposes of the Qualifying IPO.
	Permitted Share Transactions
302.	1. At any time during the Permitted Share Transaction Period, the Company and its Affiliates may enter into one or more agreements in connection with one or more Incremental Equity Financings, and RIL and its Affiliates may enter into one or more agreements in connection with one or more Conversion Share

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	Sales, in each case with one or more third parties (each such third party that acquires Equity Securities in a Permitted Share Transaction, a "**New Investor**"), and one or more Affiliates of any such New Investor, and in each case, if and only if, each Incremental Equity Financing and each Conversion Share Sale (each, individually, a "**Permitted Share Transaction**") satisfies the applicable conditions set forth in this Article 302, and provided that: 1.1. in the case of any Incremental Equity Financing, such Incremental Equity Financing is completed on or prior to 5:00pm IST on 31 March 2021; and 1.2. in the case of any Conversion Share Sale, subject to Article 306(2), such Conversion Share Sale is completed on or prior to 5:00pm IST on 30 June 2021. 2. Each Incremental Equity Financing shall (in addition to the conditions set forth in Article 302(1.1), Article 302(5) and Article 302(8)) satisfy each of the following conditions: 2.1. the proceeds from such financing shall be applied by the Company to redeem that number of Optionally Convertible Preference Shares held by RIL, at the OCPS Redemption Price (each such Optionally Convertible Preference Share redeemed using the proceeds of such Incremental Equity Financing, a "**Redeemed OCPS**") such that the aggregate number of Equity Shares issued in such financing equals the aggregate number of Equity Shares into which all of the Redeemed OCPSs were convertible on the date of the Shareholders' Agreement (it being understood that any proceeds from such financing received by the Company in excess of the amount required to redeem the Redeemed OCPSs shall be retained by the Company and may be used by the Company for its general corporate purposes); and 2.2. the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of such financing and the redemption of the Redeemed OCPSs referred to in Article 302(2.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such financing. 3. Each Conversion Share Sale shall (in addition to the conditions set forth in Article 302(1.2), Article 302(5) and Article 302(8)) satisfy each of the following conditions: 3.1 the Equity Shares sold to the New Investor in such sale shall consist solely of that number of Equity Shares into which the Optionally Convertible Preference Shares held by RIL have been converted in accordance with the Preference Terms in connection with such sale ("**Conversion Shares**"); and 3.2 the issued equity share capital of the Company determined on a Fully Diluted basis immediately following the completion of the issuance of Equity Shares to RIL as contemplated by Article 302(3.1) shall be equal to the issued equity share capital of the Company determined on a Fully Diluted basis as of immediately prior to the completion of such sale. 4. In the event the Company proposes to enter into an agreement with a New Investor in connection with an Incremental Equity Financing in accordance with Article 302(2), RIL may elect instead to enter into an agreement with such New

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	Investor in connection with, and complete, a Conversion Share Sale. If RIL so elects, the Company will cooperate with RIL, including by converting into Equity Shares that number of RIL's Optionally Convertible Preference Shares as is necessary to permit RIL to sell the agreed number of Equity Shares resulting from such conversion to the New Investor in connection with such Conversion Share Sale. Nothing in this Article 302(4) shall relieve RIL or the Company (or their Affiliates) of their obligations in connection with such Conversion Share Sale under these Articles, including Articles 302(3), 302(5), 302(6) and 302(8). 5. Each Permitted Share Transaction entered into after the date of the Investment Agreement shall (in addition to the conditions set forth in Article 302(1), as applicable, and Article 302(2) or Article 302(3), as applicable, and Article 302(8)) satisfy each of the following conditions: 5.1. the Equity Securities to be issued or sold, as applicable, in such share transaction shall consist of Equity Shares only and such Equity Shares shall: 5.1.1. be issued or sold, as applicable, at a price (per Equity Share) not less than: (a) in the case of any New Investor that is a Strategic Investor, the greater of (x) the Original Issue Price, and (y) the fair market value of such Equity Shares as at the date of completion of the share transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule BO; provided that, if such share transaction occurs on a date that is within twelve (12) months following the date of the Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule BO; and (b) in the case of any New Investor that is not a Strategic Investor, the greater of (x) the Financial Investor Floor Price and (y) the fair market value of such Equity Shares as at the date of completion of the share transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule BO; provided that, if such share transaction occurs on a date that is within twelve (12) months following the date of the Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule BO; 5.1.2. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any economic or voting rights (including dividend rights, conversion rights, redemption rights, rights to repayment of capital and rights to participate in any surplus) that are senior or preferential to such rights attaching to the Subscription Shares (as defined in the Investment Agreement), other than providing the New Investor(s) with additional consent rights over matters in compliance with Article 302(5.1.3) below;

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	5.1.3. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any consent, veto or similar right (whether at the Board or shareholder level) over any matter other than the Reserved Matters, *unless* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant the same right to Investor without adversely impacting any other Reserved Matter (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 302(5.1.3); 5.1.4. not attach (and the Constitutional Documents of the Company do not and shall not grant or provide for) any non-economic, non-voting right (including any governance right, information right, tag-along right, transfer right, exit right, anti-dilution, registration right or liquidity right) that (i) is senior or preferential to, or (ii) is otherwise more favourable to the New Investor(s) (other than in an immaterial respect) than, any of the rights granted to Investor under the Shareholders' Agreement and these Articles, *unless,* concurrent with completion of such share transaction, the Company and RIL amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional right to Investor (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 302(5.1.4); and 5.1.5. attach (and the Constitutional Documents of the Company do and shall impose) obligations and restrictions that are at least as restrictive as, and are otherwise not more favourable (other than in an immaterial respect) to the New Investor(s) than, the obligations and restrictions imposed on Investor under these Articles and the Shareholders' Agreement (including the Lock-In Period and other restrictions on Transfers of Equity Securities, obligations under Articles 296, 297 and 298, non-solicitation obligations, confidentiality obligations and restrictions on Announcements) unless Investor and RIL agree to remove or amend the obligation or restriction on Investor (in which case Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Company's Constitutional Documents and the Shareholders' Agreement to give effect to this Article 302(5.1.5)), *provided that*, for the avoidance of doubt, in making any comparison called for under this Article 302(5.1), the rights granted, and obligations and restrictions imposed in respect of the Equity Shares to be issued or sold, as applicable, in the relevant share transaction shall be compared to those granted and imposed, as applicable, in respect of Investor's Equity Shares; and Investor may elect in writing to forego any of the additional rights granted to a New Investor in any share transaction referred to in this Article

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	302(5.1), and, if Investor so elects, (1) it shall not be a violation of this Article 302(5.1) if the Shareholders' Agreement and the Constitutional Documents of the Company are not amended concurrently with the completion of such share transaction to grant any such foregone additional right to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 302(5.1), Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the Shareholders' Agreement and the Constitutional Documents of the Company to grant such additional rights to such New Investor; and 5.2. such share transaction shall not result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis); and 5.3. no Permitted Share Transaction shall be entered into after the expiration of the Permitted Share Transaction Period. 6. Without in any way limiting any rights that Investor may have in connection with any Permitted Share Transaction, including pursuant to Article 302(8) or Article 303, entered into after the date of the Investment Agreement, and in order to confirm the Company's compliance with this Article 302, the Company shall: 6.1. notify Investor of each Permitted Share Transaction in writing at least twenty (20) Business Days prior to the completion of such Permitted Share Transaction and, as soon as practicable thereafter, provide to Investor's internal and external legal counsel for their review (i) a certification as to (a) the type of Permitted Share Transaction being undertaken, (b) the price per Equity Share payable by any New Investor pursuant to such Permitted Share Transaction; and (c) the number and types of Equity Securities being issued, sold, converted, and/or redeemed in such Permitted Share Transaction, (ii) a substantially final draft of the shareholders agreement to be entered into with any New Investor in connection with such Permitted Share Transaction (each such agreement, a **"New Investor Shareholders' Agreement**"), if applicable, (iii) a substantially final draft of the amended and restated Constitutional Documents of the Company, if applicable and (iv) a spreadsheet in substantially the same form as the Model Spreadsheet (as defined in the Investment Agreement) (a) setting forth the number and type of Equity Securities being issued, sold, converted, and/or redeemed in such Permitted Share Transaction and the prices at which such issuances, sales, conversions and/or redemptions are to be effected in such Permitted Share Transaction, and (b) illustrating the effect of such Permitted Share Transaction on the issued and outstanding share capital of the Company and calculating Investor's ownership percentage of the total combined voting power of all classes of stock of the Company entitled to vote and of the total value of shares of all classes of stock of the Company prior to and following the consummation of such Permitted Share Transaction; and 6.2. no more than five (5) Business Days after the completion of each Permitted Share Transaction, provide to Investor's external and internal legal counsel a copy of the execution version of the document(s) referred to in Article 303(6.1(ii)) and Article 303(6.1(iii)) and the final version of the

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	spreadsheet referred to in Article 303(6.1(iv)) for their review (and Investor hereby consents to the disclosure of the Shareholders' Agreement and the Restated Charter Documents (as defined in the Investment Agreement) to the external and internal legal counsel of any potential New Investor that has agreed to maintain the confidentiality of the Shareholders' Agreement and the Restated Charter Documents for review by such external and internal legal counsel). 7. In connection with any Permitted Share Transaction and/or the "Completion" (as defined in the relevant Investment Transaction Document) of, or as required under, any Investment Transaction Document, the Company and/or any of its Subsidiaries may: 7.1. enter into one or more commercial agreements with an Affiliate of Facebook or any New Investor (or any one or more of its Affiliates), it being understood that RIL or any of its Affiliates (including, for the avoidance of doubt, the Company and any of its Subsidiaries) may also be bona fide parties to such commercial agreements; and 7.2. amend the Company's Constitutional Documents: 7.2.1. to the extent that such amendments do not adversely affect Investor's rights or obligations under these Articles, the Shareholders' Agreement or the other Transaction Documents, other than in an immaterial respect, or 7.2.2. to incorporate any of the following rights: (a) the appointment of up to two (2) Directors by Facebook and/or one or more New Investors, *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Director; (b) the appointment of up to two (2) Board observers by Facebook and/or one or more New Investors, *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Board observer; (c) the granting, to Facebook, of the right to appoint a member of the Audit Committee on a rotational basis (as contemplated by Article 291(22)); (d) the appointment of up to two (2) Directors to the IPO Committee (and the right to require the formation of the IPO Committee) by Facebook and/or one or more New Investors (without granting any such Director any unique rights or authority with respect thereto), *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Director to the IPO Committee; (e) the granting of consent rights to one or more New Investors in a manner that satisfies the requirements set forth in Article 302(5.1.3); and

