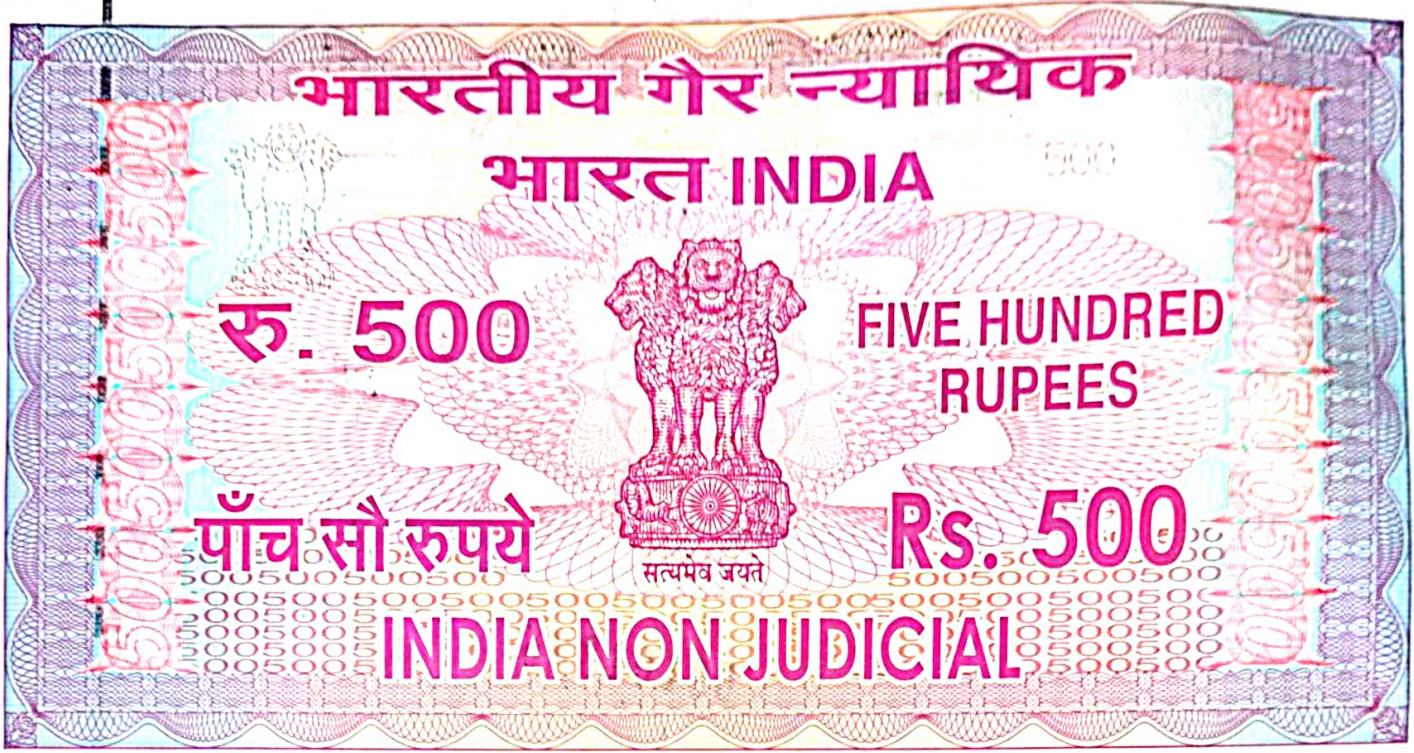


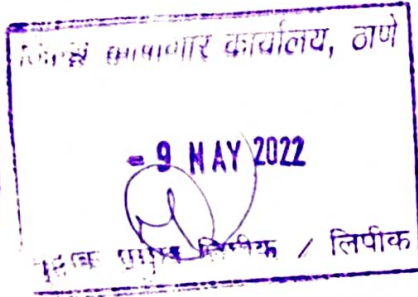
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महाराष्ट्र MAHARASHTRA

