

SHARE SALE AND PURCHASE AGREEMENT

This share sale and purchase agreement (“**Agreement**”) is made on October 1, 2025 by and between:

- (A) **SELLERS AS DETAILED IN ANNEXURE 1** (Each a “**Seller**” and collectively the “**Sellers**”); and
- (B) **BUYER AS DETAILED IN ANNEXURE 1** (the “**Buyer**”).
- (C) **LENSKART SOLUTIONS LIMITED**, a company incorporated under the Companies Act, 1956 and with registered office at Plot No. 151, Okhla Industrial Estate, Phase-III, New Delhi – 110020. (the “**Company**”).

The Sellers and the Buyer are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) The Sellers are shareholders of the Company.
- (B) The Sellers are ex-employees of the Company and pursuant to exercise of their respective employee stock options, he/ she holds or will hold certain equity shares (“**Sale Shares**”) in the share capital of the Company as detailed under **Annexure 1**.
- (C) The Sellers wish to sell, and the Buyer wishes to buy, the Sale Shares in accordance with the terms and conditions of this Agreement.
- (D) The Parties are now entering into this Agreement to record the terms and conditions of the sale and purchase of the Sale Shares.

IT IS AGREED AS FOLLOWS:

1. EMPLOYEE STOCK OPTION EXERCISE AND SALE

- 1.1. The Sellers acknowledge and agree that, to the extent the Sale Shares include equity share arising from the exercise of employee stock options (“**ESOPs**”), such ESOPs shall be exercised solely for the purpose of effecting the sale of the underlying equity shares to the Buyer pursuant to this Agreement.
- 1.2. Upon exercise of such ESOPs and allotment of the corresponding equity shares, the Sellers shall transfer and sell in accordance with the terms of this Agreement, all of the Sale Shares on and with effect from the Completion Date (as defined in Clause 4.1) (“**Transaction**”). The Sellers shall not transfer the Sale Shares in any other manner apart from as contemplated under this Agreement. He/ she shall do no acts or omit to do any act that may encumber or adversely affect the rights attached to the Sale Shares.

2. PURCHASE PRICE

- 2.1. The total purchase price for the Sale Shares payable by the Buyer to each of the Seller is detailed under **Annexure 1** (“**Purchase Price**”). The Purchase Price shall be subject to applicable taxes, if any.

3. CONDITIONS PRECEDENT

- 3.1. The completion of the Transaction upon payment by the Buyer to the Sellers of their respective Purchase Price pursuant to Clause 4.2 (“**Completion**”) is conditional upon the following condition(s) precedent (“**Condition(s) Precedent**”) (to the reasonable satisfaction of the Parties, unless waived by them):
 - (a) none of the representations and warranties of the Seller herein is or has become false, misleading or incorrect;
 - (b) none of the representations and warranties of the Buyer herein is or has become false, misleading or incorrect; and
 - (c) none of the representations and warranties of the Company herein is or has become false, misleading or incorrect.

- 3.2. The Parties shall use their respective best endeavours to satisfy the Condition(s) Precedent as soon as practicable upon the signing of this Agreement and no later than on the Completion Date.

4. **COMPLETION**

- 4.1. Subject to Clause 3.1, Completion shall take place upon the occurrence of the last of the sale transactions by all Sellers. The date on which the transfer of the last of the Sale Shares by any Seller to the Purchaser (or its nominee) is completed shall be deemed to be the “**Completion Date**”. For the sale of Sale Shares:

- (a) Each of the Sellers shall provide their duly executed Delivery Instruction Slip (DIS) to its depository participant, instructing the transfer of their Sale Shares to the Buyer’s demat account, and share a copy of the same with the Buyer and the Company.
- (b) The Buyer shall pay an amount equal to the Purchase Price (subject to withholding taxes, if any) to respective Sellers by wire transfer to such Sellers’ Bank Account (unless otherwise notified to the Buyer on or prior to the Completion Date). Details of Sellers’ Bank Account are set out in **Annexure 1**.

5. **NO RIGHTS PENDING TRANSFER**

Subject to applicable laws, each of the Seller further agrees that, notwithstanding the exercise and allotment of any ESOP, he/ she shall not exercise or purport to exercise any shareholder rights (including voting rights, rights to receive dividends, rights of transfer, or any other rights attached to the Sale Shares) during the period between such exercise and the completion of the transfer of the Sale Shares to the Buyer.

