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23 AUG 2023

अनुसूची-१/Annexure-I

फॉर्म प्रमाणपत्रासाठी/Only for Affidavit

नूतन किरीट नं. अथवा क्रमांक/दिनांक
Sales Register Serial No/Date

किरीट किरीट किरीट नं. अथवा क्रमांक किरीट किरीट
Stamp Purchaser's Name/Place of
Residence & Signature

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Tel: 280073507 / Mob: 9820141006

23 AUG 2023



MS. Anjali Raut (Advocate.)
Shop No. 2, Raj Nagar, Opp. SBI,
Bank, Nalasopara (E), Pralhar.

[Handwritten Signature]



महाराष्ट्र MAHARASHTRA

2023

68AA 808295

प्रधान मुद्रांक विभाग, मुंबई.
प.मु.वि.क्र. ८००००७
17 AUG 2023
सत्यम् अधिकारी

क.व. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED AUGUST 30, 2023, TO THE OFFER AGREEMENT DATED DECEMBER 19, 2022 ENTERED INTO BY AND AMONGST ZAGGLE PREPAID OCEAN SERVICES LIMITED, PROMOTER SELLING SHAREHOLDERS, INVESTOR SELLING SHAREHOLDERS, OTHER SELLING SHAREHOLDERS, ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED AND JM FINANCIAL LIMITED



महाराष्ट्र MAHARASHTRA

● 2023 ●

68AA 808296

प्रधान सूत्रांक कार्यालय, मुंबई.
प.सु.वि.क्र. ८०००००७
17 AUG 2023
सकल अधिकारी

श्रीम. एन. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED AUGUST 30, 2023, TO THE OFFER AGREEMENT DATED DECEMBER 19, 2022 ENTERED INTO BY AND AMONGST ZAGGLE PREPAID OCEAN SERVICES LIMITED, PROMOTER SELLING SHAREHOLDERS, INVESTOR SELLING SHAREHOLDERS, OTHER SELLING SHAREHOLDERS, ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED AND JM FINANCIAL LIMITED

001568

23 AUG 2023

जाडपत्र-१/Annexure-I

फक्त प्रतिज्ञापकसाठी/Only for Affidavit

मुद्रांक रजिस्ट्री नंबर वही अनु. क्रमांक/दिनांक
Sales Register Serial No./Date:

मुद्रांक किंवा घेतल्याने नोंद घेतिल्याची पत्ता व सही
Stamp Purchaser's Name/Place of
Residence & Signature

23 AUG 2023

श्री दशराम अण्णायात शिंदे परतणकराकर मुद्रांक विभाग

परतणकराकर एल.एच.सी.-००००००७

सी-३, हेतु कर्मलाल पुराणा, उत्तम विहार कटिवाड बंगला,

एल.आय.सी. बंगला/मठ्या जमी, एल.सी. रोड,

सातस (परिपक्व), मुंबई-४००००९

ज्या कडकपासही जमाही मुद्रांक असेही देण्यात येत आहे त्यास कारणात्मक

मुद्रांक खरेदी करण्याबाबत ६ महिन्यांचा काळीस घालण्यात येईल

Tel: 23807359 / Mob.: 9820141086

Chhaya R. Rawat (Adv.)
A-1, Kailash Puri, Opp. SBI,
Bank, Vasai (E), Dist. Palghar

DATED AUGUST 30, 2023

AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED DECEMBER 19, 2022

AMONGST

ZAGGLE PREPAID OCEAN SERVICES LIMITED

AND

PROMOTER SELLING SHAREHOLDERS (AS DEFINED HEREINAFTER)

AND

INVESTOR SELLING SHAREHOLDERS (AS DEFINED HEREINAFTER)

AND

OTHER SELLING SHAREHOLDERS (AS DEFINED HEREINAFTER)

AND

ICICI SECURITIES LIMITED

AND

EQUIRUS CAPITAL PRIVATE LIMITED

AND

IIFL SECURITIES LIMITED

AND

JM FINANCIAL LIMITED

This amendment agreement to the offer agreement dated December 19, 2022 (“**Offer Agreement**”) is entered into on August 30, 2023 (this “**Amendment Agreement**”) among:

1. **ZAGGLE PREPAID OCEAN SERVICES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 301, III Floor, CSR Estate, Plot No.8, Sector 1, HUDA Techno Enclave, Madhapur Main Road, Rangareddi, Hyderabad 500 081, Telangana, India (the “**Company**”);
2. **THE PERSONS MENTIONED IN SCHEDULE I** (hereinafter referred to as the “**Promoter Selling Shareholders**” and individually as a “**Promoter Selling Shareholder**”, and which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns);
3. **THE PERSONS MENTIONED IN SCHEDULE I** (hereinafter referred to as the “**Investor Selling Shareholders**” and individually as the “**Investor Selling Shareholder**”, and which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns);
4. **THE PERSONS MENTIONED IN SCHEDULE I** (hereinafter referred to as the “**Other Selling Shareholders**” and individually as the “**Other Selling Shareholder**”, and which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns);
5. **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 Maharashtra, India (“**ICICI**”);
6. **EQUIRUS CAPITAL PRIVATE LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Marathon Futurex, Unit No. 1201, C wing, N.M. Joshi Marg, Lower Parel, Mumbai – 400013, Maharashtra, India (“**Equirus**”);
7. **IIFL SECURITIES LIMITED**, a company incorporated under the laws of India and whose office is situated at 10th Floor, IIFL Centre Kamala City, Senapati Bapat Marg Lower Parel (West), Mumbai 400 013, Maharashtra, India (“**IIFL**”); and
8. **JM FINANCIAL LIMITED**, a company incorporated under the laws of India and whose registered office is situated 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025, Maharashtra, India (“**JMFL**”).

In this Agreement, (i) ICICI, Equirus, IIFL and JMFL are collectively referred to as the “**Book Running Lead Managers**” or “**Managers**” and individually as a “**Book Running Lead Manager**” or a “**Manager**”; (ii) Promoter Selling Shareholders, Investor Selling Shareholders and Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as the “**Selling Shareholder**”; and (iii) the Company, the Selling Shareholders and the Managers are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The board of directors of the Company (“**Board of Directors**” or “**Board**”) pursuant to a resolution dated December 16, 2022, have approved and authorized the Offer and the shareholders of the Company pursuant to a resolution dated December 16, 2022, have approved the Fresh Issue in accordance with Section 62(1)(c) of the Companies Act, 2013.
- (B) The Company had filed a draft red herring prospectus dated December 19, 2022 (the “**DRHP**”) with the SEBI, and subsequently with BSE Limited and National Stock Exchange of India Limited (together, the

“**Stock Exchanges**”), on December 20, 2022, for review and comments, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**ICDR Regulations**”). After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, Telangana at Hyderabad (“**RoC**”), and thereafter the Stock Exchanges and SEBI, and thereafter a Prospectus in accordance with the Companies Act, and the ICDR Regulations.

- (C) Malvika Poddar, who had consented to participate in the Offer for Sale as an Individual Selling Shareholder pursuant to her consent letter dated December 14, 2022, and had signed and executed the Offer Agreement, has by way of her letter dated June 8, 2023 (the “**Termination Letter**”), informed the Company and the Managers about her intention to withdraw from participating in the Offer for Sale and confirmed termination of the Offer Agreement with respect to herself.
- (D) By way of resolution dated August 29, 2023, the Board of Directors has taken on record: (i) the Termination Letter; and (ii) updated list of Selling Shareholders along with the Equity Shares offered by them in the Offer for Sale as set out in **Schedule I** of this Amendment Agreement.
- (E) In terms of the ICDR Regulations, the Managers had entered into the Offer Agreement with the Company and the Selling Shareholders to set forth certain terms and conditions for and in connection with the Offer.
- (F) The Offer Agreement is required to be amended in line with the changes to the Equity Shares offered in the Offer for Sale. Accordingly, the Parties wish to enter into this Amendment Agreement to the Offer Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. Definitions and interpretation

- 1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement or the Offer Documents (as defined under the Offer Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy.
- 1.2. In case of conflict between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. Effectiveness

This Amendment Agreement shall come into effect from the date of its execution. All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.

3. Amendments to the Offer Agreement

- 3.1 The recital of the Offer Agreement shall be, and hereby is, substituted in its entirety with the following:

*“The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of INR 1 each of the Company (the “**Equity Shares**”), comprising a primary (fresh) issue of Equity Shares by the Company aggregating up to INR 3,920 million (the “**Fresh Issue**”) and an offer for sale of up to 10,449,816 Equity Shares (“**Offer for Sale**”) comprising (i) up to 1,529,677 Equity Shares by Raj P Narayanam and up to 1,529,677 Equity Shares by Avinash Ramesh Godkhindi by the Promoter Selling Shareholders (the “**Promoter Offered Shares**”), (ii) up to 2,830,499 Equity Shares by VenturEast Proactive Fund LLC, Up to 2,046,026 Equity Shares by GKFF Ventures, up to 538,557 Equity*