2022

BN 134392



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE SERVICE PROVIDER AGREEMENT DATED MAY 9, 2022 ENTERED INTO BETWEEN CONCEPT COMMUNICATIONS LIMITED AND eMUDHRA LIMITED

जोडपत्र २

मुद्रांक विक्रीची नोंदवही अनुक्रमांक

दिनांक

वस्तुवस्तु प्रकार

वस्तु नोंदणी करणार आहे का ? :- होय/नाही

मिळवणीचे दस्तऐवज वर्णन

मुद्रांक विक्री घेणाऱ्याचे नांव व पत्ता

दुसऱ्या पक्षाच्या नांव व पत्ता

हस्तांतर अस्तित्वात त्याचे नांव/पत्ता

हस्तांतर सही

परवानाधारक मुद्रांक विक्रेत्याची सही (प्रमोद आर. दुवे)

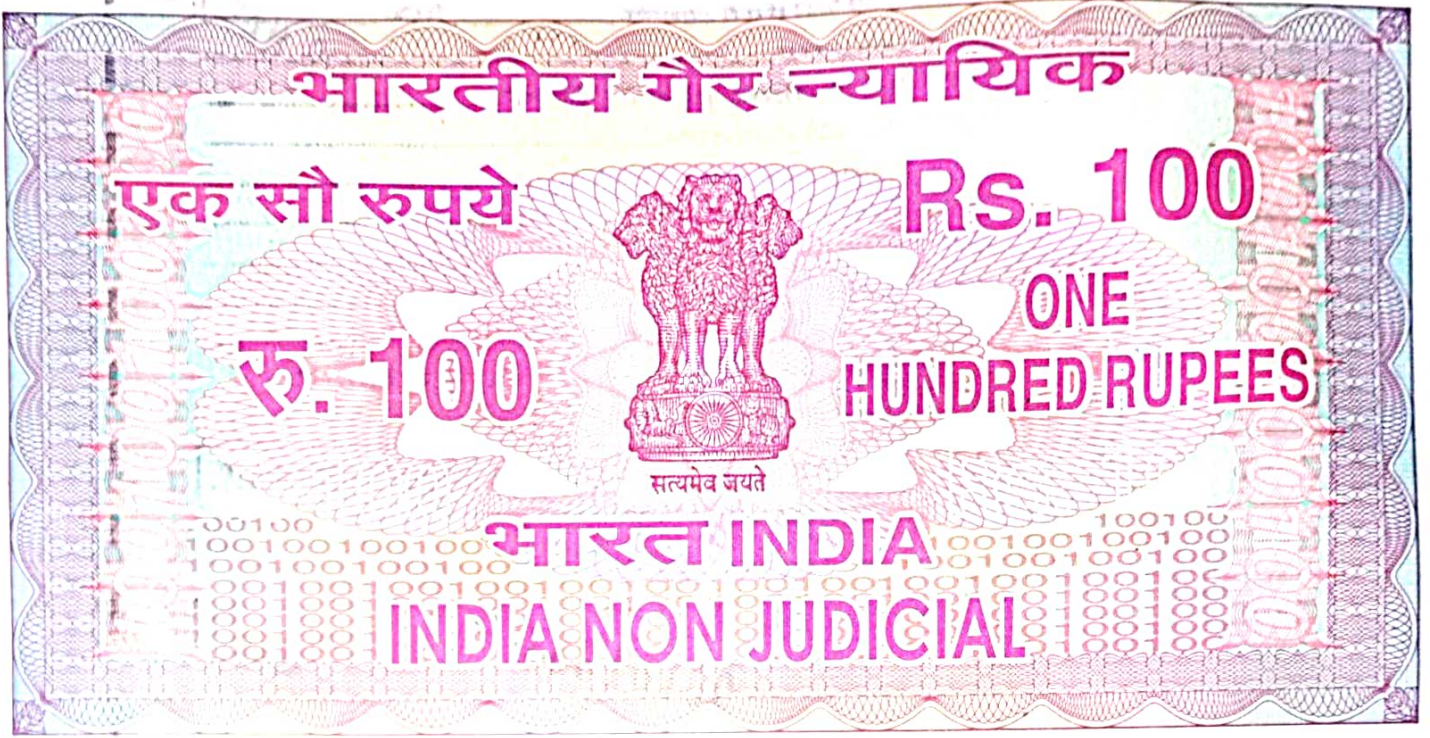
मुद्रांक विक्रीचे पत्ता - आदेशपर कृपा, शांती पार्क, भीरा रोड (पूर्व), दाणे.