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	(f) the granting to one or more New Investors of the right to cause a Qualifying IPO and any other rights granted in its capacity as a minority investor of the Company (including any board committee membership rights or any non-competition or non-solicitation covenants on the part of RIL or its Affiliates), in each case, in a manner that satisfies the requirements set forth in Article 302(5.1.2) and Article 302(5.1.4), and corresponding changes shall be made to the Shareholders' Agreement and these Articles. Each of the Shareholders shall exercise all voting and other rights and powers available to them and shall do all things and sign all documents as may otherwise be necessary, including to procure the amendment of the relevant provisions of the Company's Constitutional Documents, to give effect to a Permitted Share Transaction effected as contemplated by, and subject to the terms and conditions set forth in, this Article 302. 8. No dilution of any Shareholder (other than RIL or any of its Permitted Transferees) shall occur as a result of any Permitted Share Transaction (after taking into account the redemption and/or conversion of any Optionally Convertible Preference Shares in connection with such Permitted Share Transaction). 9. Without limiting the generality of Article 302(5), and for the avoidance of doubt, if the Company and/or any of its Subsidiaries enters into any amendment of any provision of (i) the Facebook Shareholders' Agreement and/or Part B of these Articles (other than in relation to any amendment to the Facebook Shareholders' Agreement and/or Part B of these Articles that is required pursuant to Clause 15 of the Facebook Shareholders' Agreement arising out of or in connection with the execution and/or performance of the Shareholders' Agreement and/or Part N of these Articles and/or any amendments thereto or hereto), (ii) any other shareholders' agreement forming part of the Investment Transaction Documents and/or the corresponding sections of these Articles, or (iii) any New Investor Shareholders' Agreement and/or any corresponding section of these Articles (each of (i), (ii) or (iii), a "**Specified Amendment**") then, to the extent that such Specified Amendment grants to Facebook or any New Investor any right that is senior or preferential to, or otherwise more favourable than the rights granted to Investor (including by reducing the obligations of any such Person) (in each case, other than in an immaterial respect) under the Shareholders' Agreement and these Articles, then, the Company and RIL shall agree to, and vote in favour of, as the case may be, a corresponding amendment of the provisions of the Shareholders' Agreement and these Articles (and Investor shall exercise all rights and powers available to it and shall do all things and sign all documents as are necessary to amend the provisions of the Shareholders' Agreement and these Articles to give effect to this Article 302(7)). Investor may elect in writing to forego any of the additional rights (including any reduction of an obligation) granted by any Specified Amendment, and, if Investor so elects, (1) it shall not be a violation of this Article 302(7) if the provisions of the Shareholders' Agreement and these Articles are not amended concurrently with such Specified Amendment to grant any such foregone additional right (including any reduction of an obligation) to Investor, and (2) provided that the Company has otherwise complied with the requirements of this Article 302, Investor shall exercise all rights and powers available to it and shall do all things and sign all documents

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	as are necessary to amend these Articles to give effect to such Specified Amendment.
	Reserved Matters
303.	1. The approval of any Reserved Matter shall require: 1.1. For so long as Investor, together with its Group Undertakings, continues to meet the Minimum Ownership Threshold, a written consent signed by Investor; and 1.2. Irrespective of the Aggregate Shares of RIL at any time a written consent signed by RIL. 2. In respect of any Reserved Matter approved in accordance with this Article 303, if and to the extent Applicable Law requires approval by a General Meeting for the Company to take an action that is necessary in order to implement such Reserved Matter, then the Board shall convene a General Meeting before such action is taken. At such General Meeting, each Shareholder shall, and shall procure that its Group Undertakings that hold any Equity Securities shall, vote all of its Equity Securities or execute proxies or written consents, as the case may be, and take all other necessary actions to approve the relevant action that is necessary for the implementation of such Reserved Matter in accordance with the terms on which that Reserved Matter was approved. 3. Where a General Meeting is required under Applicable Law in order for the Company to take any actions necessary to implement a Reserved Matter that has been approved in accordance with this Article 303, the Shareholders undertake to cause the Company to send notice and to hold a General Meeting as soon as reasonably practicable (having regard to any reasonable logistical constraints affecting a Shareholder) after such Reserved Matter is duly approved or it becomes apparent that the relevant action needs to be taken in order to implement the Reserved Matter, and each of the Shareholders shall provide any required consents to short notice as may be required under Applicable Law for this purpose. 4. The Company shall not take any action (including any action by the Board or any committee thereof), nor shall it permit its Subsidiaries to take any action, to implement any Reserved Matter, without the requisite approval for such Reserved Matter having been duly granted in accordance with Article 303(1). 5. Any monetary threshold specified in any Reserved Matter shall be applicable at such time a binding obligation is entered into in respect of such Reserved Matter, taking in account the then-applicable Exchange Rate. 6. Where a proposed course of action requires Reserved Matter approval under more than one paragraph in Schedule BM, the relevant Reserved Matter shall be considered approved for the purposes of all relevant paragraphs in Schedule BM if any such paragraph is specifically referenced in the terms of the Reserved Matter approval that is granted. 7. The provisions of this Article 303 shall terminate upon the consummation of a Qualifying IPO.
	Deadlock

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304.	1. If the Shareholders (at a General Meeting) are unable to approve or otherwise agree on any Reserved Matter in accordance with Article 303, the matter shall be considered to be in "**Deadlock**", and the Deadlock may initially be referred by RIL or Investor for resolution to the representatives of RIL and Parent as specified in the Shareholders' Agreement (together, the "**Initial Deadlock Representatives**") by serving a written notice to the other (the "**Deadlock Notice**"). Following the serving of such Deadlock Notice, the Initial Deadlock Representatives will use reasonable endeavours to attempt to resolve the Deadlock (if possible). The Board and the Shareholders shall promptly take any action jointly recommended to it by the Initial Deadlock Representatives. 2. If, after referral to the Initial Deadlock Representatives in accordance with Article 304(1), the matter is not resolved for any reason within forty-five (45) calendar days from the Deadlock Notice, the Shareholders may agree to submit the Deadlock to the Chief Executive Officers of each of RIL and Parent for resolution of the Deadlock, who shall use reasonable endeavours to attempt to resolve the Deadlock (if possible) within thirty (30) calendar days from the aforementioned forty-five (45) day period. The Board and the Shareholders shall promptly take any action jointly recommended to it by such officers. 3. For the avoidance of doubt, unless and until a Deadlock is resolved, the Company shall comply with its obligations under Article 303(4).
	Default; Remedies
305.	1. If any of the following (each, a "**Default**") shall occur in relation to a Shareholder, such Shareholder shall be deemed to be a "**Defaulting Party**": 1.1. a Shareholder fails to comply with Article 294 in respect of the Transfer of any Equity Securities or materially breaches the provisions of these Articles; 1.2. a Shareholder becomes a Sanctioned Person or owned or Controlled by a Sanctioned Person; 1.3. a Shareholder or any Director nominated for appointment by it causes the Company to take any action which requires approval as a Reserved Matter without the requisite Reserved Matter approval having been duly obtained in accordance with these Articles, in each case, where such Default has not been remedied to the satisfaction of the other Shareholder (the "**Non-Defaulting Party**"), acting reasonably, within thirty (30) Business Days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring remedy of the Default (a "**Notice of Default**"). 2. If a Default has not been remedied to the satisfaction of the Non-Defaulting Party, acting reasonably, within thirty (30) Business Days of receipt by the Non-Defaulting Party of a Notice of Default, then, notwithstanding any other provision of these Articles, the Defaulting Party shall cease to be entitled to receive any dividends, distributions or other similar payments in respect of its Equity Securities. For this purpose, the Defaulting Party undertakes to pay to the Company an amount equal to all amounts that are from time to time payable by the Company to such Defaulting Party in connection with any dividend, distribution or other payment in respect of its Equity Securities, and

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	the Company shall set-off the amounts owed to the Company by the Defaulting Party pursuant to this undertaking to pay against the amounts so payable by the Company to the Defaulting Party. 3. The rights of the Non-Defaulting Party under this Article 305 are cumulative and not mutually exclusive, and shall be in addition to (and shall not in any way limit or prejudice), any remedies available to the Non-Defaulting Party otherwise than under this Article 305 (howsoever arising).
	OCPS and CCPS Matters
306.	1. For so long as any Optionally Convertible Preference Shares remain outstanding: 1.1. Neither RIL nor any of its Permitted Transferees shall exercise any voting rights attaching at any time to any Optionally Convertible Preference Shares; and 1.2. if, at any time, any fact, event, occurrence or circumstance occurs or exists that would, or would reasonably be expected to, result in any preferential right to the repayment of capital, liquidation preference or similar preferential right attaching or accruing to any Optionally Convertible Preference Shares being triggered, becoming exercisable or enforceable or otherwise becoming due or owing, then RIL, its Permitted Transferees and the Company shall take all actions necessary to cause all such outstanding Optionally Convertible Preference Shares to immediately (and in any event with effect prior to any such preferential right or preference being triggered, becoming exercisable or enforceable or otherwise becoming due or owing) convert into Equity Shares in accordance with the Preference Terms. 2. All Optionally Convertible Preference Shares that remain outstanding as of 5:00pm IST on 31 March 2021, shall be converted by the Company into Equity Shares on such date in accordance with their terms; *provided*, however, that that number of Equity Shares into which such Optionally Convertible Preference Shares are so converted may be sold by RIL and/or any of its Affiliates pursuant to one or more agreements entered into with one or more New Investors during the Permitted Share Transaction Period in connection with one or more Conversion Share Sales completed in accordance with Article 302 (and any such Equity Shares so sold shall be deemed to be "Conversion Shares" for all purposes hereunder). 3. For clarity, and notwithstanding anything herein to the contrary, in no event shall RIL be permitted to sell Equity Shares during the Lock-In Period where such sale would result in RIL's Aggregate Shares falling to below sixty-four point four four percent (64.44%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis).
	Future Funding
307.	If the Board resolves, at any time prior to a Qualifying IPO, that the Company or any of its Subsidiaries requires further working capital or other funds ("**Additional Funding**"), then the Board may seek such Additional Funding from third party equity investors by means of a Qualified Equity Financing or through third party debt financing. If the Board determines that such third party funding is

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	not available on acceptable terms or that it is not in the best interests of the Company and its Subsidiaries to obtain such third party funding, then RIL shall provide such Additional Funding to the Company through one or more Qualified Equity Financings at a price per Equity Share of not less than the greater of (i) the Original Issue Price and (ii) the fair market value of an Equity Share as at the date of completion of the financing transaction, as determined by an Independent Valuer in accordance with the requirements, and based on the factors, set forth in Schedule BO; *provided* that, if such financing transaction occurs on a date that is within twelve (12) months following the date of the Shareholders' Agreement, the fair market value may be determined by the Board acting in good faith based on the factors set forth in Schedule BO; *provided further*, *however*, that RIL shall not be obligated to provide, in the aggregate, more than two-hundred twenty-four billion six hundred forty million Indian Rupees (224,640,000,000 INR) in Additional Funding.
	Termination
308.	1. The provisions of Part N of these Articles: 1.1. shall terminate automatically in respect of a Shareholder upon such Shareholder (and, for the avoidance of doubt, all of its Group Undertakings and nominees who hold Equity Securities) ceasing to hold Equity Securities; and 1.2. may otherwise be terminated only by a written agreement signed by each of the Parties; and 1.3. shall terminate automatically upon the consummation of a Qualifying IPO. 2. The termination of Part N of these Articles shall not: 2.1. discharge a Party from its rights, obligations or liabilities arising from any prior breach by such Party or that otherwise accrued prior to termination; or 2.2. affect Article 290, Article 309 or this Article 308, which shall remain in full force and effect and continue to bind the Parties. 3. If Part N of these Articles terminate in respect of a Shareholder in accordance with Article 308(1.1), that Shareholder shall at its own expense, remove all of the Directors nominated for appointment by it and, if requested by any other Shareholder, do all things and sign all documents as may otherwise be necessary to exercise its rights, as far as it lawfully can, to ensure the removal, resignation or dismissal of all such Directors in a timely manner.
	Further Assurances
309.	Each of the Parties shall perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by Applicable Law or as may be necessary or reasonably requested by the other Parties for giving full effect to these Articles and securing to the other Parties the full benefit of the rights, powers and remedies conferred upon them by these Articles.
	Tax Matters

