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AS 362501

This stamp paper forms an integral part of the Second Amendment to the Existing Shareholders' Agreement dated July 20, 2024 entered into between Orbimed Asia II Mauritius Limited (surviving entity pursuant to amalgamation), Suraksha Diagnostic Limited, Dr. Somnath Chatterjee, Ritu Mittal, Sarla Kejriwal (legal heir and successor of Mr. Kishan Kumar Kejriwal), Munna Lal Kejriwal, Santosh Kumar Kejriwal, Dneema Overseas Private Limited, Tinni Investments Limited, Satish Kumar Verma and Sandeep Kejriwal

4112

100/- 11 6 JUL 2024

No. Value

Date

Sold to

Address

Vendor Sign

Surashtra Diagnostic Ltd,
New Town,
Kolkata-700156

Sharmista Chatterjee Mukherjee
Govt. Lince Stamp Vendor
Sealdah Civil Court, Kol-14

SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT

BY AND AMONGST

ORBIMED ASIA II MAURITIUS LIMITED
(surviving entity pursuant to amalgamation)

(as the Investor)

AND

SURAKSHA DIAGNOSTIC LIMITED
(formerly known as Suraksha Diagnostic Private Limited)

(as the Company)

AND

OTHER SHAREHOLDERS

SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT

This amendment to the shareholders' agreement dated December 5, 2016 read with the first amendment dated March 28, 2024 to the shareholders' agreement (together the "**SHA**") is executed on this July 20, 2024 ("**Execution Date**").

BY AND AMONGST

- (1) **ORBIMED ASIA II MAURITIUS LIMITED** (*surviving entity pursuant to amalgamation*), a company incorporated in Mauritius and having its registered office at Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius (hereinafter referred to as "**OrbiMed**", or "**Investor**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Affiliates, nominees and permitted assigns);

AND

- (2) **SURAKSHA DIAGNOSTIC LIMITED** (*formerly known as Suraksha Diagnostic Private Limited*), a company duly organized and existing under the 1956 Act and having its registered office at 12/1, Premises No. 02-0327, DG Block, Action Area 1D, New Town, Kolkata-700156 (hereinafter referred to as "**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);

AND

- (3) The Persons whose names and brief particulars are set out in **ANNEXURE 1** (hereinafter collectively referred to as the "**Other Shareholders**" and individually as "**Other Shareholder**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, successors, administrators and permitted assigns);

The Company, Investor and Other Shareholders shall collectively be referred to as the "**Parties**" and individually as a "**Party**", wherever the context so permits.

Each party above named shall be referred to as a "**Party**" when referred to individually and shall be referred to as "the **Parties**" when referred to collectively.

WHEREAS:

1. A shareholders' agreement dated December 5, 2016, was executed by the Company, the Investor and the Other Shareholders of the Company, as amended by the first amendment agreement dated March 28, 2024, with its schedules or exhibits that may be annexed hereto and all other instruments supplemental to or amending, modifying or confirming the shareholders' agreement (together, the "**SHA**") to govern the relationship amongst the Parties as Shareholders of the Company, including their rights and obligations with respect to their respective investments in the Company and the operation, administration, management of the Company and certain matters in connection therewith.
2. The Company is considering, subject to necessary approvals and market conditions, an

initial public offering of its equity shares of face value INR 2 (“**Equity Shares**”), and proposed listing of the Equity Shares on BSE Limited and the National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) which shall be authorized by the resolutions of the Board and the Shareholders, respectively (the “**IPO**” or “**Offer**”).

3. In this connection, the Parties have discussed that certain terms previously agreed under the SHA are required to be reconsidered, given the legal and regulatory requirements applicable to, and in order to facilitate, the IPO.
4. Therefore, the Parties are entering into this Agreement with the objective of amending certain provisions of the SHA, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

- 1.1. Unless the context otherwise requires, capitalized terms used in any part of this Agreement, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meanings as ascribed to such terms in the SHA.
- 1.2. The rules of interpretation applicable in terms of Section 1 and the relevant Schedules of the SHA shall apply *mutatis-mutandis* to this Agreement.
- 1.3. The provisions of this Agreement shall come into effect and be binding on and from the date of execution of this Agreement till such time as the Agreement is terminated in accordance with Section 6 hereof.