Shares by VenturEast SEDCO Proactive Fund LLC and Up to 118,040 Equity Shares by Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund) by the Investor Selling Shareholders, collectively, (the “**Investor Offered Shares**”) and (iii) up to 1,765,540 Equity Shares by Zuzu Software Services Private Limited, and up to 91,800 Equity Shares by Koteswara Rao Meduri by the Other Selling Shareholders (the “**Other Offered Shares**”, and together with the Promoter Offered Shares and the Investor Offered Shares the “**Offered Shares**”), as set out in Schedule I (the Fresh Issue together with the Offer for Sale, the “**Offer**”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”) and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company in consultation with the Managers (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions in compliance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933 (the “**U.S. Securities Act**”), and (ii) outside the United States and India, to eligible investors in “offshore transactions” as defined in, and in compliance with, Regulation S and in accordance with applicable laws of the jurisdictions where those offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Managers, on a discretionary basis in accordance with the SEBI ICDR Regulations. The Company, in consultation with the Managers, has undertaken a Pre-IPO Placement of 4,451,2019 Equity Shares and 1,524,390 Equity Shares for a cash consideration aggregating to ₹730 million and ₹250 million, on August 16, 2023, and August 21, 2023, respectively. The size of the Fresh Issue has been reduced by ₹980 million and, accordingly, the size of the Fresh Issue is up to ₹3,920 million”.

- 3.2 References to “Pre – IPO Placement” in the relevant sections of the Offer Agreement shall stand updated to the extent as specified in section 3.1.
- 3.3 Section 1 (Definitions and Interpretation) of the Offer Agreement shall apply mutatis mutandis to this Amendment Agreement, as if set out specifically herein, provided that:

“**Agreement**” shall mean the Offer Agreement as amended by this Amendment Agreement.

“**Restated Financial Information**” shall mean the restated financial information of the Company and the Subsidiary as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, comprising: (i) the restated consolidated statement of assets and liabilities as at March 31, 2023, the restated consolidated statement of profit and loss (including other comprehensive income), the restated consolidated statement of changes in equity and the restated consolidated statement of cash flows for the year ended March 31, 2023; (ii) the restated standalone statement of assets and liabilities as at March 31, 2022 and March 31, 2021, the restated standalone statement of profit and loss (including other comprehensive income), the restated standalone statement of changes in equity and the restated standalone statement of cash flows for each of the years ended March 31, 2022 and March 31, 2021; and (iii) the restated statement of significant accounting policies, notes and other explanatory information, each prepared in accordance with the requirements of Section 26 of Part I of Chapter III of the Companies Act, and restated in accordance with the SEBI ICDR Regulations and the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the ICAI, each as amended from time to time.

Accordingly, the references to “restated financial statements” in the relevant sections of the Offer Agreement stand modified to this extent.

“**Subsidiary**” shall mean Zaggle Technologies Limited.

- 3.2. Reference to Malvika Poddar in the term “Other Selling Shareholders” shall stand deleted. Accordingly, all the relevant sections in the Offer Agreement shall stand deleted with respect to Malvika Poddar.

3.3. Clause 3.90 of the Offer Agreement shall be, and hereby is, included as follows:

“As of the date of the Amendment Agreement, the Subsidiary is duly incorporated, registered and is validly existing under the laws of its incorporation. Further, since its incorporation, it has not commenced any business or conducted any operations, transactions or activities. The Restated Financial Information does not include the financial performance and financial condition of the Subsidiary, and only reflects the financial position and financial performance of the Company.

As of the date of the Amendment Agreement, the Subsidiary is in the process of being dissolved and its name being struck off from the register in accordance with the applicable law in the United Kingdom.

As of the date of this Amendment Agreement, except as will be disclosed in the Red Herring Prospectus:

- (i) there are no outstanding criminal proceedings, outstanding actions by statutory or regulatory authorities, claims relating to direct and indirect taxes, other pending material litigations, as determined to be material by the Board of Directors in accordance with its policy on materiality formulated as per the SEBI ICDR Regulations pursuant to a resolution of the Board of Directors dated December 14, 2022, involving the Subsidiary;*
- (ii) it is not prohibited from accessing the capital markets or debarred from buying, selling or dealing in securities, under any order or direction passed by the SEBI or any other any securities market regulator in any other jurisdiction or any other authority/court;*
- (iii) it is not identified as a ‘wilful defaulter’ or a ‘fraudulent borrower’, each as defined under the SEBI ICDR Regulations; and*
- (iv) The information in relation to the Subsidiary, as included in the Red Herring Prospectus and as will be included in the Prospectus, is and shall be, true, fair and adequate to enable prospective investors to make a well informed decision.”*