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310.	1. The Company (or such professional advisers as the Company may select) shall be responsible for the preparation of and submission of all notices, elections claims, returns and computations, the preparation and submission of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters relevant to the Tax position of the Company. The Parties shall cooperate (including, without limitation, providing information and/or documents) to such extent as may reasonably be requested in connection with the making of any such notices, elections, claims, returns, computations and correspondence or the carrying out of any such negotiations or entering into of any such agreements. 2. The Company shall co-operate to such extent as may reasonably be requested by any Shareholder or any of its Group Undertakings in connection with the preparation of and submission by the Shareholder or any of its Group Undertakings of all notices, elections, claims, returns and computations submitted to any Tax Authority, and the preparation and submission by such Person of all correspondence relating to such notices, elections, claims, returns and computations and the negotiation and agreement of all matters (in each case for Tax purposes); *provided* that any cooperation with respect to U.S. tax matters will be governed exclusively by the provisions of Schedule NP; and *provided*, *further*, that nothing herein shall require the Company to produce any information unless the Company already has such information in its possession or can obtain such information by using commercially reasonable efforts and without incurring material costs. 3. Each Shareholder shall be solely responsible for compliance by it (and its Group Undertakings) with any Applicable Law relating to Taxes. For the avoidance of doubt, where any Shareholder Transfers all or part of its Equity Securities to any other Person pursuant to the Shareholders' Agreement, nothing in the Shareholders' Agreement shall require the transferee to bear, or to reimburse the relevant transferor, or its Affiliates for, any Tax imposed on or calculated by reference to the income, profit or gains received or receivable by such transferor in connection with that Transfer (whether under the Income Tax Act or otherwise), and the transferee shall be entitled to withhold Tax in accordance with Applicable Laws on any payment payable to such transferor in connection with such transfer of Equity Securities. 4. The Company shall not file with the U.S. Internal Revenue Service an election to be treated as a partnership for United States federal income tax purposes without the consent of Investor, except that the Company may file an entity classification election without such consent in connection with a reorganization under section 368 of the Code in which the members exchange their interests in the Company for stock or equity interests in any entity that is classified as a corporation for United States federal income tax purposes. 5. No less than thirty (30) days before making any proposed change to its capital structure that could reasonably be expected to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold (for example, a redemption of Equity Securities from any holder other than Investor or its Permitted Transferees), the Company shall provide written notice of such proposed change (the "**Capital Structure Change Notice**") to Investor. Investor shall have fifteen (15) days from the date of receipt of such Capital Structure Change Notice to request that the Company refrain from making

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	such capital structure change, or that the Company modify such capital structure change, in each case, so as not to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold (the "**Capital Structure Change Objection Notice**"). If Investor does not provide such Capital Structure Change Objection Notice as aforesaid, the Company shall be free to proceed with the capital structure change as proposed. If Investor provides such Capital Structure Change Objection Notice as aforesaid, the Parties shall reasonably cooperate, and each Party shall use commercially reasonable efforts, to undertake such capital structure change in a manner so as not to cause Investor and its Group Undertakings collectively to hold Equity Securities and other interests in the Company exceeding the CFC Ownership Threshold. Nothing in this Article 310(5) shall derogate from the Company's obligations under Article 302 or otherwise under these Articles. 6. No less than thirty (30) days before making any proposed change to its business operations (or the business operations of its Subsidiaries) that could reasonably be expected to cause its and its Subsidiaries' combined income to consist primarily of (i) dividends, interest, royalties, rents, and annuities (other than royalties or rents received with respect to assets that the Company or a Subsidiary developed or added substantial value to through its own employees), (ii) gains from the sale or exchange of property (other than property held for sale to customers in the ordinary course of business or used in the ordinary course of business); (iii) gains from commodities transactions, (iv) foreign currency gains; or (v) other income of a similar kind, the Company shall provide written notice of such proposed change (the "**Business Income Change Notice**") to Investor. Investor shall have fifteen (15) days from the date of receipt of such Business Income Change Notice to request that the Company refrain from making such change, or that the Company modify such change, in each case, so as not to cause the Company (or any Subsidiary) to be treated as a "passive foreign investment company" as defined in Section 1297(a) of the Code (a "**PFIC**", and such request, the "**Business Income Change Objection Notice**"). If Investor does not provide such Business Income Change Objection Notice as aforesaid, the Company shall be free to proceed with the change to its business operations as proposed. If Investor provides such Business Income Change Objection Notice as aforesaid, the Parties shall reasonably cooperate, and shall use commercially reasonable efforts, to undertake such change in a manner so as not to cause the Company (or any Subsidiary) to be treated as a PFIC. Nothing in this Article 310(6) shall require the Company or any Subsidiary to take any action that would interfere with the business operations (including the proposed change to such business operations) of the Company or any Subsidiary, or would result in any material loss or expense or loss of new business opportunities to the Company or any Subsidiary.
	Anti-Bribery, Anti-Money Laundering and International Trade Compliance Policies
311.	1. The Company shall implement, maintain and enforce the ABC Policies and Procedures and ensure that they are reasonably designed to ensure their compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws and to provide reasonable assurances that their respective officers, directors, employees and third parties acting on their behalf will act in

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	compliance with Anti-Bribery, Anti-Money Laundering and International Trade Laws. 2. Each Party undertakes to each other that for as long as it is a party to the Shareholders' Agreement: 2.1. it will not, and to the extent it is legally able it will use reasonable endeavours to procure that its Group Undertakings contractually agree not to, engage in any conduct that would violate or cause the Company to violate any applicable Anti-Bribery Law, Anti-Money Laundering Law or International Trade Laws; and 2.2. where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon: (a) becoming aware of any material failure by such Party or any of its Group Undertakings to comply with Article 311(2.1); or (b) becoming aware of any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of Anti-Bribery Law by such Party or any Group Undertaking of such Party in connection with the Shareholders' Agreement or the Business and, except for any information subject to legal privilege, such Party shall use reasonable efforts to keep the other Parties informed as to the progress of such investigation or proceeding. 3. The Company shall implement and maintain sufficient policies and procedures to identify and address the risks of forced labor, slavery, questionable labor sourcing practices, and poor worker health and safety and environmental management practices at its facilities. 4. The Company shall comply with the covenants and undertakings set forth in this Article 311 and on Schedule PQ.

SCHEDULE BK: DEFINITIONS

Capitalized terms used in Part N of these Articles shall have the meanings ascribed to them as follows:

"**ABC Policies and Procedures**" means the policies and procedures set out in Schedule 8 of the Shareholders' Agreement;

"**Act**" means the (Indian) Companies Act, 2013;

"**Additional Funding**" has the meaning given to it in Article 307;

"**Affiliate**" means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly Controls, is Controlled by or is under common Control with such Person; *provided* that, unless expressly stated otherwise, neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of Investor or any of its Group Undertakings for any purpose hereunder;

"**Aggregate Shares**" means, with respect to any Person, the total number of outstanding Common Equivalents owned, directly or indirectly (without duplication), by such Person and its Group Undertakings and Permitted Transferees as of the date of such calculation;

"**Alternate Director**" has the meaning given to it in Article 291(24);

"**Announcement**" means any public announcement, communication or circular concerning the existence, subject matter or terms of the Shareholders' Agreement, the transactions contemplated by it, or the relationship between the Parties;

"**Anti-Bribery Law**" means all anti-bribery and corruption laws and regulations applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, the following legislation and all successor legislation: (i) the Indian Prevention of Corruption Act 1988, (ii) the US Foreign Corrupt Practices Act of 1977; and (iii) any other Applicable Law concerning bribery, corruption or money laundering in any jurisdiction (including the Republic of India);

"**Anti-Money Laundering Laws**" means all anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, United States statute 18 U.S.C. §§ 1956 and 1957 and the Bank Secrecy Act, as amended by the USA PATRIOT Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 C.F.R. Chapter X, and all other anti-money laundering laws applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, federal and local anti-money laundering laws in India, the Prevention of Money Laundering Act 2002 and regulations by the Reserve Bank of India (RBI);

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, notification, guideline, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, whether in effect as of the date of the Shareholders' Agreement or thereafter;

"**Audit Committee**" has the meaning given to it in Article 291(22);

"**Audit Committee Nomination Right**" has the meaning given to it in Article 291(22);

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Business**" has the meaning given to it in the Shareholders' Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Mumbai, Maharashtra, India, or San Francisco, California are authorised or required by Applicable Law to close;

"**Business Income Change Notice**" has the meaning given to it in Article 310(6);

"**Business Income Change Objection Notice**" has the meaning given to it in Article 310(6);

"**Capital Structure Change Notice**" has the meaning given to it in Article 310(5);

"**Capital Structure Change Objection Notice**" has the meaning given to it in Article 310(5);

"**CFC**" has the meaning given to it in paragraph 6 of Schedule NP;

"**CFC Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings collectively hold a number of Equity Shares equal to less than ten percent (10%) of the total combined voting power of all classes of stock entitled to vote of the Company and also equal to less than ten percent (10%) of the total value of shares of all classes of stock of the Company, in each case within the meaning of Section 951(b) of the Code;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Equivalents**" means (i) with respect to Equity Shares, the number of Equity Shares and (ii) with respect to any Equity Securities that are convertible into or exchangeable for Equity Shares, the number of Equity Shares issuable in respect of the conversion or exchange of such securities into Equity Shares;

"**Company**" means Jio Platforms Limited, a company organised and existing under the laws of the Republic of India, with its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat, India - 380006;

"**Company Competitor**" has the meaning given to it in the Shareholders' Agreement;

"**Competing Investment**" has the meaning given to it in the Shareholders' Agreement;

"**Compulsorily Convertible Preference Shares**" means the Compulsorily Convertible Preference Shares – Series A in the Company, having the terms set forth in the Preference Terms;

"**Constitutional Documents**" means, in relation to any Person (other than an individual), the certificate of incorporation, charter, corporate bylaws, memorandum of association, articles of association or other similar organisational documents of such Person;

"**Control**" means, with respect to any Person, the possession by another Person (or Persons acting in concert) of the power, directly or indirectly, to direct the management and policies of such Person or ownership of more than fifty percent (50%) of the voting (or equivalent) rights exercisable at the general meetings (or equivalent) of such Person, in either case whether by means of:

(a) having the right to appoint or remove a majority of the board of directors (or equivalent governing body) of such Person or holding a majority of the voting rights at meetings

of the board of directors (or equivalent governing body) of such Person;

(b) being otherwise able to control a majority of the votes at board (or equivalent governing body) meetings of such Person by virtue of any rights attaching to securities or partnership or other ownership interests held or powers conferred by the Constitutional Documents, any shareholders' agreement or any other document regulating the affairs of such Person; or

(c) having rights to direct the management or policies of such Person under a contract or otherwise,

and "**Controlled**" shall be construed accordingly;

"**Conversion Share Sale**" means a bona fide sale, to one or more third parties, by RIL or any of its Permitted Transferees without a public offering, in a single transaction or a series of related transactions, of Conversion Shares, where such sale satisfies each of the applicable conditions set forth in Article 302;

"**Conversion Shares**" has the meaning given to it in Article 302(3.1);

"**Deadlock**" has the meaning given to it in Article 304(1);

"**Deadlock Notice**" has the meaning given to it in Article 304(1);

"**Deed of Adherence**" means a deed of adherence in the form set out in Schedule 5 of the Shareholders' Agreement;

"**Default**" has the meaning given to it in Article 305(1);

"**Defaulting Party**" has the meaning given to it in Article 305(1);

"**Director**" means a director of the Company;

"**Drag-Along Notice**" has the meaning given to it in Article 296(2);

"**Drag-Along Portion**" means, with respect to any Person and for any Drag-Along Sale, (i) the Aggregate Shares of such Person immediately prior to the completion of such Drag-Along Sale multiplied by (ii) a fraction, the numerator of which is the aggregate number of outstanding Common Equivalents to be sold by RIL in such Drag-Along Sale and the denominator of which is the Aggregate Shares of RIL immediately prior to the completion of such Drag-Along Sale;

"**Drag-Along Sale**" means the bona fide acquisition by a third party or parties (other than RIL or any of its Affiliates or any Person in which RIL or any of its Affiliates has a greater than 10% equity or voting interest), whether in a single transaction or a series of related transactions, of greater than fifty percent (50%) of the entire issued equity share capital of the Company (as determined on a Fully Diluted basis) by means of any transaction or series of related transactions (including any share purchase, business combination, reorganization, merger, consolidation, amalgamation or scheme of arrangement);

"**Drag-Along Transferee**" has the meaning given to it in Article 296(1);

"**Dragged Shareholder**" has the meaning given to it in Article 296(1);

"**Encumbrance**" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, title retention device, conditional sale or other security arrangement, collateral assignment, pending claim, community property interest, adverse claim of title,

ownership or right to use, right of first refusal or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, and (iii) the use of any such asset);

"**Equity Securities**" means (i) Equity Shares; or (ii) any other shares, securities, debentures, warrants or options that are convertible into or exercisable or exchangeable for, or any other instrument, document or security granting a right of subscription for, or conversion into Equity Shares, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**Equity Shares**" means fully paid-up equity shares of the Company of face value of ten (10) INR;

"**Exchange Rate**" means, with respect to the conversion reference rate for any other currency into INR on a particular day, the conversion reference rate for such other currency into INR as specified on the website of Financial Benchmarks India Private Limited on the Business Day immediately prior to such date;

"**Exercise Notice**" has the meaning given to it in Article 300(2);

"**Exercise Notice Period**" has the meaning given to it in Article 300(2);

"**Exercising Shareholder**" has the meaning given to it in Article 301(7);

"**Facebook**" means Jaadhu Holdings, LLC and its "Permitted Transferees" as defined in the Facebook Shareholders' Agreement;

"**Facebook Shareholders' Agreement**" has the meaning given to it in the Investment Agreement;

"**Financial Investor Floor Price**" has the meaning given to it in the Shareholders' Agreement;

"**Foundational Commercial Agreement**" has the meaning given to it in the Investment Agreement;

"**Freely Tradeable Securities**" means, with respect to the consideration payable or issuable to a Shareholder in connection with the Transfer of Equity Securities in a Tag-Along Sale or a Drag-Along Sale, equity securities that may be resold by such Shareholder immediately following the completion of such Transfer on any nationally-recognized stock exchange in India or the United States, in each case, without regard to any limitations or restrictions on resale imposed under any applicable securities laws, rules or regulations;

"**Fully Diluted**" means that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged in accordance with the terms thereof, including the Compulsorily Convertible Preference Shares and the Optionally Convertible Preference Shares;

"**General Meeting**" has the meaning given to it in Article 292(1);

"**Government Entity**" means any commercial company, enterprise or other entity that is majority owned or controlled by any government (whether wholly or partially) or any public international organisation (including the United Nations and the World Bank);

"**Government Official**" means any officer, employee, director, or other representative of any government or Governmental Authority in any jurisdiction, or any person acting in an official capacity for or on behalf of any such Governmental Authority or Government Entity or any candidate for political office or any political party (or its officials);

"**Governmental Authority**" means any national, regional, local, or foreign government, international authority (including, in each case, any central bank or fiscal, tax or monetary authority), governmental agency, authority, ministry, commission, instrumentality, division, or department, the government of any prefecture, state, province, country, municipality or other political subdivision thereof, and any governmental body, authority, board or commission, or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, arbitral tribunal or committee exercising any executive, legislative, judicial, regulatory or administrative functions of government;

"**Group Undertaking**" means,

(a) with respect to RIL, RIL and any Subsidiary of RIL;

(b) with respect to Investor, (i) Investor, Parent, and any Subsidiary of Parent and (ii) any Permitted Transferee of Investor holding Equity Shares and any Subsidiary of such Permitted Transferee; and

(c) with respect to any other shareholder, such shareholder, such shareholder's ultimate parent entity (where such shareholder is a wholly-owned Subsidiary of another entity) and any Subsidiary of such shareholder (or such shareholder's ultimate parent company, as applicable),

provided that neither the Company nor any of its Subsidiaries shall at any time be construed to be Group Undertakings of any Shareholder;

"**Incremental Equity Financing**" means a bona fide equity financing, raised from one or more third parties without a public offering, in a single transaction or a series of related transactions, where such equity financing satisfies each of the applicable conditions set forth in Article 302;

"**Independent Valuer**" means an independent valuer appointed by the Company from a Qualifying Accounting Firm (excluding the auditor of the Company) or any other internationally recognised firm of accountants;

"**Indian Accounting Standards**" means the accounting standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015;

"**Initial Deadlock Representatives**" has the meaning given to it in Article 304(1);

"**INR**" means Indian Rupees, the lawful currency of the Republic of India;

"**Insolvency Event**" means in relation to a Person:

(a) the Person resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them or filing a voluntary proceeding under bankruptcy, insolvency, winding up or other similar Applicable Law or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law;

(b) admission of involuntary proceedings under bankruptcy, insolvency, winding up or other similar Applicable Law against the Person;

(c) the Person consenting to or any encumbrancer taking possession of the assets or property of the Person, or an interim resolution professional, resolution professional, liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Person, or any of the assets or property of the Person, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Person (in each case whether out of court or otherwise);

(d) any other event occurs that would, under any Applicable Law, have a substantially similar effect to any of the events listed above;

"**International Trade Law**" means all economic sanctions, trade embargoes, import and export controls, anti-boycott restrictions, customs and restrictive measures applicable to the Company and/or its Subsidiaries, including, and only to the extent so applicable, restrictive measures promulgated by OFAC, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of State Directorate of Defense Trade Controls, the Republic of India, the United Nations, European Union, United Kingdom, and any other relevant Governmental Authority;

"**Investment Agreement**" means the Investment Agreement dated July 14, 2020 among RIL, the Company and Investor;

"**Investment Transaction**" means any investment in the Equity Securities of the Company effected, or to be effected, pursuant to any Investment Transaction Document;

"**Investment Transaction Document**" has the meaning given to it in the Investment Agreement;

"**Investor**" means Google International LLC, a Delaware limited liability company;

"**Investor Director**" means the director nominated for appointment to the Board by Investor;

"**Investor Initiation Notice**" has the meaning given to it in Article 301(8);

"**Investor Observer**" has the meaning given to it in Article 291(3);

"**IPO Committee**" has the meaning given to it in Article 301(4);

"**Irrevocable Acceptance Notice**" has the meaning given to it in Article 298(4);

"**Issuance Notice**" has the meaning given to it in Article 300(1);

"**Limited Guaranty (IA)**" means the limited guaranty agreement among Parent, the Company and RIL in relation to the Investment Agreement, dated 14 July 2020;

"**Limited Guaranty (SHA)**" means the limited guaranty agreement among Parent, the Company and RIL in relation to the Shareholders' Agreement, dated November 23, 2020;

"**Lock-In Period**" has the meaning given to it in Article 294(1);

"**Losses**" means any and all losses, damages, liabilities, costs and expenses (including amounts paid in settlements, judgments, awards, court costs and all reasonable attorney fees), fines, Tax(es), interest or penalties, *provided*, *however* that Loss shall not include any punitive damages, loss of profit, loss of revenue, loss of opportunity, loss of goodwill or

possible business, whether actual or prospective loss, any indirect or consequential loss or any loss that is not reasonably foreseeable, but Loss shall include any diminution or reduction in the value of the Equity Securities held by Investor and its Group Undertakings;

"**Mandatory Consent**" means any approval or the termination of any applicable waiting period pursuant to Applicable Law in any country or the requirements of any Governmental Authority without which a Transfer or issuance of Equity Securities would be unlawful or otherwise prohibited or restricted;

"**Minimum Ownership Threshold**" means, with respect to Investor or its Permitted Transferees on any given date, that, on such date, Investor and its Group Undertakings and Permitted Transferees collectively hold a number of outstanding Common Equivalents equal to at least eighty percent (80%) of Investor's Aggregate Shares as of the date of the Shareholders' Agreement (as appropriately adjusted for any share split, share dividend, reverse share split, return of capital, consolidation, combination, subdivision, re-classification, cancellation of or other recapitalization or reorganization or restructuring effected after the date of the Shareholders' Agreement);

"**New Investor**" has the meaning given to it in Article 302(1);

"**New Investor Shareholders' Agreement**" has the meaning given to it in Article 302(6.1);

"**Non-Defaulting Party**" has the meaning given to it in Article 305(1);

"**Notice of Default**" has the meaning given to it in Article 305(1);

"**OCPS Redemption Price**" has the meaning given to it in the Shareholders' Agreement;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury;

"**Offer Notice**" has the meaning given to it in Article 298(1);

"**Offer Period**" has the meaning given to it in Article 298(4);

"**Offer Price**" has the meaning given to it in Article 298(2.2);

"**Offered Securities**" has the meaning given to it in Article 298(2.1);

"**Offeror**" has the meaning given to it in Article 298(1);

"**Optionally Convertible Preference Shares**" means the Optionally Convertible Preference Shares – Series A of the Company outstanding as of the date of the Shareholders' Agreement after giving effect to the Redemption as contemplated by, and defined in, the Investment Agreement and having the terms set forth in the Preference Terms;