2. AMENDMENTS

- 2.1. The reference to term “**Promoter**” in the existing SHA is hereby amended and replaced with the term “**Other Shareholders**”. Accordingly, all references to the term ‘Promoter’ in the SHA, including in other defined terms, shall be hereinafter deemed to be replaced with the term ‘Other Shareholders’, which term shall include such persons as identified in Annexure 1 to this Amendment Agreement. Parties acknowledge that the promoters of the Company are Dr. Somnath Chatterjee, Ritu Mittal and Satish Kumar Verma, and the three of them will hereinafter collectively be referred to collectively as “**Promoters**” and individually as a “**Promoter**”.
- 2.2. The definition of Big Five Auditors in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following, and such references shall be deemed to be suitably updated across the SHA:

*“**Big Six Auditors**’ means KPMG, PricewaterhouseCoopers, Ernst & Young, Deloitte, Grant Thornton and MSKA & Associates.”*
- 2.3. The definition of Business in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following:

*“**Business**’ means the business of the Company of establishing and operating diagnostic service centers including pathology, radiology and pathological testing laboratories and polyclinic operations, and such other business permitted under the Memorandum of Association of the Company from time to time.”*

- 2.4. The definition of Drop-Dead Date in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following:

“Drop Dead Date’ shall mean May 31, 2025 or such later date as may be mutually agreed in writing by the Parties;”

- 2.5. The definition of Equity Shares in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following:

“Equity Shares’ mean ordinary equity shares with voting rights of face value of INR 2 (Indian Rupees Two only) each in the capital of the Company;”

- 2.6. The definition of Restated Articles in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following:

“Restated Articles” means the articles of association of the Company as amended from time to time, incorporating the relevant terms of the SHA.”

- 2.7. The definition of Qualified IPO in Schedule 3 (*Definition – Section 1.1*) of the SHA is hereby amended and substituted in its entirety with the following:

“Qualified IPO shall mean means closing of public offering of Shares or other securities of the Company (including depository receipts) resulting in a listing of the Shares or securities on the Stock Exchanges or any recognised stock exchange elsewhere in the world, which satisfies the following conditions (i) the offering complies with all regulatory and listing requirements and (ii) the terms of the offering, including size of the offering shall be agreed to by the Investor, subject to compliance with Applicable Law, including regulatory feedback.”

- 2.8. The following Section 3.3 (*Information and Inspection Rights*) shall be added to the SHA after the existing Section 3.2 of the SHA:

“3.2 The Parties agree that the rights of the Investor to receive information pursuant to Sections 3.1 and 3.2, and share with its Affiliates under Section 11.1, shall be subject to compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, as applicable. Further, such rights will cease to be effective from the date of filing of the red herring prospectus with Registrar of Companies, West Bengal at Kolkata, in relation to a Qualified IPO, in compliance with the SHA.”

- 2.9. Section 4.1. (*Board, management and related matters*) of the SHA is hereby amended and substituted in its entirety with the following:

“4.1.1 As long as the Investor holds the Minimum Investor Threshold, Investor shall have a right to nominate a director (an "Investor Director") on the Board. The Other Shareholders and the Company shall take all actions to ensure that the Investor Director and replacements, if any are duly appointed as a Director on the Board without any delay. The Other Shareholders undertake not to veto or otherwise obstruct the appointment, in accordance with this Agreement, of the Investor Director on the Board or any committee of the Company.

4.1.2 The Promoters shall have a right to nominate one Director each to the Board (each a "Promoter Director" and collectively "Promoter Directors"). A Promoter shall not be entitled to appoint himself or any other Person as a Promoter Director if such Promoter's employment with the Company is terminated for cause. In such an event, the remaining Promoters shall be bound to co-operate and do such acts as may be necessary in this regard. Subject to the above, the Investor shall not (and shall cause the Investor Director to not) veto or otherwise obstruct the appointment of the Promoter Directors on the Board or any committee of the Company in accordance with this Agreement.