6. **IRREVOCABLE AGREEMENT TO SELL**

Each of the Seller hereby provides an irrevocable undertaking that, once the ESOPs are exercised and the equity shares are allotted, it shall not revoke, withdraw, or otherwise act inconsistently with his / her obligation to transfer such Sale Shares to the Buyer under this Agreement. Any attempt to do so shall be null and void.

7. **PARTY REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 7.1. Each Party represents and warrants with respect to itself (on the date of this Agreement and on the Completion Date) that:

- (a) he/ she has the requisite capacity and the full power and authority to enter into and perform this Agreement;
- (b) he/ she has obtained all authorisations and approvals, if required, in order to enter into and perform this Agreement;
- (c) there are no claims, investigations or legal proceedings before any court, tribunal, other governmental authority, in progress or, pending against it, which could prevent him/ her from fulfilling his / her obligations under this Agreement, or which challenges the validity of this Agreement, or the right of such Party to enter into this Agreement, or to perform its obligations hereunder;
- (d) the execution, delivery and the performance by him/ her of his / her obligations under this Agreement will not result in a conflict with, or a breach of, any provision of its constitutional documents, applicable law or any material contract by which he / she is bound;
- (e) this Agreement has been duly executed and delivered by him/ her, and constitutes his / her legal, valid and binding obligations, enforceable against him/ her in accordance with the terms of this Agreement; and
- (f) he / she is not bankrupt or insolvent or unable to pay his / her debts as and when they fall due, and no application has been filed against him/ her in respect of him/ her bankruptcy or insolvency (or any analogous proceedings under applicable law).

Seller further warrants and represents (on the date of this Agreement and on the Completion Date) that:

- (g) he / she is the sole and absolute owner of its respective Sale Shares. The Sale Shares are free of pledges, encumbrances, attachments, claims and commitments, and no rights of first refusal, options, or any other rights exist thereupon, in each case other than as is provided in the Company's shareholders' agreement. The transfer of the Sale Shares pursuant to this Agreement shall not violate any applicable law, regulation, contract, or undertaking binding upon the Seller.

8. Confidentiality

8.1. Obligation of confidentiality

The Seller, including its agents, advisors, and representatives (collectively, the "**Receiving Party**"), agrees to keep strictly confidential and not disclose to any third party any confidential information received from the Company and/or the Purchaser (collectively, the "**Disclosing Party**") in connection with this Agreement.

"**Confidential Information**" means all non-public information, whether written, oral, electronic, or otherwise, disclosed by the Disclosing Party to the Receiving Party in connection with the transactions contemplated by this Agreement, including but not limited to all data, documents, negotiations, financial information, filings, employee stock option details (including price, schemes, and agreements), this agreement, the purchase price, the transactions contemplated herein, and any other proprietary or confidential information relating directly or indirectly to the transaction, the Disclosing Party, or their respective businesses, which is not publicly available without breach of this confidentiality obligation.

8.2. Permitted use and limited disclosure

The Receiving Party shall use the Confidential Information solely for the purpose of complying with and performing its obligations under this Agreement. The Receiving Party shall restrict disclosure of such information strictly on a "need to know" basis to its agents, advisors, or representatives who require such access for the stated purpose, provided that such persons are bound by confidentiality obligations no less restrictive than those set forth herein. Disclosure to any third party beyond these permitted categories is strictly prohibited unless expressly required by applicable law.

8.3. Mandatory disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall promptly notify the Disclosing Party in writing to enable the disclosing Party to seek appropriate protective measures, and shall disclose only the minimum information legally required to be disclosed. For avoidance of doubt, the Company shall not require any prior consent of the Seller or Purchaser to disclose this Agreement or the transactions contemplated herein: (i) in connection with regulatory filings, submissions, or processes including any initial public offering or listing; and/or (ii) for purposes of audits, investigations, or compliance with applicable legal or regulatory requirements.

8.4. Return or destruction

Upon termination or completion of this agreement, or upon written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information (including copies thereof, whether in physical or electronic form), and certify in writing to the Disclosing Party that such return or destruction has been completed.