"**Ordinary Course of Business**" means, in the context of the Business, the ordinary and usual course of business of the Company or its Subsidiaries consistent with past custom and practice in all material respects (except with respect to all uses of such term in paragraph 9 of Schedule BM, for which purposes the materiality qualifier contained in this definition shall be disregarded);

"**Original Director**" has the meaning given to it in Article 291(24);

"**Original Issue Price**" has the meaning given to it in the Shareholders' Agreement;

"**Parent**" means Google LLC, a Delaware limited liability company;

"**Party**" means each of RIL, the Company, Investor and Parent;

"**Parties**" means RIL, the Company, Investor and Parent, collectively;

"**Permitted Share Transaction**" has the meaning given to it in Article 302(1);

"**Permitted Share Transaction Period**" means the period commencing on 22 April 2020 and ending at 5:00pm IST on 31 December 2020;

"**Permitted Transfer**" has the meaning given to it in Article 299(1);

"**Permitted Transferee**" means,

(a) with respect to RIL, any Subsidiary of RIL (other than the Company or any of its Subsidiaries);

(b) with respect to Investor, Alphabet Inc., and any wholly-owned Subsidiary of Alphabet Inc.; and

(c) with respect to any other Shareholder, such Shareholder's ultimate parent entity (where such Shareholder is a wholly-owned Subsidiary of another entity) and any wholly-owned Subsidiary of such Shareholder (or such Shareholder's ultimate parent company, as applicable);

"**PFIC**" has the meaning given to it in Article 310(6);

"**Preference Terms**" means the terms of the Optionally Convertible Preference Shares and the Compulsorily Convertible Preference Shares – Series A set forth in Schedule 13 of the Shareholders' Agreement;

"**Pro Rata Share**" means, with respect to any Person, the fraction that results from dividing (1) such Person's total number of Equity Shares (as determined on a Fully Diluted basis) by (2) the total number of Equity Shares (as determined on a Fully Diluted basis) outstanding immediately prior to giving effect to the relevant issuance;

"**promoter**" has the meaning given to it in Regulation 2(1)(oo) of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018;

"**Qualified Equity Financing**" means a bona fide equity financing, raised from one or more third parties or from RIL or any of its Affiliates without a public offering, in a single transaction or a series of related transactions, so long as such financing comprises Equity Shares only, and such Equity Shares:

(a) satisfy each of the conditions set forth in Article 302(5.1) (as if such financing constituted an Incremental Equity Financing); and

(b) were issued subject to the pre-emptive rights of other Shareholders set forth in Article 300;

"**Qualifying Accounting Firm**" means any of, or any Affiliate of or firm currently associated with, PricewaterhouseCoopers, Deloitte Touche Tohmatsu LLC, Ernst & Young, KPMG, or such other accounting firm as may be agreed in writing between RIL and Investor;

"**Qualifying Exchange**" means (i) any nationally-recognized stock exchange in India or (ii) any other nationally-recognized stock exchange as RIL and Investor may mutually agree in writing;

"**Qualifying IPO**" means the first public offering by the Company of Equity Shares (including by way of an offer for sale by RIL, Investor or any of their respective Permitted Transferees) that results in the listing of Equity Shares on a Qualifying Exchange where:

(a) the offering is principally managed by, and has as the primary book runner, an internationally recognized investment bank;

(b) the aggregate net proceeds (i.e., net of all underwriting discounts and other fees and expenses of the book runners and other investment banks in connection with the offering) received from the offering is at least seventy-five billion Indian Rupees (75,000,000,000 INR);

(c) if the offering occurs on or prior to 23 November 2024, such offering has an offering price per Equity Share of no less than the Original Issue Price; and

(d) if the number of Equity Shares requested to be included in the offering (including any Equity Shares that the Company, Investor, RIL, their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering proposes to be included in such offering) exceeds the largest number of Equity Shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, as determined in good faith by the Board (the "**Maximum Offering Size**"), the Equity Shares included in the offering consist of (in each case, only up to the Maximum Offering Size): (i) first, all primary Equity Shares that the Company wishes to be included in such offering, (ii) second, that number of Equity Shares held by RIL required to satisfy the minimum legal requirement under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 of twenty-five percent (25%) non-promoter ownership of the Company (taking into account the primary Equity Shares to be included in the offering by the Company), (iii) third, any Equity Shares that Investor, its Permitted Transferees or any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering (other than RIL or its Affiliates) propose to be included in the offering, up to a maximum of 25% of the total number of outstanding Common Equivalents owned by each such shareholder (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering) and (iv) fourth and last, any additional Equity Shares that RIL, Investor, any of their respective Permitted Transferees and any other shareholder of the Company with the right to request the inclusion of Equity Shares in the offering wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such shareholders in proportion to the relative number of Aggregate Shares held by each such shareholder as compared to the total number of outstanding Common Equivalents held by all such shareholders immediately prior to the completion of the offering);

"**Redeemed OCPS**" has the meaning given to it in Article 302(2.1);

"**Related Party Transaction**" means any transaction, contract, understanding, arrangement, program or relationship or any series of related transactions, contracts, understandings, arrangements, programs or relationships in which:

(e) the Company or any of its Subsidiaries is a participant or party; and

(f) any of (i) any 'related party' (as defined in the Act) (other than the Company or any of its Subsidiaries) of the Company or any of its Subsidiaries, (ii) RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) or (iii) any promoter or promoter group of RIL is also a participant or party;

"**Relevant Entity**" has the meaning given to it in Schedule NP;

"**Representatives**" means, in relation to a Person, any of such Person's Affiliates and its and each of its Affiliate's directors, officers, employees, agents, counsel, investment advisers and financing sources (subject to customary confidentiality obligations);

"**Reserved Matter**" means any matter listed in Schedule BM;

"**Restricted Territory**" means any country or other territory subject to an export, import, financial or investment embargo under any International Trade Law;

"**Restricted Transferee**" means:

(a) any Person subject to an ongoing Insolvency Event;

(b) any Person that is, or whose Affiliate is, a Sanctioned Person; and

(c) any Company Competitor;

"**RIL**" means Reliance Industries Limited, a company organized and existing under the laws of the Republic of India, with its registered office at Maker Chambers IV, 3rd Floor, 222 Nariman Point, Mumbai 400 021, India;

"**RIL Director**" means a Director nominated for appointment to the Board by RIL, other than any independent Director;

"**RIL Initiation Notice**" has the meaning given to it in Article 301(1);

"**ROFR Offer**" has the meaning given to it in Article 298(3);

"**Sanctioned Person**" means any Person:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC (as amended from time to time);

(b) designated on the consolidated list of financial sanctions targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes as maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(c) designated on the list of investment ban targets designated by the United Kingdom under legislation relating to current financial sanctions regimes maintained in the United Kingdom by Her Majesty's Treasury (as amended from time to time);

(d) designated on the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union (as amended from time to time);

(e) designated on any other list of targeted persons, entities, groups or bodies issued by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union);

(f) that is, or is part of, a government of a Restricted Territory;

(g) directly or indirectly, owned or controlled by, or acting on behalf of, any of the foregoing;

(h) incorporated or located within or operating from a Restricted Territory;

(i) otherwise prohibited to be transacted with under any International Trade Law;

(j) designated as a wilful defaulter by Reserve Bank of India or a fugitive economic offender by any Governmental Authority in India;

(k) who owns fifty percent (50%) or more, individually or in the aggregate, of an entity designated on a restricted persons list maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union); or

(l) who is located, organised, or resides in a jurisdiction subject to comprehensive sanctions maintained by the United Nations, United States, United Kingdom or European Union (or any member state of the European Union), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

"**Shareholder**" means:

(a) RIL and its Permitted Transferees who hold Equity Securities in accordance with these Articles,

(b) Investor and its Permitted Transferees who hold Equity Securities in accordance with these Articles, and

(c) each other holder of Equity Securities that has signed a counterpart to the Shareholders' Agreement or has executed and delivered a Deed of Adherence to the Company and the other Shareholders, and such holder's Permitted Transferees who hold Equity Securities,

and will include each such Person's successors (including successors in interest pursuant to an intra-group transaction, such as an intra-group merger, demerger, business / undertaking sale or transfer) pursuant to or following a transaction undertaken in accordance with these Articles;

"**Shareholders' Agreement**" means the Shareholders' Agreement dated November 23, 2020 among RIL, the Company and Investor;

"**Specified Amendment**" has the meaning given to it in Article 302(9);

"**Specified Rights**" has the meaning given to it in Article 299(3);

"**Specified Shareholder**" has the meaning given to it in Article 296(5.3);

"**Specified Minority Investors**" has the meaning given to it in the Shareholders' Agreement;

"**Specified Transferee**" means any third party transferee of Investor or a Permitted Transferee of Investor:

(a) that has been sanctioned under or been publicly censured in respect of any Anti-Bribery Law; or

(b) that is, or has in the preceding five (5) years been, a party to a material dispute with RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries, that has resulted in such Person threatening in writing or commencing litigation against RIL or any of its Group Undertakings, or the Company or any of its Subsidiaries;

"**Strategic Investor**" means (i) any Person that, together with its Subsidiaries, conducts a portion of its business in one or more lines of business which has either a vertical or horizontal relationship with the Business (as determined in good faith by the Board) and (ii) any Subsidiary of a Person referred to in clause (i) above, in each case of clause (i) and clause (ii), excluding any Person, together with its Subsidiaries, whose principal business activity is acquiring, holding and/or selling investments (including controlling interests) and who manages such investments on behalf of third parties and either (x) such third parties' equity securities are not publicly traded or (y) such Person earns a management or advisory fee in relation thereto and/or is entitled to a negotiated percentage of the profits from any such investments; provided that, for clarity, no private equity firm, sovereign wealth fund or pension plan shall be considered a Strategic Investor;

"**Subsidiary**" means, with respect to (i) any Person (other than the Company), any corporation, partnership, limited liability company or other Person of which such Person, either on its own or together with one or more of its Subsidiary companies (a) is entitled, by contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body or (b) directly or indirectly owns, beneficially or of record, securities or other interests that represent more than one-half of the total share capital, voting power, or financial interests of such Person, and (ii) the Company, "subsidiary" as defined under the Act, and the term "**Subsidiaries**" shall be construed accordingly;

"**Tag-Along Notice**" has the meaning given to it in Article 295(1);

"**Tag-Along Notice Period**" has the meaning given to it in Article 295(3);

"**Tag-Along Portion**" means, with respect to any Tagging Shareholder and for any Tag-Along Sale, a fraction (i) the numerator of which is the Aggregate Shares of such Tagging Shareholder immediately prior to the completion of such Tag-Along Sale and (ii) the denominator of which is the total number of Common Equivalents outstanding immediately prior to the completion of such Tag-Along Sale;

"**Tag-Along Response Notice**" has the meaning given to it in Article 295(3);

"**Tag-Along Right**" has the meaning given to it in Article 295(3);

"**Tag-Along Sale**" has the meaning given to it in Article 295(1);

"**Tagging Shareholder**" has the meaning given to it in Article 295(3);

"**Tax**" means any taxation, levies, duties, charges, contributions, withholdings or imposts in the nature of a tax (including any related fines, penalties, surcharges or interest) imposed, collected or assessed by, or payable to, a Tax Authority in any jurisdiction;

"**Tax Authority**" means any Governmental Authority exercising a fiscal, revenue, customs or excise function which is competent to impose, administer, assess or collect a liability relating to Tax;

"**Third Party Offer**" has the meaning given to it in Article 298(1);

"**Transaction Documents**" means the Shareholders' Agreement, the Investment Agreement, the Foundational Commercial Agreement, the Restated Charter Documents (as defined in the Investment Agreement), the Disclosure Letter (as defined in the Investment Agreement), the Limited Guaranty (IA), the Limited Guaranty (SHA) and any other document that the Parties agree to designate as a "Transaction Document" for the purposes of the Shareholders' Agreement;

"**Transfer**" means, with respect to any securities:

(a) when used as a verb, to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer any such securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction or the grant of any option over or in respect of it), or agree or commit to do any of the foregoing; and

(b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, Encumbrance, hypothecation, or other transfer of any such securities or any participation or interest therein (including the grant of any option over or in respect of it), or any agreement or commitment to do any of the foregoing,

in each case, whether voluntary or involuntary, whether or not for consideration and whether effected by an instrument in writing, by operation of Applicable Law or otherwise;

"**Transferor**" has the meaning given to it in Article 299(1).