4.1.3 The chairman of the Board shall be appointed by the Board, and the chairman of the Board shall not have a second or a casting vote. Parties agree that the Board will also include such number of independent directors as may be required under Applicable Law, in addition to the Investor Director and the Promoter Directors."

- 2.10. Section 4.2. (Board, management and related matters) of the SHA is hereby amended and substituted in its entirety with the following:

"Retirement and Replacement of Directors: Each of the Parties shall exercise their rights and take all such actions as may be needed to ensure the election or appointment of the individuals nominated as aforesaid. In the event of the resignation, retirement or vacation of office of a nominated Director, the Party /Parties nominating such Director shall be entitled to appoint another Director in place of such outgoing Director and all the Parties shall exercise their rights and take all such actions as may be needed to ensure the appointment of the individual nominated as aforesaid. Within 3 (three) days of receipt of a Notice by the Company from a Party /Parties entitled to nominate or substitute a Director, the Company shall issue a Notice for calling a meeting of the Board for completion of corporate and regulatory formalities relating to such nomination or substitution, as the case may be. Further, each of the Parties shall exercise their rights and take all such actions as may be needed, and the Company shall complete all corporate and regulatory formalities relating to such nomination or substitution, as the case may be. It is clarified that no Party other than the Party nominating such a Director shall have a right to remove such appointed Director. Parties agree that the term of the Investor Director and the Promoter Directors shall be subject to compliance with Applicable Law."

- 2.11. Section 4.3. (Board, management and related matters) of the SHA is hereby amended and substituted in its entirety with the following:

"Committees of the Board. The Board may set up such committees as the Board may deem fit from time to time. As long as the Investor holds the Minimum Investor Threshold, the Investor will be entitled to nominate the Investor Director as a member of all such committees, other than the IPO committee, subject to compliance with Applicable Law. The provisions of quorum for Board meetings as set out in Section 4.8 shall mutatis mutandis apply for meetings of all such committees."

- 2.12. Section 4.6. (Board, management and related matters) of the SHA is hereby amended and substituted in its entirety with the following:

"4.6.1 The Company agrees and acknowledges that the Investor Directors and their respective Investor Alternate Directors shall be non-executive Directors. The Promoters and the Company expressly agree that the Investor Director and Investor Alternate Director shall not be identified as officers in charge/ default of the Company or occupiers of any premises used by the Company. Further, the Other Shareholders and the Company undertake to ensure that the other directors or suitable persons are nominated as officers in charge/ default and for the purpose of statutory compliances, occupiers or employers, as the case may be. Accordingly, notwithstanding anything to the contrary in this Agreement but subject to Applicable Law, the Company shall indemnify and hold the Investor Directors and the Investor Alternate Directors harmless from all claims and liabilities to the maximum extent permitted under Applicable Law for any liability incurred by him in connection with bona fide and diligent discharge of duties and exercise of powers and holding of office of a Director, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, willful misconduct or bad faith acts or omissions of such Director. The Parties agree that, subject to Applicable Law, the Investor Directors and the Investor Alternate Directors shall not be required to hold any qualification Shares. Termination of this Agreement, for any reason whatsoever, shall not affect the indemnification obligations of the Company towards the Investor Directors and the Investor Alternate Directors for matters indemnified hereunder provided the events giving rise to the claim occurred prior to termination of this Agreement or the cessation of directorship of the Investor Director / Investor Alternate Director, whichever is

earlier.”

- 2.13. Section 4.12. (*Shareholders’ Meetings*) of the SHA is hereby amended and substituted in its entirety with the following:

“Shareholders’ Meetings. A general meeting of the Shareholders shall be convened in accordance with Applicable Law.

