

**Term Sheet for Investment in  
[.]  
Preferred Stock**

These terms do not constitute a contract and are solely for the purpose of outlining the principal terms of a potential investment in [.] (“Company”) by certain accredited investors (“Investors”) This Term Sheet represents the intention of the Parties at the date hereof only and is not legally binding upon the Parties, except that the obligations set forth in sections “Confidentiality” & “Exclusivity” below shall be binding on the Parties.

<b>1. Issuer</b>	[.] ( the “Company”)
<b>2. Founders:</b>	[.]
<b>3. Pre-money Valuation and Instrument of investment:</b>	<p>The Investment would be done through CCPS (Compulsorily Convertible Preference Shares) which would get converted as per the following understanding :</p> <ol style="list-style-type: none"> <li>1. In the event of Subsequent round of Qualified funding (Qualified to be defined as investment round greater than INR 20 M) happening before 6 months of the execution of the definitive agreement, the invested amount of INR 5 Million would be priced as per the new round valuation</li> <li>2. In case there is no qualified funding round happening in six months, at the expiry of six months , the invested amount would be priced at Pre-money valuation of INR 50 Million</li> </ol>
<b>4. Liquidation Preference</b>	2x straight liquidation preference, i.e., non-participating.
<b>5. Anti dilution protection</b>	The Investor shall be entitled to anti-dilution protection on a broad-based weighted average basis.
<b>6. Key Man Exclusivity, Non-Compete and Non-Solicit</b>	The Promoter and key employees shall devote all of their working time and effort to the Company, and shall not assist, advise or obtain any rights in any other business or commercial venture without obtaining the prior approval of the Investor. The Promoter and key employees shall be bound by standard non-compete and non-solicit provision, to be set out in the Definitive Agreements.
<b>7. Exit Rights</b>	Standard exit rights for an IPO or sale after 5 years.
<b>8. Default Rights</b>	Definitive Agreements will provide for standard default rights of the Investor, upon occurrence of default, including drag rights and acceleration in exit options.
<b>9. Share transfer Restrictions</b>	<p>Promoters will have a lock-in of 4 years.</p> <ol style="list-style-type: none"> <li>1. <u>Investor’s Right of First Refusal</u>: The Investor will have a right of first refusal on pro-rata basis on any sale or transfer of shares held by all the other shareholders of the Company</li> <li>2. <u>Investor Tag Along Rights</u>: The Investor will have tag along right on pro-rata basis on any sale or transfer of shares held by all the other shareholders of the Company</li> </ol>

<p><b>10. Affirmative Rights</b></p>	<p>The Investor will have affirmative rights on the following (in relation to the Company and each subsidiary):</p> <ul style="list-style-type: none"> <li>• Economic rights consistent with a standard Seed shares subscription agreement. These will include approval rights that involves a change in the ownership structure or rights of various securities, including but not limited to future fund-raise, issue of bonus shares, buy-backs etc.</li> </ul>
<p><b>11. Promoter Vesting</b></p>	<p>The shares of Promoters will vest over four years from Closing, on a monthly basis, provided that shares will vest fully if there is an exit event</p>
<p><b>12. Representations and Warranties</b></p>	<p>Promoters and Company will provide standard representations &amp; warranties, and indemnities</p>
<p><b>13. Use of Proceeds:</b></p>	<p>The proceeds from the sale of Seed Preferred will be used for working capital and capital expenditures (Itemised Details to be provided by the Company)</p>
<p><b>14. Financial Statements &amp; Reporting:</b></p>	<p>Investor will also have standard information rights, including relating to receipt of audited and un-audited financial statements and quarterly MIS. In addition, Investors shall have standard inspection rights.</p>
<p><b>15. Confidentiality</b></p>	<p>All the parties agree to keep all negotiations with the Investor on a confidential basis, including the existence and contents of this term sheet.</p>
<p><b>16. Closing Conditions</b></p>	<p>Closing of the transaction will be subject to (i) receipt by each party of all necessary government, corporate, management, and legal approvals, (ii) amendment of the Company's charter documents (iii) compliance of the Company with all pre-closing covenants as per the terms of the definitive transactional document; (iv) incorporation and structuring of the Company to the satisfaction of the Company.</p>
<p><b>17. Exclusivity</b></p>	<p>The Company agrees to negotiate the above-contemplated transaction with the Investor on an exclusive basis for a period of 30 days from the signing of this term sheet within or such other extended time as may be mutually agreed between the parties.</p>
<p><b>18. Governing Law</b></p>	<p>This Term Sheet and future Investment Agreement shall be governed by the laws of India.</p>