परवाना क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

00101385

10 MAY 2022



महाराष्ट्र MAHARASHTRA

● 2022 ●

08AA 260812



जिल्हा कोषागार कार्यालय, ठाणे
- 4 MAY 2022
मुद्रांक प्रमुख लिपीक / लिपीक

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जोडपत्र २

पुढील विषये नोंदवरी अनुक्रमणिका

दिनांक

10 MAY 2022

पुढील विषय

पुढील नोंदणी करणार आहे का ? 1- होय/नाही

निकालावरील दोकण्यास वर्णन

पुढील विषय घेण्याचे नांव व पत्ता

concept communications LTD

दुरुवण्या पत्रावरील नांव व पत्ता

11F6 security LTD

दुरुवे असल्यास त्याचे नांव/पत्ता

दुरुवे सही

परवानाधारक मुद्रांक विक्रेत्याची सही (प्रगोद आर. दुवे)

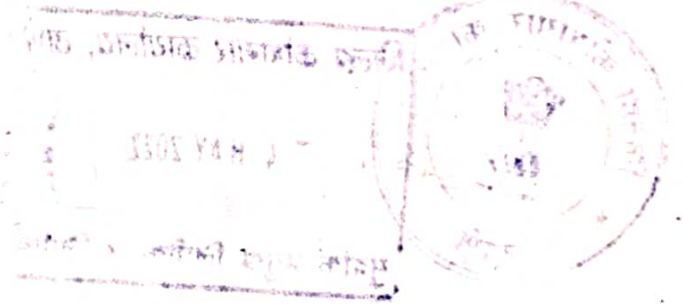
मुद्रांक विक्रीचे पत्ता - आदेशवर कृपा, शांती पार्क, मीरा रोड (पूर्व), वझे.