4.12.1 The quorum for a meeting of the Shareholders shall include the Investor or a nominee/ representative of the Investor and 1 (one) Promoter or a nominee/ representative of the Promoter being present at the beginning of, and throughout, the meeting.

4.12.2 If a valid quorum is not present for any meeting of the Shareholders, the meeting shall automatically stand adjourned to the same day and time and at the same venue in the following week. If such a day is not a Business Day, the meeting shall be held on the next Business Day. If at such adjourned meeting also, no valid quorum is present, then the Shareholders present at such adjourned meeting (not being less than the number required under the 2013 Act) shall be deemed to constitute a valid quorum and the Company may proceed to discuss and decide on the matters on the agenda and any decisions so taken shall be binding on all the Shareholders. Provided that (i) no business or items not being part of the agenda of the original meeting shall be dealt with in such adjourned meeting; and (ii) no business concerning any of the Investor Protection Matters shall be approved except as specified in Section 4.11 (Investor Protection Matters).”

- 2.14. The following Section 6.7 (*Restrictions on Transfer of Shares*) shall be added to the SHA after the existing Section 6.6 of the SHA:

“6.7 Parties agree that the terms of Sections 6.5 and 6.6 shall not apply to Transfers of Equity Shares by any of the Parties pursuant to a Qualified IPO.”

- 2.15. The Section 8.1.2.3. (*Exit – General IPO Terms*) of the SHA is hereby amended and substituted in its entirety with the following:

(i) “Subject to Applicable Law and Section 8.1.2.4, the Investor will have the right but not the obligation to offer, for sale through the Public Offer, all or any of the Investor Shares in such proportion above its pro rata offer entitlement or in priority to the other Shareholders as it deems fit. The Investor has the right to offer up to 100% (one hundred per cent) of the Investor Shares in the Qualified IPO in addition or along with issuance of new Shares by the Company. It is clarified that the allocation of successful bids received in the Qualified IPO to the Shareholders participating in the Public Offer as selling shareholders shall be in accordance with applicable law and as agreed in the offer agreement to be entered into in relation to the Qualified IPO.”

- 2.16. The following Section 8.1.2.13 (*Exit – General IPO Terms*) shall be added to the SHA after the existing Section 8.1.2.12 of the SHA:

“The price band, offer price and allocation of Equity Shares to successful bidders in the Qualified IPO will be determined and approved by the Board in accordance with Applicable Law.”

- 2.17. Section 10.3 (*Liquidity preference*) of the SHA is hereby amended and substituted in its entirety with the following:

“Any incremental Shares that need to be issued or Transferred to the Investor to facilitate realization of the Liquidity Preference Amount shall be made by the Company or the Promoters, as agreed to by the Investor, by any method permissible under Applicable Law, including but not limited to (a) an adjustment of the conversion price or Conversion Ratio of the Investor CCPS; (b) issue of additional Shares to the Investor at the lowest permissible price; (c) Transfer of Shares held by the Promoters or other Shareholders to the Investor at lowest price permissible under Applicable Law; (d) payment of consideration to the Investor by the Promoters or Company; (e)

reduction of the sale proceeds or other proceeds receivable by the Promoters or all other Shareholders; or (f) by taking any action that may be necessary to ensure that the Investor realize the Liquidity Preference Amount.”

- 2.18. Section 11.18 (Additional Covenants) of the SHA is hereby amended and substituted in its entirety with the following:

“Compliance Officer. The Company shall appoint the Company Secretary as the compliance officer (“Compliance Officer”). The Compliance Officer shall be responsible to the Company for the conduct of its affairs, ensuring compliance by the Company of Applicable Law and shall be considered the officer in default for the purposes of the 2013 Act. The Company shall ensure that appropriate filings are made to record the appointment of the Compliance Officer within such timeline prescribed under Applicable Law.”