3.4. Section 14 of the Offer Agreement shall be, and hereby is, substituted in entirety with the following:

*14.1 “In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement or the Fee Letter (the “**Dispute**”), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days after the first occurrence of the Dispute, the Parties (the “**Disputing Parties**”) shall, (a) resolve the Dispute through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 (“**SEBI ADR Procedures**”), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under applicable law in connection with the Offer, or (b) if the SEBI ADR Procedures have not been notified by SEBI, or if resolution of the Dispute in accordance with the SEBI ADR Procedures is not mandatory under Applicable Laws, or not applicable to the Parties under applicable law in connection with the Offer, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (the “**Arbitration Act**”) and in accordance with Section 14.2 below.*

14.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Fee Letter.

14.3. The arbitration shall be conducted as follows:

- (i) *all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;*
- (ii) *all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration seated in Mumbai, India;*
- (iii) *each Disputing Party shall appoint one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator within fifteen (15) calendar days of the receipt of the second arbitrator's confirmation of his/her/its appointment. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;*
- (iv) *the arbitrators shall have the power to award interest on any sums awarded;*
- (v) *the arbitration award shall state the reasons on which it was based;*
- (vi) *the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;*
- (vii) *the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;*
- (viii) *the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);*
- (ix) *the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and*
- (x) *subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to any grant of interim relief in relation to any Dispute brought under the Arbitration Act."*

Schedule I to the Offer Agreement shall be replaced with the revised Schedule I to this Amendment Agreement.

4. Termination of the Offer Agreement with respect to Malvika Poddar

Parties acknowledge and agree that the Termination Letter constitutes a valid written notice of termination by Malvika Poddar in respect for herself as required under Section 19.4 of the Offer Agreement, and any other notice requirement contemplated under Section 19.4 of the Offer Agreement in respect of termination by Malvika Poddar is waived off by the Parties. Accordingly, the Offer Agreement is hereby terminated in respect of Malvika Poddar, by way of the Termination Letter and this Amendment Agreement.

5. Miscellaneous

- 5.1 Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorise the execution and consummation of this Amendment Agreement or have the requisite and proper authorisation to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request.
- 5.2 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement.

The Offer Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and all terms and conditions of the Offer Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.

- 5.3 Any dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Section 13 of the Offer Agreement and Section 14 of this Amendment Agreement.
- 5.4 If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 5.5 No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.
- 5.6 This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted by facsimile/electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zagle Prepaid Ocean Services Limited.

SIGNED for and on behalf of **ZAGGLE PREPAID OCEAN SERVICES LIMITED**

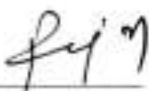
A handwritten signature in black ink, appearing to read 'Raj P Narayanam', written over a horizontal line.

Name: Raj P Narayanam

Designation: Executive Chairman

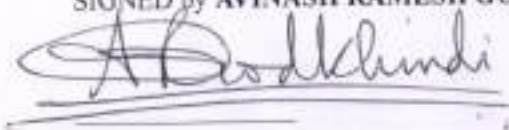
This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggle Prepaid Ocean Services Limited.

SIGNED by **RAJ P NARAYANAM**



This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggie Prepaid Ocean Services Limited.

SIGNED by AVINASH RAMESH GODKHINDI

A handwritten signature in cursive script, appearing to read "Avinash Ramesh Godkhindi", is written over a horizontal line. The signature is fluid and somewhat stylized, with the first letter 'A' being particularly large and prominent.

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggie Prepaid Ocean Services Limited.

SIGNED for and on behalf of VENTUREAST SEDCO PROACTIVE FUND LLC

A handwritten signature in blue ink, appearing to read 'Wendy Ramakrishnan', is written over a horizontal line.

Name: Wendy Ramakrishnan

Designation: **Director**

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggie Prepaid Ocean Services Limited

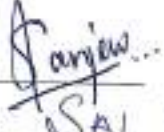
SIGNED for and on behalf of **VENTUREAST PROACTIVE FUND LLC**



Name: **Wently Ramakrishnan**
Designation: **Director**

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zagle Prepaid Ocean Services Limited.

