CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MONEYVIEW LIMITED (FORMERLY KNOWN AS MONEYVIEW PRIVATE LIMITED AND WHIZDM INNOVATIONS PRIVATE LIMITED) ("COMPANY") AT THE BOARD MEETING HELD ON SEPTEMBER 2, 2025.

APPROVAL FOR APPOINTMENT OF MR. PUNEET AGARWAL AS THE MANAGING DIRECTOR & CHIEF EXECUTIVE OFFICER (MD & CEO) OF THE COMPANY:

"**RESOLVED THAT** pursuant to the provisions of Sections 196, 197, 203 read with Schedule V, the Companies (Appointment and Qualification of Directors) Rules, 2014, and other applicable provisions of the Companies Act, 2013 ("the **Act**") (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), and subject to the approval of the shareholders of the Company and the Central Government; and based on the recommendation of the Nomination and Remuneration Committee, the consent of the Board of Directors of the Company be and is hereby accorded for the appointment/re-designation of Mr. Puneet Agarwal (DIN: 06921984), presently serving as an Executive Director, as Managing Director and Chief Executive Officer ("**MD & CEO**") of the Company, for a period of five (5) years commencing from September 02, 2025 to September 01, 2030, on such terms and conditions (including remuneration) as set out in the draft Letter of Appointment (the "**Appointment Letter**") placed before the meeting, initialed by the Chairman for the purpose of identification.

RESOLVED FURTHER THAT the office of Mr. Puneet Agarwal, the MD & CEO of the Company, shall not be liable to retirement by rotation during the term of his appointment.

RESOLVED FURTHER THAT Mr. Puneet Agarwal (DIN: 06921984) shall be entitled to such remuneration as decided by the Nomination and Remuneration Committee and the Board of Directors of the Company from time to time, which shall not exceed the threshold as prescribed under the Companies Act, 2013 as follows:

a) The Remuneration by way of salary, dearness allowance, incentives, perquisites, rent free accommodation and any other allowances not exceeding INR 4 Crore for the financial year 2025-26 with the following break-up
    a. Fixed Pay : INR 3 Crore per annum
    b. Variable Pay : INR 1 Crore per annum

b) Further, the remuneration for the remaining term, i.e., from the financial year 2026–27 to 2029–30, by way of salary, dearness allowance, incentives, perquisites, rent-free accommodation, and any other allowances, shall not exceed INR 7 crore per financial year, comprising a combination of fixed and variable components.

c) Besides the above, he may be entitled to the following facilities which shall not be included in the computation of ceiling on total remuneration, as per policies of the Company:
    (i) Provision of car with driver, telephone and other communication facilities in connection to the business of the Company;
    (ii) Health and Accident Insurance as per the Policies of the Company; and
    (iii) All the travel, entertainment or other expenses incurred by him in furtherance of or in connection with the performance of duties, in accordance with the Company's policy.

The value of allowances and perquisites shall be determined in accordance with the applicable provisions of the Income Tax Rules, 1962. In the absence of any such applicable rules, the value shall be taken at actual cost to the Company.

In addition to the above, he will also be entitled to the following benefits as per the policy/rules of the Company in force from time to time (a) Company's contribution to Provident Fund (b) Payment of Gratuity and other retirement

MONEYVIEW LIMITED Bangalore

benefits; and these would not be included in the computation of ceiling on total remuneration to the extent these either singly or put together are not taxable under the Income Tax Act, 1961.

RESOLVED FURTHER THAT the Appointment Letter proposed to be issued by the Company to Mr. Puneet Agarwal, MD & CEO of the Company, having terms and conditions of his appointment and remuneration, as placed before the Board, be and is hereby approved.

RESOLVED FURTHER THAT notwithstanding anything herein, where in any financial year during the tenure of Mr. Puneet Agarwal, as MD & CEO of the Company, the Company has no profits or its profits are inadequate, the Company may subject to receipt of the requisite approvals, if any, pay to Mr. Puneet Agarwal, the agreed remuneration as the minimum remuneration by way of salary, perquisites, performance pay, other allowances and benefits as specified in the Appointment Letter, placed before the meeting.

RESOLVED FURTHER THAT pursuant to the provisions of Section 203 and other applicable provisions, if any, of the Companies Act, 2013, Mr. Puneet Agarwal, being MD & CEO of the Company, be and is hereby designated as the Key Managerial Personnel ("**KMP**") of the Company.

RESOLVED FURTHER THAT the Nomination and Remuneration Committee, be and is hereby authorized to alter, vary, or revise the terms and conditions of appointment and/or remuneration of Mr. Puneet Agarwal from time to time during the tenure of his appointment, in accordance with the applicable provisions of the Companies Act, 2013, read with the Company's policies, and subject to such approvals as may be required.

RESOLVED FURTHER THAT any of the Directors of the Company, or the Company Secretary, be and is hereby severally authorized to make an application to the Central Government under Section 196(4) of the Act, and to take all necessary steps for obtaining the requisite approvals, including the filing of necessary forms, applications, and other documents with the Ministry of Corporate Affairs, and to do all such acts, deeds, matters, and things as may be necessary, desirable, or expedient to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this Resolution be provided to all concerned under the hand of a Director or Company Secretary of the Company."

//Certified True Copy//

For Moneyview Limited
(formerly known as 'Moneyview Private Limited' and 'Whizdm Innovations Private Limited')

MONEYVIEW LIMITED Bangalore

Ankit Jain

Ankit Kumar Jain
Company Secretary
Mem. No.: A21893

Date: September 3, 2025
Add: 17/1, 1st and 2nd Floor, The Address Building,
Outer Ring Road, Marathahalli,
Kadubeesanahalli, Bangalore – 560103

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE SHAREHOLDERS OF MONEYVIEW LIMITED (FORMERLY KNOWN AS MONEYVIEW PRIVATE LIMITED AND WHIZDM INNOVATIONS PRIVATE LIMITED) ("COMPANY") IN THEIR EXTRA-ORDINARY GENERAL MEETING HELD ON SEPTEMBER 2, 2025.