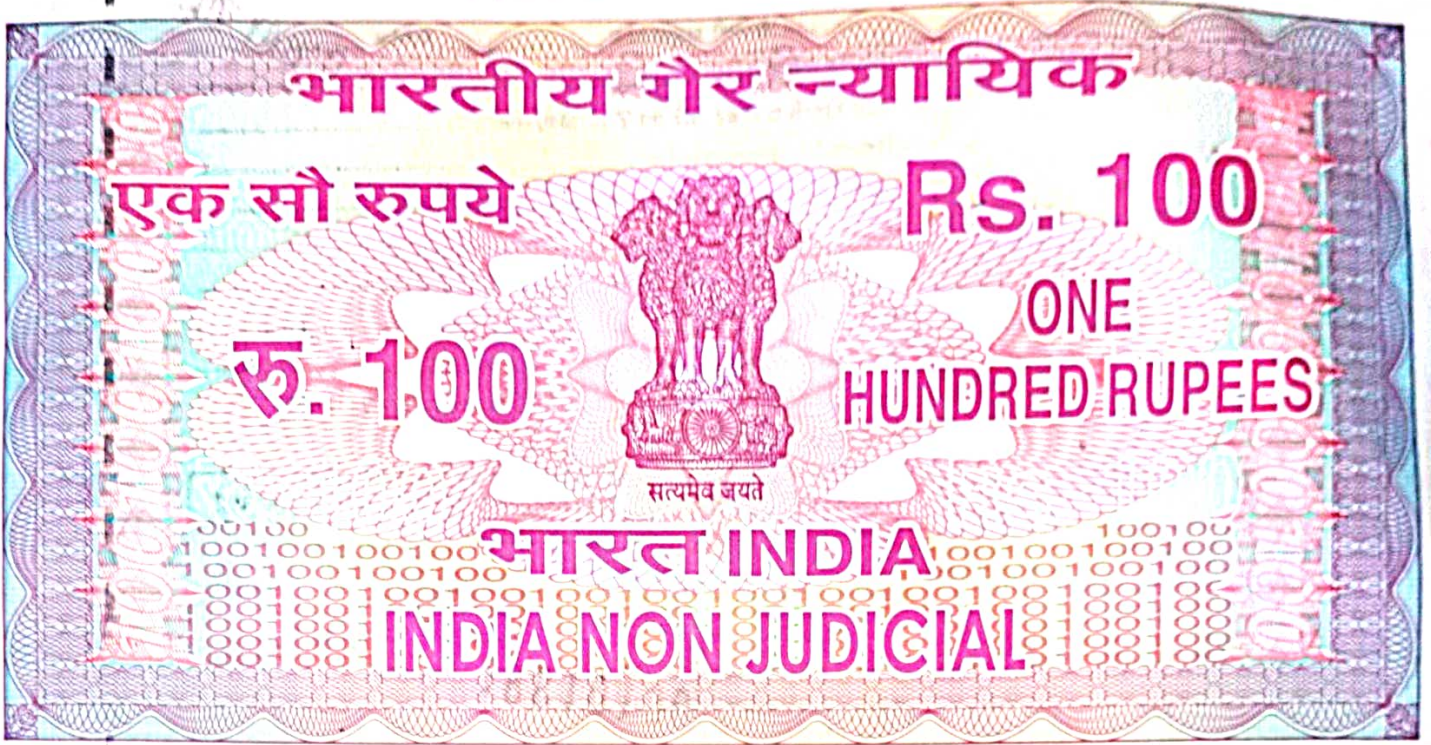
परवाना क्रमांक 9209086

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

00101384

10 MAY 2022

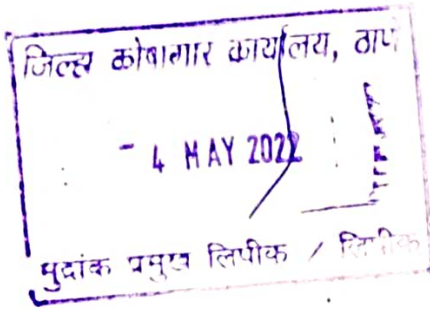




महाराष्ट्र MAHARASHTRA

० 2022 ०

08AA 260815



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE SERVICE PROVIDER AGREEMENT DATED MAY 9, 2022 ENTERED INTO BETWEEN CONCEPT COMMUNICATIONS LIMITED AND eMUDHRA LIMITED

माहिती २

संस्था/संस्थान/संस्थापक

दिनांक

10 MAY 2022

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक आहे का ? - होय/नाही

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

CONCEPT COMMUNICATIONS LTD

संस्था/संस्थान/संस्थापक

IFU SECURITY LTD

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

संस्था/संस्थान/संस्थापक

10 MAY 2022

00101381

This Amendment Agreement (the “**Amendment Agreement**”) to the Service Provider Agreement (as defined hereinafter) is entered into on May 9, 2022, at Mumbai between:

eMUDHRA LIMITED, a company incorporated under the Companies Act, 1956 and having its registered and corporate office at 3rd Floor, Sai Arcade No.56, Outer Ring Road, Devarabeesanahalli, Bengaluru 560103, Karnataka, India (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

CONCEPT COMMUNICATION LIMITED, a company incorporated under the Companies Act, 1956 (CIN: U74300MH1987PLC042964) and having its registered office at Queen’s Mansion, Prescott Road, Fort, Mumbai – 400 001, Maharashtra, India (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