SIGNED for and on behalf of VENTUREAST TRUSTEE COMPANY PRIVATE LIMITED
(ACTING ON BEHALF OF VENTUREAST PROACTIVE FUND)


Name: SAI SANJEEV YAMSANI
Designation: AUTHORISED SIGNATORY

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zogly Prepaid Ocean Services Limited.

SIGNED for and on behalf of **GRFF VENTURES**

A handwritten signature in blue ink, appearing to read "Devesh Hemantani", written over a horizontal line.

Name: **Devesh Hemantani**
Designation: **Director**

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zuggle Prepaid Ocean Services Limited.

SIGNED for and on behalf of **ZUZU SOFTWARE SERVICES PRIVATE LIMITED**



Name: Sudhakar Tirunagari
Designation: Director



This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zagle Prepaid Ocean Services Limited.

SIGNED by KOTESWARA RAO MEDURI

A handwritten signature in blue ink, appearing to be 'KRM', is written over a horizontal line.

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zagle Prepaid Ocean Services Limited.

SIGNED for and on behalf of **ICICI SECURITIES LIMITED**

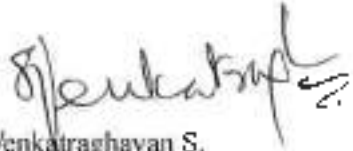
Sumit Singh



Name: Sumit Kumar Singh
Designation: AVP

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggic Prepaid Ocean Services Limited.

SIGNED for and on behalf of **EQUIRUS CAPITAL PRIVATE LIMITED**



Name: Venkatraghavan S.
Designation: Managing Director- ECM

Date: August 30, 2023

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zaggie Prepaid Ocean Services Limited.

SIGNED for and on behalf of **IIFL SECURITIES LIMITED**

A handwritten signature in blue ink is written over a circular stamp. The signature is cursive and appears to be 'S. Chikalge'. The stamp is also in blue ink and contains some illegible text and a central emblem.

Name: Shirish Chikalge
Designation: Senior Vice President

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement in connection with the proposed initial public offering by Zagle Prepaid Ocean Services Limited.

SIGNED for and on behalf of **JM FINANCIAL LIMITED**

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "JM Financial Ltd." around the perimeter and "Member" in the center.

Name: Sugandha Kaushik
Designation: Vice President

SCHEDULE I

Details of the Selling Shareholders

S. No.	Selling Shareholder	Address	Date of Board Resolution	Date of Consent	Number of Equity Shares Offered
<i>Promoter Selling Shareholders</i>					
1.	Raj P Narayanam	The Trails Villa #2, Lancohills Road, Kanaka Durga Temple, Manikonda, Pokalawada, Hyderabad, Puppalaguda, K.V. Rangareddy 500 089, Andhra Pradesh, India	NA	December 14, 2022	Up to 1,529,677
2.	Avinash Ramesh Godkhindi	C-2103, Oberoi Splendor, Jogeshwari Vikroli Link Road, Opp Majas Depot, Jogeshwari East, Mumbai 400 060, Maharashtra, India	NA	December 14, 2022	Up to 1,529,677
<i>Investor Selling Shareholders</i>					
3.	VenturEast Sedco Proactive Fund LLC	Apex House, Bank Street, TwentyEight Cybercity, Ebène 72201, Mauritius	September 23, 2022	December 14, 2022	Up to 538,557
4.	VenturEast Proactive Fund LLC	Apex House, Bank Street, TwentyEight Cybercity, Ebène 72201, Mauritius	September 23, 2022	December 14, 2022	Up to 2,830,499
5.	Ventureast Trustee Company Private Limited (Acting on behalf of Ventureast Proactive Fund)	7-50/1, Jai Santosh Nagar Colony, Street No. 8, Habsiguda, Hyderabad – 500 007, Telangana, India	September 22, 2022	December 14, 2022	Up to 118,040
6.	GKFF Ventures	Apex House, Bank Street Twentyeight, Cybercity, Ebene 72201, Mauritius	September 23, 2022	December 14, 2022	Up to 2,046,026
<i>Other Selling Shareholders</i>					
7.	Zuzu Software Services Private Limited	8-8-133/1/101, Road No.16, Greenpark Colony, Karmanghat, Hyderabad 500 034, Telangana, India	September 19, 2022	December 14, 2022	Up to 1,765,540
8.	Koteswara Rao Meduri	201, Samruddhi Enclave, Ramabhadra Colony, Nizampet, Hyderabad 500 090, Telangana, India	NA	December 14, 2022	Up to 91,800