APPROVAL FOR APPOINTMENT OF MR. PUNEET AGARWAL AS THE MANAGING DIRECTOR & CHIEF EXECUTIVE OFFICER (MD & CEO) OF THE COMPANY:

"**RESOLVED THAT** pursuant to the provisions of Sections 196, 197, 203 read with Schedule V, the Companies (Appointment and Qualification of Directors) Rules, 2014, and other applicable provisions of the Companies Act, 2013 ("the **Act**") (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), and subject to the approval of Central Government; and based on the recommendation of the Nomination and Remuneration Committee and Board of Directors of the Company (hereinafter referred to as the "Board", which term shall be deemed to include any Committee constituted / empowered / to be constituted by the Board from time to time to exercise its powers conferred by this resolution), consent of the members of the Company be and is hereby accorded for the appointment/re-designation of Mr. Puneet Agarwal (DIN: 06921984), presently serving as an Executive Director, as the Managing Director and Chief Executive Officer ("**MD & CEO**") of the Company, for a period of five (5) years commencing from September 02, 2025 to September 01, 2030, on such terms and conditions (including remuneration) as set out in the draft Letter of Appointment (the "**Appointment Letter**") placed before the meeting, initialed by the Chairman for the purpose of identification.

RESOLVED FURTHER THAT the office of Mr. Puneet Agarwal, the MD & CEO of the Company, shall not be liable to retirement by rotation during the term of his appointment.

RESOLVED FURTHER THAT Mr. Puneet Agarwal (DIN: 06921984) shall be entitled to such remuneration as decided by the Nomination and Remuneration Committee and the Board of Directors of the Company from time to time, which shall not exceed the threshold as prescribed under the Companies Act, 2013 as follows:

a) The Remuneration by way of salary, dearness allowance, incentives, perquisites, rent free accommodation and any other allowances not exceeding INR 4 Crore for the financial year 2025-26 with the following break-up
    a. Fixed Pay : INR 3 Crore per annum
    b. Variable Pay: INR 1 Crore per annum

b) Further, the remuneration for the remaining term, i.e., from the financial year 2026–27 to 2029–30, by way of salary, dearness allowance, incentives, perquisites, rent-free accommodation, and any other allowances, shall not exceed INR 7 crore per financial year, comprising a combination of fixed and variable components.

c) Besides the above, he may be entitled to the following facilities which shall not be included in the computation of ceiling on total remuneration, as per policies of the Company:
    (i) Provision of car with driver, telephone and other communication facilities in connection to the business of the Company;
    (ii) Health and Accident Insurance as per the Policies of the Company; and
    (iii) All the travel, entertainment or other expenses incurred by him in furtherance of or in connection with the performance of duties, in accordance with the Company's policy.

The value of allowances and perquisites shall be determined in accordance with the applicable provisions of the Income Tax Rules, 1962. In the absence of any such applicable rules, the value shall be taken at actual cost to the Company.

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In addition to the above, he will also be entitled to the following benefits as per the policy/rules of the Company in force from time to time (a) Company's contribution to Provident Fund (b) Payment of Gratuity and other retirement benefits; and these would not be included in the computation of ceiling on total remuneration to the extent these either singly or put together are not taxable under the Income Tax Act, 1961.

RESOLVED FURTHER THAT the Appointment Letter proposed to be issued by the Company to Mr. Puneet Agarwal, MD & CEO of the Company, having terms and conditions of his appointment and remuneration, as placed before the meeting, be and is hereby approved.

RESOLVED FURTHER THAT notwithstanding anything herein, where in any financial year during the tenure of Mr. Puneet Agarwal, as MD & CEO of the Company, the Company has no profits or its profits are inadequate, the Company may subject to receipt of the requisite approvals, if any, pay to Mr. Puneet Agarwal, the agreed remuneration as the minimum remuneration by way of salary, perquisites, performance pay, other allowances and benefits as specified in the Appointment Letter placed before the meeting.

RESOLVED FURTHER THAT pursuant to the provisions of Section 203 and other applicable provisions, if any, of the Companies Act, 2013, Mr. Puneet Agarwal, being MD & CEO of the Company, be and is hereby designated as the Key Managerial Personnel ("**KMP**") of the Company.

RESOLVED FURTHER THAT the Board of the Company (which term shall include any Committee duly constituted by the Board), be and is hereby authorized to alter, vary, or revise the terms and conditions of appointment and/or remuneration of Mr. Puneet Agarwal from time to time during the tenure of his appointment, in accordance with the applicable provisions of the Companies Act, 2013, read with the Company's policies, and subject to such approvals as may be required.

RESOLVED FURTHER THAT any of the Directors of the Company, or the Company Secretary, be and is hereby severally authorized to make an application to the Central Government under Section 196(4) of the Act, and to take all necessary steps for obtaining the requisite approvals, including the filing of necessary forms, applications, and other documents with the Ministry of Corporate Affairs, and to do all such acts, deeds, matters, and things as may be necessary, desirable, or expedient to give effect to this resolution.

RESOLVED FURTHER THAT certified true copy of this Resolution be provided to all concerned under the hand of any Director or Company Secretary of the Company."