SCHEDULE BL: INTERPRETATION

1. In these Articles, a reference to:

    1.1. a statute or statutory provision includes a reference to: (a) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the Shareholders' Agreement); and (b) any and all subordinate legislation made under the statutory provision (whether before or after the date of the Shareholders' Agreement);

    1.2. a "company", "corporation" or "entity" includes any business entity (of whatever form) in any jurisdiction;

    1.3. "hereof", "herein" and "hereunder" and words of like import used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles;

    1.4. "Person" includes a reference to any individual, body corporate (wherever incorporated), company, unincorporated association, trust, partnership (whether or not having separate legal personality) or other business entity;

    1.5. "Persons acting in concert" means, in relation to a Person, Persons who actively co-operate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that Person;

    1.6. a "Party" or a "Person", includes a reference to that Party's, or that Person's, successors (including successors in interest pursuant to an intercompany merger or demerger) or permitted assigns;

    1.7. liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

    1.8. a "Article", "paragraph" or "Schedule", unless the context otherwise requires, is a reference to an article or paragraph of, or a schedule to these Articles; and

    1.9. a document in "agreed form" is to that document in the form agreed to and initialled for the purposes of identification, or acknowledged as being in agreed form by email, in each case, by or on behalf of the Parties, unless exhibited to the Shareholders' Agreement.

2. The Schedules form part of these Articles and shall have the same force and effect as if set out in the body of these Articles and references to these Articles include the Schedules.

3. Words importing the singular shall include the plural and vice versa and any gender includes any other gender.

4. Whenever the words "include", "includes", "including" or "in particular" are used in these Articles, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

5. Whenever the consent of a Party is required under these Articles, the granting of such

consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Party's sole and absolute discretion.

6. Where an amount in any currency is required to be expressed in another currency for the purposes of interpreting these Articles, such amount in the first currency shall be converted into the relevant amount in the second currency at the Exchange Rate at the relevant date (which, in relation to any claim under these Articles, shall be the date of service of notice of that claim by the relevant Party).

7. References to ***INR*** are references to the lawful currency from time to time of the Republic of India and to ***dollars***, ***USD***, ***US$*** or ***$*** are references to the lawful currency from time to time of the United States of America. References to an amount ***(or its equivalent)*** mean an amount in any foreign currency that, if converted at the Exchange Rate, would be the equivalent to such amount.

8. References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.

9. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

10. References to writing will be deemed to include any modes of reproducing words in a legible or non-transitory form (including in electronic form) but will exclude text messages via mobile phones, Skype messages or electronic instant messaging (IM) of any sort.

11. The headings in these Articles are inserted for convenience and shall not affect the interpretation of these Articles.

SCHEDULE BM: RESERVED MATTERS

Share Capital

1. Any grant, creation, issuance or sale by the Company of Equity Shares or preference shares of the Company, other than Equity Shares issued:

    (a) upon the exercise of stock options granted by the Company to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board;

    (b) upon the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Preference Terms;

    (c) upon the conversion of any Compulsorily Convertible Preference Shares outstanding on the date of the Shareholders' Agreement;

    (d) upon the "Completion" (as defined in the relevant Investment Transaction Document) of any Investment Transaction Document;

    (e) in a Permitted Share Transaction; or

    (f) in a Qualified Equity Financing.

2. Any grant, creation, issuance or sale of any other Equity Security (other than the grant of stock options to employees of the Company in the Ordinary Course of Business under the terms of a Board-approved employee compensation plan as bona fide compensatory arrangements approved by the Board).

3. The establishment of any equity compensation plan where the aggregate number of Equity Securities reserved for issuance or grant by the Company under such plan exceeds five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis), or any increase in the aggregate number of equity awards issued, granted or reserved for issuance or grant by the Company to more than five percent (5%) of the Company's then outstanding Equity Shares (as determined on a Fully Diluted basis).

4. Any repurchase, buy back or redemption of any Equity Securities or shares in the capital or other securities of any of the Company's Subsidiaries other than:

    (a) any repurchase, buy back or redemption of any Equity Securities (other than Optionally Convertible Preference Shares) that occurs on a pro rata basis among all Shareholders,

    (b) any repurchase of Equity Shares from former service providers in connection with the termination of such service providers;

    (c) the redemption in accordance with the Preference Terms of any Optionally Convertible Preference Shares from the proceeds upon "Completion" (as defined in the relevant Investment Transaction Document) of any Investment Transaction Document; or

    (d) the redemption in accordance with the Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental

Equity Financing, or in connection with any Conversion Share Sale, in each case as contemplated under, and subject to the conditions set forth in, Article 302.

5. Any public offering of Equity Securities or any equity securities of any of the Company's Subsidiaries, other than a Qualifying IPO.

6. Any amendments, variations or modification to the terms of any series of any Optionally Convertible Preference Shares or Compulsorily Convertible Preference Shares adversely affecting Investor, other than any amendment to such terms required for the Company to remain in compliance with Applicable Law.

Business Scope

7. Entry by the Company or any of its Subsidiaries into any new line of business that (i) is not ancillary to the business of the Company or any of its Subsidiaries as conducted as of the date of the Shareholders' Agreement and (ii) requires an investment of more than 224,640,000,000 INR.

Mergers, Acquisitions and Divestitures

8. Any merger, consolidation, business combination, acquisition, joint venture, divestiture or similar transaction (other than a Drag-Along Sale effected in accordance with Article 296 and Article 297) involving (a) the Company or any of its Subsidiaries (or any assets of the Company or any of its Subsidiaries) and (b) any third party (including RIL or any of its Affiliates, other than the Company or any of its Subsidiaries) that involves a business that (i) is not the business of the Company or any of its Subsidiaries as conducted on the date of the Shareholders' Agreement, and (ii) is not ancillary to the business of, the Company or any of its Subsidiaries as conducted on the date of the Shareholders' Agreement, in each case involving consideration or assets in excess of 224,640,000,000 INR.

Related Party Transactions

9. Any Related Party Transaction that (x) is not entered into both (A) in the Ordinary Course of Business and (B) on an arm's length basis, or (y) involves, either individually or in the aggregate when taken together with all Related Party Transactions entered into during the same fiscal year of the Company, an amount greater than 224,640,000,000 INR (or, if the Related Party Transaction is entered into in the 2020/21 fiscal year, an amount greater than 224,640,000,000 INR as prorated to reflect the number of days remaining in such fiscal year following the date of the Shareholders' Agreement), other than:

   (a) any issuance of Equity Shares in a Qualified Equity Financing,

   (b) in connection with any Permitted Share Transaction, the entry by the Company and/or any of its Subsidiaries into, and any transactions under: (i) any share purchase, investment or share subscription agreement relating to such Permitted Share Transaction, and/or any New Investor Shareholders' Agreement, in each case that is consistent with, and satisfies each of the conditions set forth in, Article 302(5); (ii) the amendment and restatement of the Constitutional Documents of the Company in accordance with the conditions set forth in Article 302(7.2); and (iii) one or more commercial agreements with any New Investor (or any of its Affiliates), it being understood that RIL or any of its Affiliates (including, for the avoidance of doubt, the

Company and any of its Subsidiaries) may also be bona fide parties to such commercial agreements without requiring the consent of Investor to such commercial agreements pursuant to Article 303);

(c) in connection with any Investment Transaction, the entry by the Company and/or any of its Subsidiaries into, and any transactions under: (i) any Shareholders' Agreement or any Restated Charter Documents, each as defined in the applicable Investment Transaction Documents (*provided* that, in each case, any amendments thereto after the date of the Investment Agreement are consistent with, and satisfy each of the applicable conditions set forth in, Article 303(7)), (ii) any amendment of any Investment Transaction Document that is consistent with, and satisfies each of the applicable conditions set forth in, Article 303(7); and (iii) one or more commercial agreements with any Investor (as defined in the relevant Investment Transaction Document) or any of its Affiliates, it being understood that RIL or any of its Affiliates (including, for the avoidance of doubt, the Company and any of its Subsidiaries) may also be bona fide parties to such commercial agreements without requiring the consent of Investor to such commercial agreements pursuant to Article 303;

(d) any transaction under any written contract existing on the date of the Shareholders' Agreement and disclosed to Investor (i) in the Disclosure Letter (as defined in the Investment Agreement) or (ii) pursuant to clause 9.4 of the Investment Agreement, in either case, on or prior to the date of the Shareholders' Agreement (and any transaction under any such contract as renewed or extended in accordance with its terms in the Ordinary Course of Business);

(e) any transaction under any written contract previously reviewed and consented to in writing by Investor as contemplated by Article 303 (and any transaction under any such contract as renewed or extended in accordance with its terms in the Ordinary Course of Business);

(f) the conversion of any Optionally Convertible Preference Shares into Equity Shares in accordance with the Preference Terms;

(g) the redemption in accordance with the Preference Terms of any Optionally Convertible Preference Shares using the proceeds from any Incremental Equity Financing, as contemplated under, and subject to the conditions set forth in, Article 302;

(h) any employment arrangement entered into in the Ordinary Course of Business with an individual who is affiliated with RIL or any of its Group Undertakings, where such employment arrangement provides for total annual compensation valued at less than 374,400,000 INR;

(i) transaction documentation entered into to give effect to any Tag-Along Sale or Drag-Along Sale (effected in accordance with Articles 295, 296 and Article 297, as applicable); and

(j) any transactions between the Company and any of its Subsidiaries or between any of the Company's Subsidiaries.