- 2.19. Section 11.23 (Additional Covenants) of the SHA is hereby amended and substituted in its entirety with the following:

“Additional Obligations. The Company undertakes that all functional heads of the Company, including business heads such as marketing head and departmental heads, employed after the Closing Date shall be identified as ‘senior management’. The Management Promoters agree and acknowledge that in the event of termination of the employment of any of the Management Promoters (in the manner defined under the employment agreement with the Management Promoters), the Management Promoter continuing in the employment of the Company shall continue to be bound by the obligations of the Management Promoters under this Agreement and the Management Promoter whose employment has been terminated (for cause or otherwise) shall continue to be bound by the obligations of a Promoter under this Agreement. In the event of termination of the employment of any of the Management Promoters for ‘good reason’ (as defined under the employment agreement with the Management Promoters), the Investor and the Management Promoter continuing in the employment of the Company shall mutually agree on the best way forward for the Company, including the Management Promoter, continuing in the employment of the Company, conducting the operations of the Company or a sale to a third party, including to a Competitor.”

- 2.20. Section 12.4 (Material breach and termination) of the SHA is hereby amended and substituted in its entirety with the following:

“Termination on IPO. This Agreement and all the rights and obligations of the Investor under this Agreement shall terminate upon receipt of final listing and trading approval from the Stock Exchanges for listing of the Equity Shares pursuant to the IPO.”

- 2.21. Paragraph 3(b) in Schedule 6 (Terms of issuance of Investor CCPS - Conversion) of the SHA is hereby amended and substituted in its entirety with the following:

“b. The holders of Investor CCPS shall, at any time prior to 19 (nineteen) years from the date of issuance of the same, be entitled to call upon the Company to convert all or any of the Investor CCPS by issuing a Notice to the Company accompanied by a share certificate representing the Investor CCPS sought to be converted. Immediately and no later than 30 (thirty) days from the receipt of such Notice, the Company shall issue Equity Shares in respect of the Investor CCPS sought to be converted. The record date of conversion of the Investor CCPS shall be deemed to be the date on which the holder of such Investor CCPS issues a Notice of conversion to the Company. The Investor CCPS, or any of them, if not converted earlier, shall convert into Equity Shares at the then applicable conversion rate as confirmed by the Investor in writing prior to such conversion, (i) on latest permissible date prior to the issue of Shares to the public in connection with the occurrence of a Qualified IPO under Applicable Law, or (ii) on the day following the completion of 19 (nineteen) years from the date of issuance of the same. Subject to compliance with Applicable Law, the holders of the Investor CCPS may agree to convert the Investor CCPS into such lesser number of Equity Shares considering the financial and operational performance of the Company at such time.”

- 2.22. The following paragraph 3(c) shall be added in Schedule 6 after paragraph 3(b) (*Terms of issuance of Investor CCPS - Conversion*) of the SHA:

“c. Subject to compliance with Applicable Law, the holders of the Investor CCPS may agree to convert the Investor CCPS into such lesser number of Equity Shares considering the financial and operational performance of the Company at such time.”

3. WAIVER/ SUSPENSION OF RIGHTS

- 3.1. In order to facilitate the IPO, Parties hereby agree to waive with effect from the respective date(s) as indicated below and until the Drop Dead Date, or termination of the SHA or this Agreement, or the date on which the IPO process is formally withdrawn, whichever is earlier, which waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of Section 14.3 (*Miscellaneous – Waivers, delays or omissions*) of the SHA, their respective rights and the obligations of the Company and/or the Promoter, Investor and Other Shareholders, as applicable, under the following provisions of the SHA and the corresponding provisions of the Articles of Association, to the extent that they relate to the IPO, subject to the IPO being undertaken in accordance with the SHA and this Agreement, as provided below:

- (i) Section 4.4 (*Board, management and related matters – Observer*) of the SHA, from the date of filing of the red herring prospectus in relation to the IPO with the Registrar of Companies, West Bengal at Kolkata;
- (ii) Sections 6.1 and 6.4 (*Restrictions on transfer of shares*) of the SHA, to the extent of transfer of Equity Share by the Promoters, and Munna Lal Kejriwal and Santosh Kumar Kejriwal, pursuant to an offer for sale of their Equity Shares in the IPO. Provided that this waiver does not apply to any transfer of shareholding prior to the allotment and transfer of Equity Shares pursuant to the IPO;
- (iii) Sections 7.1 and 7.2 (*Transfer restrictions*) of the SHA, to the extent of transfer of Equity Share by the Promoters, and Munna Lal Kejriwal and Santosh Kumar Kejriwal, pursuant to an offer for sale of their Equity Shares in the IPO. Provided that this waiver does not apply to any transfer of shareholding prior to the allotment and transfer of Equity Shares pursuant to the IPO;
- (iv) Section 8.3 (*Exit – Third party sale*) of the SHA, to the extent a qualified IPO or Strategic Sale was not consummated within the erstwhile ‘drop dead date’ as per the SHA or a Liquidity IPO or Put Option was not completed in terms of the SHA by March 31, 2022; and
- (v) Section 10 (*Restrictions on transfer of shares – Investor’s Right of First refusal*) of the SHA, to the extent of the Equity Shares being transferred by the Promoters and Other Shareholders pursuant to offer for sale of their Equity Shares in the IPO. Provided that this waiver does not apply to any transfer of shareholding prior to the allotment and transfer of Equity Shares pursuant to the IPO.

4. CONSENTS

In order to facilitate the IPO, and subject to the IPO being undertaken in accordance with the SHA and this Amendment Agreement, the respective Parties hereby provide the following consents:

- 4.1. Pursuant to Section 4.7 (*Board, Management and Related Matters – Board meetings*), Section 4.8 (*Board, Management and Related Matters – Quorum*), Section 4.10 (*Board, Management and Related Matters – Circular resolution*), Section 4.11 (*Board, Management and Related Matters – Investor protection matters*), Section 4.12 (*Board, Management and Related Matters – Shareholders’ meetings*) and Section 11.11 (*Additional covenants – Voting*) of the SHA, the Investor consents to the Company, for a shorter notice in relation to the meetings to be conducted for the agenda items listed below, and such other matters solely to extent required to facilitate the IPO, and provide consent for such agenda items for, (i) amendment of the articles of association, in accordance with applicable law, (b) changes in composition of the Board to ensure compliance with applicable law, (c) instituting an employee stock option plans to ensure compliance with applicable law, and (d) undertaking capital issuances to the extent of grant of employee stock options and conversion of outstanding CCPS prior to the IPO in accordance with the SHA, provided that any such conversion of outstanding CCPS will only be with the prior consent of the Investor. For the avoidance of doubt, it is clarified and agreed that the consent provided in this Section 4.1 does not apply to any pre-IPO placement or sale of Equity Shares.
- 4.2. The Parties agree that the terms of Sections 8.1.2.1 and 8.1.2.9 (*Exit – General IPO terms*) of the SHA will be deemed to have met in relation to the IPO, in relation to the appointment of the financial advisors, issue managers, book running lead managers, bankers, counsel and transfer agents, to the extent already appointed and communicated by the Company to the Investor and Other Shareholders, as on date this Amendment Agreement. The Company shall obtain separate consent of the Investor for any subsequent appointments in relation to the IPO, and that such consent, when obtained, shall be sufficient compliance with Sections 8.1.2.1 and 8.1.2.9 of the SHA.
- 4.3. In terms of Section 11.10 (*Additional Covenants - Confidentiality*), the Parties consent to the disclosure of a summary of the terms of the SHA, this Agreement, and the arrangements mentioned thereunder, in the Offer documents and other IPO related material, and consent to disclose the SHA and the other transaction agreements as material contracts and provide such documents for inspection in terms of the SEBI ICDR Regulations.

5. AMENDMENT OF THE ARTICLES OF ASSOCIATION

Prior to filing of the draft red herring prospectus in relation to the IPO, the Company shall, and the other Parties shall cooperate with the Company, to amend the Article of Association such that it adequately reflects the provisions of this Agreement.