//Certified True Copy//

For Moneyview Limited
(Formerly known as 'Moneyview Private Limited' and 'Whizdm Innovations Private Limited')

MONEYVIEW LIMITED Bangalore

Ankit Kumar Jain
Company Secretary
Mem. No.: A21893

Date: September 3, 2025
Add: 17/1, 1st and 2nd Floor, The Address Building,
Outer Ring Road, Marathahalli,
Kadubeesanahalli, Bangalore – 560103

moneyview

CERTIFIED TRUE COPY OF THE EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013.

ITEM NO. 1

APPROVAL FOR APPOINTMENT OF MR. PUNEET AGARWAL AS THE MANAGING DIRECTOR & CHIEF EXECUTIVE OFFICER (MD & CEO) OF THE COMPANY:

Mr. Puneet Agarwal (DIN: 06921984) has been serving as an Executive Director on the Board of Directors of the Company since its incorporation on August 11, 2014. Following the conversion of the Company from a private limited company into a public limited company, his position as managerial personnel requires the approval of the shareholders and the Central Government, in accordance with Sections 196, 197, 203, and Schedule V of the Companies Act, 2013, as Mr. Agarwal is a non-resident.

Further, in view of the business plans and strategies, the Nomination and Remuneration Committee ("**NRC**") in its meeting held on August 30, 2025, and the Board of Directors of the Company in its meeting held on September 2, 2025, considered and approved the proposal for the appointment/re-designation of Mr. Puneet Agarwal as the Managing Director and Chief Executive Officer ("**MD & CEO**") of the Company, along with the terms of his managerial remuneration, as detailed in the resolution set out in Item No. 01 of this Notice. The appointment of Mr. Puneet Agarwal is in accordance with the recommendations of the NRC and Board of Directors, which has thoroughly reviewed his qualifications and experience. The Board is of the opinion that Mr. Puneet Agarwal is a suitable candidate for the role of MD & CEO, considering his expertise, continued guidance and supervision to the management since incorporation.

Pursuant to the provisions of Sections 196, 197, 203, and other applicable provisions of the Companies Act, 2013 ("the **Act**"), and the rules made thereunder, approval of the shareholders is being sought for the appointment of Mr. Puneet Agarwal (DIN: 06921984) as the MD & CEO of the Company, for a period of five (5) years, commencing from September 02, 2025, to September 01, 2030, on the terms and conditions as set out in the draft Letter of Appointment (the "**Appointment Letter**") to be placed before the meeting.

A copy of the Appointment Letter and other relevant documents relating to his appointment will be available for inspection at the registered office of the Company during business hours upto date of EGM.

The terms and conditions of Mr. Puneet Agarwal's appointment, including his remuneration, have been carefully reviewed by NRC and Board of Directors. However, as stated above, since Mr. Puneet Agarwal is a non-resident and does not satisfy the condition specified under clause (e) of Part I of Schedule V to the Companies Act, 2013, it is also necessary to obtain the approval of the Central Government for his appointment/re-designation as Managing Director & Chief Executive Officer of the Company.

Further, it may be noted that Mr. Puneet Agarwal shall be paid remuneration in accordance with the provisions of Sections 197, 198, Schedule V, and other applicable provisions of the Companies Act, 2013, during the tenure of his appointment. Mr. Puneet Agarwal shall also be designated as the Key Managerial Personnel of the Company in terms of Section 203 of the Act.

The Company has received the necessary consent and disclosures from Mr. Puneet Agarwal as required under the Companies Act, 2013, including:

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i. Consent to act as a Director in Form DIR-2, pursuant to Rule 8 of the Companies (Appointment and Qualification of Directors) Rules, 2014;
ii. Intimation in Form DIR-8, pursuant to Rule 14 of the Companies (Appointment and Qualification of Directors) Rules, 2014, confirming that he is not disqualified from being appointed as a director under Section 164(1) and (2) of the Act;
iii. Confirmation of his eligibility for appointment as managerial personnel in accordance with Part I of Schedule V to the Act, except for clause (e);
iv. Disclosure of interest in other entities in Form MBP-1, pursuant to Section 184(1) of the Act and Rule 9(1) of the Companies (Meetings of Board and its Powers) Rules, 2014; and
v. Other requisite disclosures as mandated under the applicable provisions of the Act and rules made thereunder.

In terms of Secretarial Standard-2, the following particulars relating to Mr. Puneet Agarwal are provided for the information of Members:

Name of the Director	Puneet Agarwal
Director Identification Number	06921984
Date of Birth (Age)	26/11/1973 – 52 years
Nationality	US Citizen
Date of first appointment on the Board	11/08/2014
Qualification	Bachelor of Technology and Master of Science in Management.
Brief profile & nature of expertise in specific functional areas	Puneet Agarwal is associated with the Company since August 11, 2014. He holds a Bachelor of Technology degree in mechanical engineering from Indian Institute of Technology, Delhi, and a degree of Master of Science in Management from Purdue University. He was previously associated with Google Inc., Bling Nation, Capital One, and McKinsey & Company. He has over 23 years of experience across the management, operations and fintech sectors.
Terms and conditions of appointment & details of remuneration	As per the draft letter of appointment
No. of meetings of the Board attended during the financial year ended March 31, 2025.	6 (Six)
Directorships, Trusteeships, Partnerships, etc. held in other companies, firms, trusts, entities, etc.	Directorships – 2 Trusts – 3
Memberships/ Chairmanships of the committee of the Board of Directors of the Company / other Companies	**1. Moneyview Limited** a. Corporate Social Responsibility Committee, Member. b. Borrowing and Finance Committee, Member. **2. Whizdm Finance Private Limited** a. Nomination & Remuneration Committee, Member. b. Risk Management Committee, Member. c. Corporate Social Responsibility Committee, Member. d. Consumer Protection Committee, Member.