In this Agreement, the Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) The Company and the Selling Shareholder had executed a service provider agreement dated November 12, 2021 (“**Service Provider Agreement**”) in connection with the Offer.
- (B) The Company had filed the draft red herring prospectus dated November 12, 2021 (“**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited and National Stock Exchange of India Limited, for review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**ICDR Regulations**”). Subject to prevailing market conditions and other considerations, the Company proposes to file the red herring prospectus and the prospectus with the Registrar of Companies, Karnataka at Bangalore, SEBI and the Stock Exchanges in accordance with the Companies Act, 2013 and the ICDR Regulations.
- (C) The Company and the Selling Shareholders wish to revise the size and structure of the Offer in the red herring and the prospectus, including the Offer for Sale portion.
- (D) In order to facilitate the Offer, the Parties have agreed to enter into this Amendment Agreement to reflect the revision in the Offer size and structure.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Service Provider Agreement.

- 1.2 This Amendment Agreement shall constitute a part of, and shall be read together, with the Service Provider Agreement. All references to the Service Provider Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Service Provider Agreement, as amended by this Amendment Agreement.
- 1.3 In case of conflict between the provisions of this Amendment Agreement and the Service Provider Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENT TO THE SERVICE PROVIDER AGREEMENT

2.1 Recital 1 of the Service Provider Agreement will be replaced by the following:

The Company and the Selling Shareholders (defined below) propose to undertake an initial public offering of equity shares bearing face value of ₹ 5 each of the Company ("**Equity Shares**"), to be offered to the public, comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,610 million (the "**Fresh Issue**") and an offer for sale of up to 9,835,394 Equity Shares held by certain shareholders of the Company (the "**Selling Shareholders**", and such Equity Shares the "**Offered Shares**") ("**Offer for Sale**", and together with the Fresh Issue, the "**Offer**"). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder, each as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other applicable laws at such price as may be determined by the Company, in consultation with the book running lead managers to the Offer, namely, IIFL Securities Limited, Indorient Financial Services Ltd and YES Securities (India) Limited (collectively, the "**BRLMs**") through the book building process under the SEBI ICDR Regulations (the "**Offer Price**"). The Offer will be made (i) in accordance with the ICDR Regulations and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), as amended ("**Regulation S**"); (ii) outside the United States and India, to institutional investors in "offshore transactions" in reliance on Regulation S under the U.S. Securities Act, and in each case, in compliance with applicable laws of the jurisdictions where those offers and sales are made; and (iii) in the United States to "qualified institutional buyers" (as defined in Rule 144A under U.S. Securities Act) under Section 4(a) of the U.S. Securities Act.

2.2 Clause 16.7 will be replaced with the following:

"No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the term 'Offer', shall be construed accordingly."

- 2.3 **Schedule VI** of the Service Provider Agreement referred to in Clauses 9, 10.3 and 14 of the Service Provider Agreement shall be replaced with the **Annexure A** of this Amendment Agreement.

3. MISCELLANEOUS

3.1 Ratification and Confirmation

Except as expressly amended herein, all terms, representations, warranties, covenants and conditions of the Service Provider Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Service Provider Agreement, other than the terms amended by this Amendment Agreement, shall apply mutatis mutandis to this Amendment Agreement and the Letter of Indemnity in the manner set forth in the Service Provider Agreement.

Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.

3.2 Governing Law

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto including all disputes, if any, arising out of the Assignment shall be governed in accordance with Clause 11 of the Service Provider Agreement.

3.3 Arbitration

Any dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Clause 12 of the Service Provider Agreement.

3.4 Effective

This Amendment Agreement shall come into effect immediately on the date first mentioned hereinabove.

3.5 Counterparts

This Amendment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall, together, constitute only one and the same instrument.

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed and delivered by, for and on behalf of]
Concept Communications Limited by the]
hands of its Authorized Signatory.]
]



Name and Signature:]
Ravi Mehra]



IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties
hereto on the day and year mentioned above.

Signed and delivered by, for and on behalf]
of **eMudhra Limited** by the hands of its]
Authorized Signatory.]
]

Name and Signature:

] 
] V Srinivasan