8.5. Survival and remedies

The confidentiality obligations herein shall survive termination or expiration of this Agreement and continue for so long as the Confidential Information remains confidential. The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which monetary damages may be inadequate,

and accordingly, agrees that the Disclosing Party shall be entitled to seek equitable remedies, including injunctive relief, in addition to any other remedies available under law or equity.

9. TERMINATION

This Agreement may be terminated by the written agreement of the Parties.

10. COSTS

Each Party shall pay its own costs, charges and expenses incurred in the preparation, performance and implementation of this Agreement. However, Seller shall pay stamp duties associated with the transfers of Sale Shares contemplated herein.

11. GENERAL

11.1 Seller agrees to cooperate fully and promptly with the buyer in connection with any filings, registrations, or formalities required under applicable foreign exchange control laws and regulations in relation to the transactions contemplated by this Agreement, including but not limited to the foreign exchange control filings or any similar regulatory requirements. Such cooperation shall include providing all necessary documentation, information, and assistance reasonably requested by the Buyer to enable timely and accurate compliance with such exchange control laws.

11.2 This Agreement (and documents contemplated by this Agreement) constitutes the entire agreement between the Parties in relation to the Transaction and supersedes any previous agreements on the same between the Parties.

11.3 No variation or waiver of any provision of this Agreement (and documents contemplated by this Agreement) shall be effective unless made or confirmed in writing by the Parties.

11.4 Other than where expressly set out herein, neither this Agreement nor any rights or obligations hereunder shall be assigned by either Party to others.

11.5 The Parties will perform, execute, acknowledge, deliver and file or cause to be performed, executed, acknowledged, delivered or filed all such further and other acts, instruments and assurance as may be reasonably required

11.6 Any notices given in relation to this Agreement shall be given in writing.

12. GOVERNING LAW AND JURISDICTION

This Agreement (together with its related documents) shall be governed by and construed according to the laws of India and courts in New Delhi, India shall have exclusive jurisdiction on matters arising from this Agreement.

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SIGNED BY BUYER

Amital

Name: AMIT MITTAL

Date:

IN WITNESS whereof the Parties hereto have executed this Agreement the day and year first above written.

Executed by

SELLER

A handwritten signature in black ink that reads "Ayush Goel". The signature is written in a cursive style and is positioned above a horizontal line.

By:

Title:

IN WITNESS whereof the Parties hereto have executed this Agreement the day and year first above written.

Executed by

SELLER

Apeksha

By: APEKSHA SURYAKANT GUPTA

Title:

IN WITNESS whereof the Parties hereto have executed this Agreement the day and year first above written.

Executed by

SELLER

A handwritten signature in black ink, appearing to read 'Shrutika Marwaha', is written above a horizontal line.

By: Shrutika Marwaha

Title:

Annexure 1

(Seller, Buyer, Sale Shares, Purchase Price and Account Details)

Seller Name	Contact Details (Address & PAN)	Sale Shares (Equity Shares)	Purchase Price (INR)	Bank Details
Apeksha Suryakant Gupta	DD16, Third Floor, Kalkaji Extension, New Delhi 110019 PAN: AUCPG4492J	13,092	3,011,160	HDFC Bank, Cybercity Branch Account No.: 50100216590044 IFSC: HDFC0000929SWIFT: 50100216590044
Ayush Goel	SG-6/402, Saya Gold Avenue, Vaibhav Khand, Indirapuram, Ghaziabad 201014, UP PAN: ATQPG4225N	50,000	11,500,000	Axis Bank, Sector 62, Noida, UP Account No.: 921010018055798 IFSC: UTIB0000723SWIFT: Not applicable
Gagan Bajpai	3402, 17 LH, Lanco Hills Residential Towers, Lanco Hills Technology Park, Manikonda, Hyderabad 500089 PAN: AGNPB1282C	25,350	5,830,500	HDFC Bank, K G Marg, New Delhi Account No.: 00031140082526 IFSC: HDFC0000003
Shruti Marwaha	J22, Kirti Nagar, New Delhi PAN: BJTPM7456B	10,000	2,300,000	ICICI Bank, Nariman Bhawan Branch, Nariman Point, Mumbai Account No.: 400021 IFSC: 037601517766 MICR: ICIC0000378 MICR: 400229047

Buyer Details

Amit Mittal
DP ID - IN303108
Client ID - 10301796
PAN - AFCPM6880K