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Listed entities from which the Director has resigned in the past three years	NA
Number of shares held in the Company including as a beneficial owner	18,42,75,275 Equity Shares
Disclosure of relationships between Directors, Manager and other Key Managerial Personnel inter-se	None
Details of Remuneration last drawn, if applicable	INR 3,11,78,162/-
Details of remuneration sought to be paid, if any	Total Remuneration by way of salary, dearness allowance, incentives, perquisites, rent free accommodation and any other allowances not exceeding INR 4 Crore for the financial year 2025-26 with the following break-up: a. Fixed Pay: INR 3 Crore per annum b. Variable Pay: INR 1 Crore per annum Further, the remuneration for the remaining term, i.e., from the financial year 2026–27 to 2029–30, by way of salary, dearness allowance, incentives, perquisites, rent-free accommodation, and any other allowances, shall not exceed INR 7 crore per financial year, comprising a combination of fixed and variable components.

The approval of the shareholders is therefore required to ensure compliance with the provisions of the Act and accordingly, the Board recommends the approval of the proposal set out at Item No.01, by way of special resolution. The Company shall then make an application to the Central Government for approval.

None of the directors, key managerial personnel and relatives of directors and/or key managerial personnel (as defined in the Companies Act, 2013) other than Mr. Puneet Agarwal are concerned or interested in the proposed resolution, except to the extent of their shareholding in the Company.

For Moneyview Limited
(Formerly known as 'Moneyview Private Limited' and 'Whizdm Innovations Private Limited')

MONEYVIEW LIMITED Bangalore

Ankit Kumar Jain
Company Secretary
Mem. No.: A21893

Date: September 3, 2025
Add: 17/1, 1st and 2nd Floor, The Address Building,
Outer Ring Road, Marathahalli,
Kadubeesanahalli, Bangalore – 560103

APPOINTMENT LETTER

Date: September 02, 2025

To,
Mr. Puneet Agarwal
Address: 2008 Barley Place Dr Allen, TX
75013, USA

Sub: Appointment as Managing Director and Chief Executive Officer of Moneyview Limited (formerly known as Moneyview Private Limited and Whizdm Innovations Private Limited) ("the Company")

Dear Puneet Agarwal,

We are pleased to inform you that the Board of Directors ("**Board**") and the Shareholders of the Company, at their respective meetings held on September 02, 2025, have approved your appointment as Managing Director and Chief Executive Officer ("**MD & CEO**") of the Company.

Your appointment as MD & CEO shall be effective from September 02, 2025, for a term of five years, subject to the approval of the Central Government as the appointment deviates from the conditions prescribed under Section 196(4) of the Companies Act, 2013 (the "**Act**").

The terms and conditions of your appointment are set out below (this "**Letter**"):

A. Designation and Status:

1. Your designation shall be "Managing Director," and "Chief Executive Officer" of the Company. You will discharge the functions as MD and CEO of the Company as per provisions of the Act and rules issued thereunder. As such, you will be designated as one of the Key Managerial Personnel of the Company, as defined under the Act.

B. Tenure and Workplace:

2. Your appointment as MD & CEO shall be for a period of 5 years with effect from September 02, 2025, subject to the approval of the Central Government. You shall work remotely from your country of residence and when present in India, your base location of work will be the Registered/Corporate Office of the Company. You acknowledge that your role may require domestic and international travel as necessary for business of the Company.

C. Compensation:

3. Your remuneration, as approved by the Board, (which term shall include any Committee duly constituted by the Board), in accordance with the provisions of the Act, is set out at Schedule- A.

D. Duties and Responsibilities:

4. You shall exercise your duties as MD & CEO, with utmost good faith, care, skill and diligence (including as prescribed under the Act), and shall act in the best interests of the Company at all times. You shall exercise independent judgment in all matters relating to the Company and avoid any situations where your personal interests may conflict with the interests of the Company. You shall conduct yourself in a manner to meet the expectations of operational transparency to stakeholders while at the same time maintaining confidentiality of information in order to foster a culture of good decision making.

5. You acknowledge that you possess a valid Director Identification Number (DIN) and undertake to maintain the same in good standing throughout your tenure. You represent that your appointment as MD of the Company shall not contravene provisions of applicable law relating to the maximum number of directorships and independent director appointments. As a condition precedent to the commencement of your appointment, you are required to declare any directorships and other interests to the Board in writing, in the prescribed manner.

6. Subject to the overall superintendence, control and direction of the Board, you shall be responsible for:
   a. Providing overall strategic direction, corporate governance and executive leadership to the Company including reviewing and guiding corporate strategy, major plans of action, risk policies, annual budgets and business plans, and overseeing major capital expenditures, acquisitions and divestments.
   b. Managing day-to-day operations and business execution while ensuring achievement of business plan objectives, including sales targets, revenue projections and performance goals.
   c. Ensuring effective corporate governance practices, internal controls and risk management systems, including integrity of accounting and financial reporting systems, compliance with applicable laws and regulations, and overseeing disclosure and communication processes.
   d. Managing human resources and organizational development, including selection, compensation and succession planning for key managerial personnel, and fostering appropriate corporate culture and values.
   e. Acting in the best interests of the Company and its shareholders with due diligence, care and independent judgment, while taking into account the interests of all stakeholders.
   f. Ensuring compliance with all applicable laws, regulations including the SEBI LODR Regulations, providing required compliance certificates and certifications, and maintaining transparency in all disclosures and communications; and

g. Other such other duties as required as MD & CEO of the Company, under the provisions of the Act.

You will perform all such duties and responsibilities as are consistent with your designation and shall perform such other duties and functions as may be prescribed by the Board from time to time.