RIL Services Agreements

10. Any material amendments to long-term services agreements between RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) and the Company and/or its Subsidiaries relating to IT, datacentre infrastructure or other services provided by RIL or any of its Affiliates (other than the Company or any of its Subsidiaries) to the Company and/or its Subsidiaries that materially adversely affect the Company and its Subsidiaries, taken together.

Auditor

11. The appointment or replacement of any statutory auditor for the Company or any of its Subsidiaries if, following such appointment or replacement, no Qualifying Accounting Firm would be a statutory auditor of the Company or such Subsidiary.

Governance

12. Any amendments to the Company's Constitutional Documents that adversely affect the rights or obligations of Investor or any of its Permitted Transferees other than: (x) amendments, in connection with a Qualifying IPO, that do not disproportionately affect the rights or obligations of Investor or any of its Permitted Transferees (y) in an immaterial respect, or (z) to incorporate the following rights in connection with any Permitted Share Transaction and/or the "Completion" (as defined in the relevant Investment Transaction Document) of, or as required under, any Investment Transaction Document:

    (a) the appointment of up to two (2) Directors by Facebook and/or one or more New Investors, *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Director;

    (b) the appointment of up to two (2) Board observers by Facebook and/or one or more New Investors, *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Board observer;

    (c) the granting, to Facebook, of the right to appoint a member of the Audit Committee on a rotational basis (as contemplated by Article 291(22));

    (d) the appointment of up to two (2) Directors to the IPO Committee (and the right to require the formation of the IPO Committee) by Facebook and/or one or more New Investors (without granting any such Director any unique rights or authority with respect thereto), *provided* that neither Facebook nor any New Investor (in each case, together with any of their respective Controlled Affiliates) shall have the right to appoint more than one (1) Director to the IPO Committee;

    (e) the granting to any New Investor of a consent right over any matter in a manner that satisfies the requirements set forth in Article 302(5.1.3); and

    (f) the granting to one or more New Investors of the right to cause a Qualifying IPO and any other rights, in each case, in a manner that satisfies the requirements set forth in Article 302(5.1.2) and Article 302(5.1.4).

13. Any increase in the size of the Board (except in connection with a Qualifying IPO), or decrease in the number of independent Directors appointed to the Board.

Indebtedness

14. Any borrowing by the Company or any of its Subsidiaries from:

    (a) any third party lender of loans if, after giving effect to such borrowing, the aggregate amount of consolidated debt of the Company and its Subsidiaries outstanding, excluding any spectrum purchase-related liabilities, is more than 1,010,880,000,000 INR; and

    (b) RIL, any of RIL's Affiliates (other than the Company or any of its Subsidiaries) or any other Person referred to in clause (b) of the definition of Related Party Transaction that is not extended on arms' length terms and in the Ordinary Course of Business.

Winding-Up

15. Any resolution for the voluntary winding-up, or entry into bankruptcy, administration, liquidation or similar proceedings in respect of the Company or any of its Subsidiaries, or any general assignment for the benefit of its creditors or any consent to the entry of a decree or order for relief from creditors under any Applicable Law.

16. Any application for or consent to the appointment any receiver, administrator or liquidator, in each case over a material portion of the assets of the Company or any of its Subsidiaries.

SCHEDULE BN: TRANSFER TERMS

1. This Schedule sets out the terms on which a Shareholder's Equity Securities shall be Transferred under these Articles.

2. Each Transfer shall be made on the following terms:

   (a) the Transfer shall take place by means of such document(s) and procedure(s) as may be necessary to validly implement and give legal effect to such Transfer; and

   (b) other than a Transfer to a New Investor in a Conversion Share Sale in accordance with the terms and conditions set forth in Article 302, if the relevant transferee is not a party to the Shareholders' Agreement, it shall execute and deliver to the Company and each other Shareholder a Deed of Adherence as a Shareholder.

SCHEDULE BO: PROCEDURES FOR DETERMINING FAIR MARKET VALUATION OF EQUITY SHARES

1. The Independent Valuer shall exercise its independent professional judgment in arriving at a determination of the fair market value (which shall be expressed in INR) by:

   (a) assessing the historical and projected financial performance of the Company and its Subsidiaries;

   (b) applying generally accepted methodologies for valuing the Company and its Subsidiaries, taken as a whole, such as discounted cash flow analysis, comparisons with any similar companies whose shares are traded on any stock exchange and comparisons with any publicly disclosed sales of similar companies or significant pools of similar assets; and/or

   (c) such other valuation methods as the Independent Valuer shall consider to be appropriate in the circumstances.

2. The Independent Valuer shall determine the fair market value of each Equity Security on the following basis:

   (a) by valuing the Company and its Subsidiaries for an arm's length sale between a willing buyer and a willing seller and on the assumption that the Company is being sold in an open market;

   (b) by valuing the Company by reference to the value of the Company and all of its Subsidiaries, taken as a whole (and therefore without regard to the size of any relevant holding such that no premium shall apply to any majority or controlling stake and no discount shall apply to any minority stake); and

   (c) making no allowances for any expenses that might be incurred in connection with the sale or purchase of the Company.

3. The Independent Valuer shall state in writing in a certificate (the "**FMV Certificate**") what, in its opinion, is the fair market value of each Equity Security, and shall provide a copy of the FMV Certificate to the Company and each Shareholder. The fair market value determined by the Independent Valuer and set forth in the FMV Certificate shall be binding on the Parties.

4. The Company shall bear the cost and expenses incurred in procuring the fair market value determination by the Independent Valuer.

5. The Company and RIL shall procure that the Independent Valuer shall have access to all financial and accounting records or other relevant documents of the Company and its Subsidiaries reasonably requested for the purposes of its determination (such information to be provided on a confidential basis and subject to appropriate confidentiality undertakings from the Independent Valuer in favour of the Company); *provided* that if any Party provides any information to the Independent Valuer pursuant to this paragraph, it shall, at the same time, provide copies of such information to the Company. The Company and RIL shall fully cooperate with the Independent Valuer, notably in meeting the Independent Valuer's reasonable requests for documents and information wherever possible and within a reasonable timeframe.

SCHEDULE NP: INVESTOR INFORMATION RIGHTS

1. As soon as available and in any event within sixty (60) days after the end of each fiscal year (ending 31st March) and within thirty (30) days after the end of each fiscal quarter (ending 30th June, 30th September and 31st December, respectively), the Company will provide all of the following information on a separate legal entity basis in respect of each fiscal year, financial statements including a balance sheet (or equivalent statement), a cash flow statement, a loss and income statement, statement of changes in shareholders' equity and related footnotes of each direct and indirect Subsidiary of the Company ("**Relevant Entity**"), and consolidated financial statements for the Company audited for such fiscal year and unaudited for each fiscal quarter, presented in accordance with local GAAP. Profits will also be presented in accordance with U.S. GAAP by way of a reconciliation (starting with profits under local GAAP) certified by a Qualifying Accounting Firm;

2. As soon as available and in any event within sixty (60) days after the end of each fiscal year (ending 31st March):

    2.1 a schedule of the income taxes accrued by jurisdiction by each Relevant Entity and of the income taxes paid (including withholdings taxes paid) by each Relevant Entity for such fiscal year (calculated on a separate legal entity basis) and copies of receipts for such income taxes paid;

    2.2 an organization chart reflecting each Relevant Entity and the ownership thereof after the end of each fiscal year and as of 31st December of each calendar year;

    2.3 a capitalization table setting forth the ownership of all the issued and outstanding shares of the Company (including the rights to acquire the shares of the Company) during such fiscal year and fiscal quarter including:

        (a) any valuations (internally or externally generated) that may have been utilized for stock-based compensation or other purposes; and

        (b) information surrounding the class of shares being transacted, the rights and obligations of the shares, the transaction price of the shares issued or repurchased, the quantity of the shares issued or repurchased and the counterparty to the transaction for tender offers, primary issuances and redemptions of the Company's common stock, optionally convertible preference shares, compulsorily convertible preference shares or any other financial instruments; and

    2.4 information surrounding any secondary transactions involving the Company's stock or any contracts involving or linked to the Company's stock, including the class of shares sold or purchased, number of shares sold or purchased and the transaction price at which the shares were transacted as well as whether the sale or purchase involved a related party and whether the transaction involved the exchange of other rights or privileges with the counterparty.

3. For each fiscal year, the Company shall provide a calculation of the estimated income taxes by jurisdiction for each Relevant Entity, including supporting workpapers with profit and loss statement, book to tax adjustments, and taxable income for local country tax purposes. This calculation should be provided by the end of the ninth month of the same fiscal year or as otherwise agreed by the Company and Investor. Any updates to these calculations or subsequent adjustments to these calculations, including as a

result of an adjustment made by the relevant taxing authority, shall be provided promptly.

4. Any material information, including but not limited to:

   4.1 significant adverse changes in credit ratings of the Company or Relevant Entities,

   4.2 significant adverse changes in regulatory, technology or economic environment applicable to the Company,

   4.3 bona fide offers to purchase or sell the Company and/or any Relevant Entity,

   4.4 factors that raise significant concerns about the Company's ability to continue as a going concern,

   4.5 significant changes in accounting policies that have a material impact on the Company's or the Relevant Entities' financial reporting, and

   4.6 information on any material subsequent events from the financial statement date and the date the financial statements are provided to Investor,

   as well as audit reports, certificates, letters from the Relevant Entity and or from the Relevant Entity's audit firm, as soon as available and in any event within fifteen (15) days from their issuance or occurrence.

5. Any additional information reasonably requested by Investor or its Affiliates from time to time, including any information reasonably needed to report Investor's investment on its balance sheet or comply with Investor's regulatory, tax, and compliance requirements.

6. Within sixty (60) days after the delivery by Investor of a written request to the Company, the Company will deliver to Investor, all additional information reasonably requested by Investor to enable Investor to determine whether (A) Investor is a "United States shareholder" (within the meaning of section 951(b) of the Code) of the Company, (B) the Company is a "controlled foreign corporation" (within the meaning of section 957(a) of the Code) (a "**CFC**"), and (C) any Relevant Entity(ies) is a PFIC.

7. If Investor determines that, for any fiscal year of the Relevant Entity(ies), the Relevant Entity(ies) is (or is likely to be) a CFC then, within sixty (60) days after the delivery by Investor of a written request to the Company, the Company will deliver to Investor all information reasonably requested by Investor to enable Investor to determine (x) Investor's and its U.S. Affiliate's pro rata share of the "Subpart F income" of the Relevant Entity(ies) (as determined under section 951 of the Code), (y) items of the Relevant Entity(ies) (*e.g.*, "tested income," "tested loss," "qualified business asset investment," "tested interest expense," and "tested interest income") required to be taken into account in determining the "global intangible low-taxed income" of Investor and its U.S. Affiliates (as determined under section 951A of the Code), and (z) items of the Relevant Entities (*e.g.* investment in "United States property" and "applicable earnings") required to be taken into account in determining the "section 956 amount" of each Relevant Entity with respect to Investor and its U.S. Affiliates as United States shareholders (as determined under section 956 of the Code). Any updates or subsequent adjustment to this information, including as a result of an adjustment made by the relevant taxing authority, shall be provided as soon as reasonably practicable.