6. TERMINATION OF THIS AGREEMENT

- 6.1. The Parties agree that this Agreement shall stand automatically terminated without any further action or deed required on the part of any Party, on the (i) earlier of the Drop Dead Date, or the date on which the Board decides not to undertake the IPO, or termination of the SHA, or (ii) such other date as agreed to amongst the Parties in writing.
- 6.2. With respect to any Party, this Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Shares in the Company, subject to the surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.
- 6.3. In case of termination of this Agreement in accordance with Section 6.1, all amendments to the SHA and the Articles of Association, under or pursuant to this Agreement, and any other action taken pursuant to this Agreement and all waivers granted in connection with the SHA (in relation to the IPO), shall automatically cease to have effect, and the Parties shall act in accordance with Section 6.5 to give effect to the aforesaid.

- 6.4. The termination of this Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination.
- 6.5. In case of termination of this Agreement in accordance with Section 6.1, the Parties agree that the provisions of the SHA (as existing prior to the execution of this Agreement) shall: (i) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party; and (ii) be deemed to have been in force during the period between date of execution of this Agreement and the date of termination of this Agreement, without any break or interruption whatsoever. To the extent any specific actions cannot be reversed to *status quo ante*, the Parties will mutually engage in good faith discussions to ensure that, to the fullest extent possible under applicable Law, all of the rights and privileges of the Parties are reinstated to the position they would have been without such actions, including the alteration of the Articles of Association to reinstate the rights of Parties as are available immediately prior to the date of execution of this Agreement. Provided that termination of this Agreement will not affect the validity or legality of any actions undertaken prior to the termination pursuant to the waivers, consents and amendments agreed pursuant to this Agreement. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required, including an amendment to the SHA, the Articles of Association to reinstate the rights and re-constitution of the Board, to give effect to the aforesaid and the Company shall take all steps to convene the meetings of the Board and Shareholders within 30 (thirty) days of the date of termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
- (i) it has the power and authority to execute and deliver this Agreement and is not prohibited from entering into this Agreement,
 - (ii) this Agreement has been duly authorized by the respective Parties and upon execution and delivery will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and
 - (iii) the execution and delivery of this Agreement and the promises, agreements or undertakings of such Party under this Agreement do not: (i) violate any Applicable Law, or agreements or any other instruments which the Parties have executed, or (ii) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.
- 7.2. The Other Shareholders, severally and not jointly, represent and warrant with respect to themselves, to the other Parties hereto that (i) they are of sound mind and are competent to contract under Applicable Law; and (ii) this Agreement and any other document to be executed by them pursuant or in connection with this Agreement will, when executed by them, constitute valid and binding obligations, in accordance with their respective terms.

8. GOVERNING LAW AND DISPUTE RESOLUTION

The Parties hereby agree that the provisions of Section 14.5 (*Governing Law and Jurisdiction*) and Section 14.6 (*Dispute Resolution*) of the SHA shall apply *mutatis mutandis* to this Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (.pdf) shall be as effective as signing and delivering the counterpart in person.

10. MISCELLANEOUS

- 10.1. The provisions of Section 14.2 (*Notices*) of the SHA shall apply *mutatis mutandis* to this Agreement.
- 10.2. This Agreement shall not be modified or waived except in writing executed by all Parties to this Agreement.
- 10.3. As of and from the date of this Agreement, this Agreement forms an integral part of the SHA, and when read with the SHA, contains the whole agreement among the Parties relating to the transactions contemplated by this Agreement read with the SHA, and supersedes all previous agreements between the Parties. Save as agreed in this Agreement, all other terms and conditions of the SHA shall remain unchanged and shall continue remain in full force and effect and binding on the Parties.
- 10.4. Each Party consents to the disclosure of the contents of the SHA including the names of the Parties thereto and this Agreement in the IPO Documents.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **OrbiMed Asia II Mauritius Limited**

Authorized Signatory: 

Name: Harish Sumsurooah

Designation: Director

Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Suraksha Diagnostic Limited**



Authorized Signatory:

Name: Dr. Somnath Chatterjee

Designation: Joint Managing Director

Date: July 20, 2024

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Dr. Somnath Chatterjee



Authorized Signatory:

Name: Dr. Somnath Chatterjee

Designation: Joint Managing Director

Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Mrs. Ritu Mittal



Authorized Signatory:

Name: Ritu Mittal

Designation: Joint Managing Director and Chief Executive Officer

Date: July 20, 2024

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Sarla Kejriwal


Authorized Signatory:

Name: Sarla Kejriwal

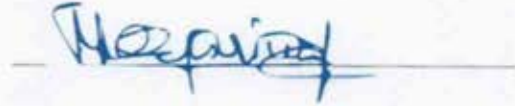
Designation: NA

Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Mr. Munna Lal Kejriwal



Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Mr. Santosh Kumar Kejriwal

A handwritten signature in blue ink, appearing to read "Santosh", with a horizontal line underneath.

Authorized Signatory:

Name: Santosh Kumar Kejriwal

Designation: NA

Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED JULY 20, 2024 ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of Dneema Overseas Private Limited

DNEEMA OVERSEAS PVT. LTD.



Director

Authorized Signatory:

Name: Santosh Kumar Kejriwal

Designation: Director

Date: July 20, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT DATED ^{JULY 20, 2024} ENTERED INTO BY AND BETWEEN ORBIMED ASIA II MAURITIUS LIMITED, THE COMPANY, AND OTHER SHAREHOLDERS OF THE COMPANY

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Tinni Investments Limited**



Authorized Signatory:

Name: Dr. Somnath Chatterjee

Designation: Director

Date: July 20, 2024

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Mr. Satish Kumar Verma



Authorized Signatory:

Name: Satish Kumar Verma

Designation: Non-Executive, Non-Independent Director

Date: July 20, 2024

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

Sandeep Kejriwal



Authorized Signatory:

Name: Sandeep Kejriwal

Designation: NA

Date: July 20, 2024

Annexure 1

Sl. No.	Name of the Other Shareholders	Information for notices
1.	Dr. Somnath Chatterjee	Address : BE 366 Salt Lake City, Sector-I Near Kwalitiy Bus stop, Bidhannagar (M), AE Market, Dist- North 24 Pargana- Kolkata-700064, West Bengal Email : somnath@surakshanet.com
2.	Mrs. Ritu Mittal	Address : 3A, Bright Street, Ballygunge Circus Avenue, Kolkata - 700 019, West Bengal Email : ritu@surakshanet.com
3.	Mrs. Sarla Kejriwal (legal heir and successor of Mr. Kishan Kumar Kejriwal)	Address : JC-21, 5TH Floor Sector-3, Salt Lake Kolkata 700098, West Bengal, India Email : smar_723012@bsnl.in Telephone : 033-6605-9700
4.	Mr. Munna Lal Kejriwal	Address : JC-21, 5TH Floor Sector-3, Salt Lake Kolkata 700098, West Bengal, India Email : smar_723012@bsnl.in Telephone : 033-6605-9700
5.	Mr. Santosh Kumar Kejriwal	Address : JC-21, 5TH Floor Sector-3, Salt Lake Kolkata 700098, West Bengal, India Telephone : 033-6605-9700
6.	Dneema Overseas Private Limited	Address : BB-99 Prafullakanan VIP Park Kestopur Kolkata, West Bengal, India Email : somnath@surakshanet.com Telephone : 033-6605-9700
7.	Tinni Investment Limited	Address : BB-99 Prafullakanan VIP Park Kestopur Kolkata, West Bengal, India Email : somnath@surakshanet.com Telephone : 033-6605-9700
8.	Mr. Satish Kumar Verma	Address : House No.2A, Road No.78 Punjabi Bagh, West Delhi 110026, India Telephone : srathore@oscargroup.co.in
9.	Mr. Sandeep Kejriwal	Address : JC-21, Sector-3, Salt Lake Kolkata 700098, West Bengal, India Email : smar_723012@bsnl.in Telephone : 033-6605-9700