E. Compliance Obligations and Undertakings:

7. You acknowledge and agree to be bound by the duties and responsibilities of directors as enumerated under the Act. You shall comply with all applicable internal rules, regulations, administrative instructions /guidelines and policies of the Company in force from time to time, including the Code of Conduct for Board of Directors and senior management, and policies relating to leave, IT usage, travel, transfers, deputation etc.

8. You shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit you have derived or are likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are likely to be detrimental to the Company. You shall disclose to the Board whether you, directly or indirectly, or on behalf of third parties, have a material interest in any transaction or matter directly affecting the Company.

9. You undertake to: (a) obtain prior approval of the Board/Audit Committee (as applicable) for any related party transactions as defined under, and as may be required under applicable law; and (b) not enter into any agreement regarding compensation or profit sharing in connection with dealings in securities of the Company without prior Board or shareholder approval as may be required under applicable law. You shall not place yourself in a position of conflict between your duty to the Company and your personal interests, and you shall immediately disclose any potential conflicts to the Board.

10. You shall: (a) keep the Board promptly and fully informed (in writing, if so requested), at all times, of the discharge of your responsibilities and provide further information, written records and/or explanation as the Board may require; (b) where required under applicable law, inform the Company about committee positions you occupy in listed entities and notify any changes; and (c) disclose any indisposition or unavailability to fulfil your role for more than 45 days in any rolling period of 90 days, for disclosure to stock exchanges, as may be required under applicable law.

11. You acknowledge that: (a) the performance of individual directors of the Company, and the Board and its committees, will be evaluated annually in accordance with applicable laws; and (b) your continuation as a director shall be subject to shareholder approval at least once every five years from appointment/ re-appointment, if required under applicable law.

12. During your appointment with the Company:

    a. you shall not divert or attempt to divert from the Company any business that the Company has enjoyed or solicited from its customers;

b. you shall not solicit or attempt to induce any customer, supplier, partner or other person or entity with whom the Company has, or is attempting to establish, a commercial relationship to cease, or refrain from doing business with the Company, or to alter its relationship with the Company in any manner adverse to the Company's interests;

c. you shall not make any false, misleading or disparaging representations or statements with regard to the Company or the products or services of the Company to any third party, or make any statement to any third party that may impair or otherwise adversely affect the goodwill or reputation of the Company;

d. you shall not, whether acting on behalf of the Company or purporting to do so, accept from any person or entity, any consideration in exchange for any assessment or decision may be favorable to that person or entity and detrimental to the interests of the Company. Such consideration includes any item or conduct that may be of value such as a gift, bribe, payment, performance, favor, etc.; and

e. you shall ensure compliance with insider trading regulations and maintain confidentiality of unpublished price sensitive information.

F. Directors' and Officers' Liability Insurance:

13. The Company has availed Directors' and Officers' liability insurance, and it intends to maintain such cover for the full term of your appointment. Notwithstanding the foregoing, you shall indemnify and hold harmless the Company from and against any damages, losses, or expenses (including without limitation, reasonable lawyers' fees and expenses) incurred as a result of any claims or proceedings brought or initiated against the Company, to the extent such claim is not covered under the Directors' and Officers' liability insurance availed by the Company and is directly attributable to your gross negligence, wilful misconduct, abuse of authority, fraud, dishonesty, material breach of your obligations and duties under this letter of appointment.

G. Termination:

14. The Company may terminate your appointment at any time upon giving 90 days' notice in writing, unless a lesser period is required under applicable law.

15. You may resign from your position at any time upon giving 90 days' notice in writing unless the lesser period is accepted by the Board.

16. Notwithstanding anything contained in this letter of appointment, your appointment will cease immediately in case you incur any disqualification under Section 164 of the Act or if your office is vacated by virtue of Section 167 of the Act or any other applicable law. In such an event, you agree to immediately notify the Company of the disqualification / reason for vacation of office and you shall cease to be a director of the Company with effect from the date of such disqualification or reason for vacation of office.

H. Governing Provisions:

17. Other terms and conditions of your employment shall be governed by: (a) the rules and policies of the Company as set out in Schedule-B; (b) all applicable provisions of the Act and applicable law; and (c) all disciplinary and other rules and policies of the Company that are in effect from time to time.

Accepted:

	For Moneyview Limited (formerly known as Moneyview Private Limited and Whizdm Innovations Private Limited)	**By Mr. Puneet Agarwal**
Signature:		
Full Name:	**Sanjay Aggarwal**	**Puneet Agarwal**
Designation:	**Executive Director**	**MD & CEO**
Date:	**September 02, 2025**	**September 02, 2025**

Schedule A

[*Details of Remuneration*]

1. Your remuneration for your appointment as MD & CEO shall be as follows with effect from September 02, 2025 for financial year 2025-26.

    a. Salary upto INR 4,00,00,000/- p.a. with the Board (which term shall include any Committee duly constituted by the Board) having the liberty to alter and vary the terms and conditions of the said appointment and remuneration as deemed necessary in accordance with the Act and applicable provisions or amendments thereto, whether in profit or in case of inadequacy of profit.

    b. The detailed break-up of the above compensation is as follows:

Particulars	Compensation per month (in INR)	Compensation per annum (in INR)
Basic	9,88,967.00	1,18,67,604.00
HRA	3,95,587.00	47,47,044.00
Food Allowance	2,500.00	30,000.00
Leave Travel allowance	15,000.00	1,80,000.00
Special Allowance	10,70,363.00	1,28,44,356.00
A. Gross Salary	24,72,417.00	2,96,69,004.00
B. Flexible Benefits	27,583.00	3,30,996.00
Take Home (A+B)	**25,00,000.00**	**3,00,00,000.00**
C. Company's PF contribution	1,800.00	21,600.00
D. Variable Pay	-	1,00,00,000.00
Total CTC = A+B+C+D	**25,01,800.00**	**4,00,21,600.00**

2. (You will be entitled to reasonable reimbursement for all travel expenses (conveyance, hotel, food, beverages etc.) for business trips or business activities, which will be fully reimbursed at actuals, upon submission of relevant invoice(s). To facilitate such business trips, you may take an advance for travel costs and expenses (in Indian Rupees or foreign currency, as applicable), and shall be required to submit relevant details and invoices upon completion of such travel. Any excess advance shall be returned to the Company, upon completion of your travel.