8. If Investor determines that, for any fiscal year of the Relevant Entity(ies), the Relevant Entity(ies) is (or is likely to be) a PFIC and Investor has made or intends to make a "qualified electing fund" election (within the meaning of section 1295 of the Code) with respect to the Relevant Entity(ies), within sixty (60) days after the end of such fiscal year of the Relevant Entity(ies), the Relevant Entity(ies) will deliver to Investor (i) a PFIC annual information statement (containing the statements set forth in U.S. Treasury regulations sections 1.1295-1(g)(1)(i), (ii)(C), (iii) and (iv)(A) with respect to the Company and any Relevant Entity that is determined by Investor to be a PFIC) and (ii) all additional information reasonably requested by Investor to maintain, and comply with the requirements of, such "qualified electing fund" election. Any updates or subsequent adjustments to this information, including as a result of an adjustment made by the relevant taxing authority, shall be provided as soon as reasonably practicable.

9. The information specified in paragraphs 1, 2.1.1, 3, 6 and 7 of this Schedule F (in the case of paragraph 6, other than regarding Investor's status as a "United States shareholder" and PFIC status with respect to any Relevant Entity) will be required to be provided by the Company only if Investor's Aggregate Shares in the Company exceed the CFC Ownership Threshold on any day during the Relevant Entity's taxable year with respect to which the information is requested. The information specified in paragraphs 2.1.4, 6 (in so far as it relates to Investor's status as a United States shareholder and PFIC status) and 8 of this Schedule F will be provided with respect to a Relevant Entity only if Investor's Aggregate Shares in the Company exceed two percent (2%) of the Company's outstanding capital stock (by vote or value) on any day during the Relevant Entity's taxable year with respect to which the information is requested.

10. Any information specified in this Schedule F will be required to be provided by the Company only to the extent that (i) such information is readily available to the Company (or can be obtained within the relevant time frame by using commercially reasonable efforts and without incurring material costs) and (ii) the Company is legally entitled to provide such information. For the avoidance of doubt, nothing in these Articles shall require the Company to calculate earnings and profits for U.S. tax purposes, or otherwise calculate any item set forth in prongs (x) through (z) of paragraph 7 of this Schedule F or the amount of "ordinary earnings" and "net capital gains" for purposes of the PFIC rules.

SCHEDULE NQ: COMPLIANCE COVENANTS

Anti-Bribery, Anti-Money Laundering, and International Trade Law Covenants

1. The Company shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage; or (b) any Person in any manner that would violate any Anti-Bribery Law.

2. No part of any funds that the Company receives in connection with the Shareholders' Agreement or the Investment Agreement will be offered, paid, promised, given, or provided (or will be authorized to be offered, paid, promised, given, or provided), directly or indirectly, to a Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with any Governmental Authority, or (iii) otherwise secure any improper advantage.

3. The Company's books and records will be kept in accordance with Applicable Law and will be maintained for five (5) years after termination or expiration of these Articles or the Shareholders' Agreement.

4. The Company and its Subsidiaries, as applicable will:

    4.1 make and keep books, records and accounts that are readily accessible and available and which, in reasonable detail, accurately and fairly reflect the transactions in relation to the Business and the dispositions of its assets; and

    4.2 devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

        (a) transactions are recorded as necessary to permit preparation of periodic financial statements and to maintain accountability for the Business;

        (b) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

        (c) no "off the books" accounts are created or maintained.

5. The Company shall comply with all applicable Anti-Money Laundering Laws.

6. The Company shall comply with all applicable International Trade Laws.

7. At all times following the date of the Shareholders' Agreement, the Company shall implement, maintain and enforce the ABC Policies and Procedures and the Company shall make good faith efforts to encourage adoption of comparable policies and procedures by the Company's minority-owned affiliates. The Company will ensure that any consultants, subcontractors, agents, attorneys, intermediaries, or other third parties they use or retain to act on their respective behalf in relation to any interactions with any Governmental Authority or Government Official (i) have been subjected to risk-based due diligence; (ii) expressly agree to Anti-Bribery Law, Anti-Money

Laundering Laws, and International Trade Law compliance provisions substantially similar to the provisions contained in ABC Policies and Procedures; and (iii) execute and sign an annual compliance certification that it has complied with Anti-Bribery Law, Anti-Money Laundering Laws, and International Trade Laws. The Company shall afford Investor reasonable opportunity to comment on any amendments to and implementation of the ABC Policies and Procedures, and shall implement Investor's reasonable comments. The Company shall provide quarterly reports containing a summary of all steps it has taken to ensure compliance with this covenant and undertaking, including copies of training materials distributed to officers and employees, reports regarding suspicious transactions reviewed or investigated as a result of the implementation of the ABC Policies and Procedures, and outcomes of such reviews and investigations, and any updates to any internal controls, processes, or procedures.

8. The Company shall retain a Qualifying Accounting Firm which must have expertise in anti-bribery, anti-money-laundering, and international trade compliance, to conduct an audit of the Company's ABC Policies and Procedures and its compliance function and internal controls within six (6) months following the date of the Shareholders' Agreement. The Company shall take all reasonable actions to ensure that the recommendations provided by the accounting firm are timely and promptly incorporated into its compliance function and internal controls. The Company shall provide to Investor and Parent copies of all findings, audits and reports provided by such accounting firm.

9. If the Company becomes aware or has a reasonable basis to believe that any violation of Anti-Bribery, Anti-Money Laundering, or International Trade Laws has occurred, is threatened, or has been solicited or requested by any person or entity (including by Representative of Investor) in relation to the Business, it shall provide prompt notice to Investor of the facts and circumstances associated with such violation or request.

Engagement with Governmental Authorities

10. Subject to the obligations of confidentiality set out in the Shareholders' Agreement, RIL and the Company shall promptly notify Investor before any interaction, communication or engagement with any Governmental Authority in connection with any business or regulatory issues pertaining to any operative agreements between Investor and Company and to consult with Investor in respect thereof. The Company shall notify Investor regarding any such interaction, communication, or engagement by any of its minority-owned affiliates, to the extent Company is aware of such interactions, communications, or engagement. The Company and RIL further agree that any interaction, communication, or engagement with any Governmental Authority or Government Official relating to any business or regulatory issues pertaining to any operative agreements between Investor and Company requires the advance written approval of Investor, including the right of Investor to participate directly in such interaction, communication, or engagement.

11. Should any of RIL or Company's respective officers, directors, employees, intermediaries, or third parties acting on their behalf engage in interaction, communication, or engagement with any Governmental Authority or Government Official relating to any business or regulatory issues pertaining to any operative agreements between Investor and Company without advance notice, approval, or participation by Investor, the Company will promptly inform Investor regarding the discussion, including participants and the nature and circumstances of the interaction, communication, or engagement, and will provide Investor with documentation regarding the nature and content of same. The Company shall also inform Investor

regarding any such interaction, communication, or engagement by any of its minority-owned affiliates, to the extent Company is aware of such interactions, communications, or engagement.

Ongoing Acknowledgement and Certification, Breach

12. Investor has the right, in its discretion, to obtain, on an annual basis, a written acknowledgement and certification from the Company regarding their compliance with the provisions in Article 311 and this Schedule NQ.

13. If Company breaches any of the terms of Article 311 or this Schedule NQ, Investor may resort to any resulting right or remedy available to it by a breach under the terms of the Shareholders' Agreement or these Articles. The Company's obligations set forth in Article 311 or this Schedule NQ shall survive the termination or expiration of the Shareholders' Agreement for so long as Investor or any of its Permitted Transferees continues to hold any Equity Securities.

Participation on Company Board of Directors

14. The Investor Director shall be permitted to share compliance-related information about the Company with Investor.

15. The Investor Director may seek to include regular discussions of compliance issues at board meetings and shall permit such discussion in accordance with its board member procedures and policies.

Subscriber Details					
S.No	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	RELIANCE INDUSTRIES LIMITED 3RD FLOOR, MAKER CHAMBERS IV, 222 NARIMAN POINT, MUMBAI 400021, MAHARAHSTRA, INDIA CIN: L17110MH1973PLC019786 OCCUPATION: BUSINESS REPRESENTED BY SHRI SETHURAMAN KANDASAMY AUTHORISED VIDE BOARD RESOLUTION DATED 25/10/2019 S/O KANDASAMY IYER ADDRESS: C - 903-904, CHAITANYA TOWER, A M MARG, PRABHADEVI, MUMBAI 400025, MAHARAHSTRA, INDIA OCCUPATION: SERVICE	ADUPK3895Q	Mumbai	Sd/-	13/11/2019
2	ROHIT C. SHAH NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O CHHANNALAL VIRCHAND SHAH ADDRESS: B WING, FLAT NO. 901 & 902, SHANKAR PARK, SHANKAR LANE, OPP. SUMAN APARTMENTS, KANDIVALI W, MUMBAI 400067, MAHARASHTRA, INDIA OCCUPATION: SERVICE	00006087	Mumbai	Sd/-	
3	ARVIND KUMAR TIWARI NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O RAM KUMAR TIWARI ADDRESS: B-801, GROW MORE TOWER, PLOT NO. 5, NEAR SIEMENS BUILDING, SECTOR - 2, KHARGHAR, RAIGARH - 410210, MAHARASHTRA, INDIA OCCUPATION: SERVICE	00006087	Mumbai	Sd/-	
4	KIRAN MATHEW THOMAS NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O THOMAS MATHEW ADDRESS: 77A, NANDANVAN CHS, SECTOR	02242745	Mumbai	Sd/-	

	17, NERUL, NAVI MUMBAI 400706, MAHARASHTRA, INDIA OCCUPATION: SERVICE				
5	PANKAJ MOHAN PAWAR NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O MOHAN PUNDALIK PAWAR ADDRESS: 302, ARCHANA SAURABH CHS, PLOT NO. 20, SECTOR 7, KOPERKHAIRANE 400709, MAHARASHTRA, INDIA OCCUPATION: SERVICE	00085077	Mumbai	Sd/-	
6	SUDHAKAR SARASWATULA NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O NARAYANA MURTHY SARASWATULA ADDRESS: A-161, BROOK HAVEN, J V LINK ROAD, JOGESHWARI EAST, MUMBAI 400060, MAHARASHTRA, INDIA OCCUPATON: SERVICE	00001330	Mumbai	Sd/-	
7	ANSHUMAN THAKUR NOMINEE OF RELIANCE INDUSTRIES LIMITED S/O TANTRA NARAYAN THAKUR ADDRESS: B 1/46, SECOND FLOOR, SAFDURJANG ENCLAVE, SOUTH WEST DELHI, DELHI 110029, INDIA OCCUPATION: SERVICE	03279460	Mumbai	Sd/-	

Signed before Me						
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCS	Gantayettu Bala Bhaskar Babuji s/o Gantayettu Jagannadha Rao	B-103, Shagun Residency, Plot No. 22, Sector 17, Roadpali, Kalamboli, Navi Mumbai 410218. Occupation: Practising Company Secretary	1182	Mumbai	Sd/-	