3. You will be entitled to statutory and service benefits and shall be subject to all disciplinary and other rules in effect or that may come into existence from time to time, as applicable as per rules of the Company and such other benefits as applicable to employees at your work location.

4. The Company shall make contributions to Provident Fund and Gratuity in accordance with applicable law.

5. Statutory bonus (if applicable) will be paid in accordance with Payment of Bonus Act, 1965, as may be amended from time to time.

6. The Company is obliged to deduct income tax at source as per provision of Income Tax Act, 1961 and rules thereunder. Accordingly, you are required to submit all required proof regarding permitted savings, investments, and other relevant details from time to time to enable the Company to comply with applicable tax provisions.

7. You will be entitled to medical reimbursement for yourself and your family and travel allowance as per Policy of the Company.

8. You will be entitled to perquisite as per the rules of the Company and any additional perquisites as may be decided by the Board (which term shall include any Committee duly constituted by the Board) from time to time.

9. Any future changes to the remuneration shall be subject to the applicable approvals under the Act and other applicable laws.

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Schedule B

[*Other terms of employment*]

1. Policies

1.1. You agree and acknowledge that you are bound by the various policies of the Company ("**Policies**"), including code of conduct for Board of Directors and senior management, the Employee Handbook, regarding leave, performance assessment, access to the Company's premises and data, use of IT resources such as internet and e-mail, prohibition of sexual harassment at the workplace, and such other matters related to the employment. Such Policies and changes thereto shall be intimated to you from time to time by such means as the Company deems fit. It shall be your responsibility to get acquainted with such Policies and any revisions thereto and adhere to the same. Any such Policies and amendments shall be deemed to be part of this Schedule unless the Policy explicitly specifies otherwise.

1.2. You acknowledge that you are required to provide all necessary, correct and accurate personal information ("**PI**") such as name, address, email address and phone number, as well as sensitive personal data or information ("**SPDI**") including but not limited to financial information such as bank account details, medical records and history, etc., to the Company and authorise the Company, its affiliates, and their officials and authorised representatives, vendors, contractors etc., to collect and/or process such PI and/or SPDI in the course of your employment with the Company for any purpose related to and connected with the terms of your employment or as maybe specified by the Company from time to time. You further acknowledge, agree and understand that the Company may store, use, process, share, disclose or transfer their PI and/or SPDI as per the terms of this Schedule and Policies, and in accordance with the applicable data protection laws. By executing this Schedule, you shall be deemed to have provided your express consent to the Company and its affiliates, their officials and authorized representatives, vendors, contractors, etc. for collection of such PI and/ or SPDI. You shall comply with the Company's data privacy policy, as may be amended from time to time and as may be applicable.

2. Confidentiality Obligations

2.1. "**Confidential Information**" shall mean data and information which is confidential and proprietary in nature, of the Company and/or its affiliates and/or pertaining to any third parties with which the Company and/or affiliates have relationships, and disclosed to or obtained by you or to which you have access in the course of your employment or that is generated by or utilized in the operations of the Company and/or its affiliates and whether produced or reproduced in graphic, written, electronic or machine readable form or any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or its affiliates and/or its competitors (present or potential).

2.2. Provided that Confidential Information shall not include information that you can prove:

a. Is or hereafter becomes, through no act or failure to act on your part, generally known or available. You shall immediately on coming to know that such information has become generally known or available inform the Company of the same.

b. Is known to you prior to or at the time of receipt of information in the course of your employment with the Company. You shall immediately on receipt of such information disclose to the Company that such information was already in your possession and furnish satisfactory proof of the same.

c. Is hereafter furnished to you by a third party, as a matter of right and without restriction on disclosure, there being no obligations of confidentiality attached to the source of such information. You shall immediately on receipt of such information inform the Company of the same.

2.3. Is hereafter furnished to you by a third party, as a matter of right and without restriction on disclosure, there being no obligations of confidentiality attached to the source of such information. You shall immediately on receipt of such information inform the Company of the same.

2.4. You shall not try to gain access to any Confidential Information except such Confidential Information which may be entrusted in furtherance of your duties.

2.5. You agree that all Confidential Information shall remain the sole and absolute property of the Company or its affiliates (where relevant), and you hereby transfer to the Company (or its assignee) in perpetuity, any and all rights, title or interest (including without limitation) in and to any of the Confidential Information (or part thereof) created in whole or in part by you during the term of employment. You also agree that you shall not directly or indirectly copy, duplicate, disseminate, publish, transfer, disclose or divulge any of the Confidential Information to any firm, individual, entity, institution or other third party, unless the Company provides a specific written authorization in advance.

2.6. You shall keep strictly confidential all Confidential Information and not disclose the same to any third party or use the same for your benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by this Schedule or except with the prior written consent of the Company.

2.7. You shall protect the Confidential Information received with the highest care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use.

2.8. You shall not reproduce in any form the Confidential Information except with the prior written consent of the Company.

2.9. To the extent possible, you shall not use any personal computer systems (including laptops, tablets and desktops) or personal emails for accessing the Company's IT infrastructure. Any access to the Company's IT infrastructure using personal computer systems and mobile phones will be subject to prior written approvals from the Company's IT department. You shall ensure that all personal devices used to access the Company's IT infrastructure have adequate firewalls, updated anti-virus software and other protections.

2.10. You agree that you shall not: (a) store and/or transfer any Confidential Information via personal storage devices; (b) forward any Confidential Information to personal email accounts; (c) access, create, receive, store, transfer or download any unauthorized or illegal software or other files or documents on Company property; (d) access any banned or restricted websites, make or facilitate illegal purchases or transactions; (e) undertake any activity that could result in any virus, malware or other program disrupting the Company's IT infrastructure; (f) transfer Confidential Information to other employees who would not require access to the same while undertaking duties for the Company.

2.11. You agree that, in order to ensure compliance with this paragraph 2, the Company reserves the right to: (a) inspect all Company property and any personal computer systems that are / were used to access the Company's IT infrastructure. Such inspection may take place at any time (even remotely) without any notice to you; (b) access and review the following on Company property: electronic files, network traffic, chat history, browsing history, messages, emails, posts on internal groups, other digital documents and archives, file transfers and downloads; (c) monitor your use of electronic communication to the extent necessary; (d) retrieve previously deleted emails and documents and install such software on Company property as may be required to undertake the foregoing; (e) deactivate, disable, remove access or prevent you from accessing any Company property, including emails, servers and IT infrastructure.

2.12. You shall, at the time of separation, return all Confidential Information and all other Company property which you are in possession of, and if required, execute a declaration to this effect. You undertake to indemnify and keep indemnified the Company against any and all proceedings, claims, demands, damages, losses, obligations and liabilities which the Company might suffer on account of the unauthorized use of Confidential Information by you.

2.13. The provisions of this paragraph 2 shall apply, notwithstanding that you have inadvertently or without authorization, obtained access to or otherwise come into possession of any Confidential Information.

2.14. You represent that the performance of this Schedule as an employee of the Company has not been breached and you will not breach any agreement to keep in confidence, proprietary information, knowledge or data acquired prior to the commencement of your employment relationship with the Company.

3. Intellectual Property

3.1. You agree and acknowledge that all rights in the intellectual property of any nature whatsoever, including intellectual property which you solely or jointly conceive or develop or reduce to practice or cause to be conceived or developed or reduced to practice, during your employment ("**IPR**"), shall solely belong to the Company and shall remain vested in the Company for the full term of each and every such IPR, including renewal or extension of any such term, free from encumbrances, in perpetuity. You waive all rights to the IPR to the fullest extent. You shall, from time to time as may be requested by the Company, do all acts, deeds and things, including execution of necessary documents without charge or compensation, for fully and effectively vesting the IPR in the Company.

3.2. You expressly agree that all IPR created during the course of your employment with the Company shall be developed as works for hire. In consideration of your employment with the Company, You hereby assign and shall be deemed to have assigned in favour of the Company, all rights, title and interest in and to all the IPR, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties or right to apply for registration of a patent, in perpetuity. The assignment shall not lapse by virtue of the Company choosing not to exercise the rights assigned.

3.3. Should the Company, for any reason, not be considered the author or producer of the said materials, you hereby agree to assign to the Company all right, title, and interest in such material and to execute for this purpose any deeds and documents which the Company may request without any additional consideration.

3.4. You acknowledge that the employment and the remuneration paid by the Company to you is a good, valuable, and adequate consideration, to be bound by the terms and conditions of the Letter read with this Schedule, including the assignment of the IPR.

3.5. You hereby waive your right under Section 19(4) and Section 19(A) of the Copyright Act, 1957.

3.6. You agree that, if the Company is unable to secure your signature to apply for or to pursue any application for any patents, copyrights, mask works, or other IPR that are assigned to the Company due to your mental or physical incapacity or unavailability or for any other reason, then the Company and its duly authorized officers and agents shall be irrevocably designated and appointed as your agents and attorneys-in-fact, to act for and on behalf of you and to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if originally executed by you.

4. Prior Inventions

4.1. If prior to the commencement of the employment, you have, either independently or in the course of your previous employment, made any inventions or innovations or authored any works or developed any intellectual property (together "**Prior Inventions**") which belong to you, the Prior Inventions shall be identified in writing. You shall also indicate the ownership of such Prior Inventions and if you are the owner, the terms of license or other right that you have granted third parties.

5. Non-Compete and Non-Solicitation

5.1. During your employment with the Company and for a period of 2 (two) years thereafter, you shall not, directly or indirectly, without the prior written consent of the Company:

a. solicit or attempt to solicit any business from: (i) any existing or potential customer or client of the Company its subsidiaries; or (ii) any person with whom you have contacted or dealt with on behalf of the Company or its subsidiaries, as long as the Company and/or its subsidiaries are engaged in such business;

b. induce or attempt to persuade any person who is an existing or potential customer or client of the Company or its subsidiaries to cease doing business or reduce the amount of business which such person has customarily done or might propose doing with the Company or its subsidiaries; and

c. employ, solicit, incite, canvass, attempt to employ, or assist any person to employ any person who is in the employment of the Company or its subsidiaries (including any person who was an employee at any time during the preceding one year).

5.2. Exceptions: The above restrictions shall not prevent you from making general public advertisements or solicitations of employment not specifically directed at Company's or its subsidiaries' employees.

5.3. You acknowledge that no separate compensation shall be payable for these restrictions, and the consideration for your employment includes adherence to this paragraph 5.

6. Indemnity

6.1. You agree that you shall indemnify, defend and hold harmless the Company, its affiliates, officers, directors, employees and agents, from and against any and all claims, actions, suits, proceedings, costs, expenses (including court costs and attorney's fees), damages, obligations and liabilities ("**Claims**") which may result from your acts and omissions, including but not limited to:

a. Claims by third parties resulting from your violation of applicable law and policies of the Company;

b. violation of the confidentiality, non-compete and/ or non-solicit provisions under this Schedule; and

c. any misrepresentation or breach of any representation or warranties contained herein.

7. Governing Law and Dispute Resolution

7.1. The Letter and this Schedule shall be governed by the laws of India and subject to sub-paragraph 7.2, the courts at Bangalore, Karnataka, India shall have the exclusive jurisdiction to entertain any dispute which may arise of the Letter and this Schedule.

7.2. Any disputes in connection with your employment, including those pertaining to the terms and conditions, alleged breaches of contract, and remedies, shall be referred to binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, by a sole arbitrator to be appointed by the Company. The proceedings of arbitration shall be conducted in English. The venue of arbitral proceedings shall be Bangalore, Karnataka, India.

8. Miscellaneous

8.1. Entire Agreement: The Letter and this Schedule supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between you and the Company, with respect to the matters covered herein. The Letter and this Schedule read with the Company policies sets forth the entire agreement between you and the Company with respect to the subject matter herein.

8.2. Prior Document: In the event of any inconsistency between the Letter read with this Schedule, and any prior terms of your employment, the interpretation placed by the Company shall be final and binding on you.

8.3. Computer and Internet Usage: You shall comply with the Company's security systems and other security policies, as applicable, which may be updated from time to time to take into account current legislation and business requirements. Additional information on these policies will be provided to you.

8.4. Retirement: Your service shall continue subject to applicable age limits under the Act and other applicable laws.

8.5. Modification: The Letter read with this Schedule may not be modified or terminated, in whole or part, except in writing (including email) issued by an authorized representative of the Company and in accordance with applicable law.

8.6. No Conflict: You represent that you have not entered into any other agreements with or undertaken obligations to others, including agreements with and obligations to previous employers that are in conflict with the terms herein.

8.7. Social media usage: The Company recognizes the prevalence of social media (including social and professional networks such as Meta, LinkedIn, Instagram, blogs, wikis, team collaboration sites, any other information sharing sites, job search / employer review sites (such as Glassdoor), other websites for both personal and professional use) and its influence on business and communication. You undertake that during the term of employment and thereafter you shall not use social media to disparage / harm the reputation of the Company and its affiliates. You agree that you shall: (i) ensure that during the Term, all social media conversations are polite, professional, and respectful and do not contain any racial or caste slurs, sexual remarks, insults, untrue or fraudulent statements, misrepresentation, insults or any other defamatory or offensive or unlawful material; (ii) not disclose any Confidential Information of the Company / an affiliate *via* social media; (iii) not make any statements on behalf of or about the Company / an affiliate (including comments on Company / affiliate's culture, conduct of specific employees or officers, etc.) or use the trademarks or brand name of the Company / an affiliate on social media, unless specifically authorized to do so by the Company / the affiliate, as the case may be; and (iv) exercise good judgment, and caution to ensure that any posts, comments or actions on social media do not present reputational or other risks to the Company / an affiliate and its clients, business partners, or competitors.

8.8. Publicity: During the term of the Letter read with this Schedule, you shall not: (a) without the consent of the Company disclose to a member of the media information relating to: (i) the Company; and/or (ii) the Company's clients; or (b) communicate with any person with the intention of disclosing that information to the media, or in circumstances where it could reasonably be believed, anticipated or expected that information may be disclosed to the media. You further represent and warrant that you shall not do or cause to be done any act, deed or thing which would affect obligations to the Company and shall promptly inform and keep informed the Company of any act, deed, thing or event which would prejudicially affect the interests of the Company.

8.9. Waiver: The failure of either the Company or you to object to any conduct or violation of any of the representations made by the other under the Letter read this with Schedule will not be deemed a waiver of any rights or remedies in respect of the same or a subsequent default.

8.10. Assignment: Your obligations that by their nature are to survive the termination of employment, shall so survive. The services to be rendered by you to the Company are personal in nature and, therefore, you shall not assign or delegate your rights, duties or obligations under the Letter read this with Schedule. The Company may, in its discretion assign its rights and duties herein to a third party, and you consent to the same.

8.11. Notices: All notices or other communications under the Letter read this with Schedule shall be made in writing and shall be deemed delivered (i) when delivered personally immediately upon delivery, or (ii) when sent by registered post or by courier, postage prepaid, to the respective addresses first set forth above, three working days after the date of dispatch of the notice as evidenced by the appropriate receipt/challan. Communication of a routine nature may be made by the Company to you by electronic mail / facsimile.

8.12. Survival: The terms and provisions of this Letter read this with Schedule which by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive any termination of this Letter read this with Schedule, along with paragraphs 2 (*Confidential Information*), 3 (*Intellectual Property*), 5 (*Non-compete and Non-solicit*), 6 (*Indemnity*), 7 (*Governing Law and Dispute Resolution*) and 8 (*Miscellaneous*) of this Schedule.

8.13. Severability: The provisions of the Letter read with the Schedules are severable. In the event any portion of the Letter read with the Schedules is held to be unlawful or unenforceable, the same will not affect any other portion of the Letter read with the Schedules, and the remaining terms and conditions or portions thereof will remain in full force and effect. In particular, the non-compete restriction shall be enforced to the maximum extent possible after severing any portion which may be held to be unenforceable under applicable law.

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