CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF WHIZDM FINANCE PRIVATE LIMITED ("COMPANY") IN ITS MEETING HELD ON WEDNESDAY, APRIL 24, 2024.

TO DESIGNATE MR. SANJAY AGGARWAL, DIRECTOR (DIN: 00931994) AS WHOLE-TIME DIRECTOR (EXECUTIVE DIRECTOR) & CHIEF EXECUTIVE OFFICER (CEO) OF THE COMPANY.

"**RESOLVED THAT** pursuant to the provisions of Section 196 and other applicable provisions if any, of the Companies Act, 2013 read with Rules issued thereunder and other notifications, circulars issued by the Ministry of Corporate Affairs ("**MCA**") from time to time or the extant Reserve Bank of India ("**RBI**") guidelines, (including any statutory modification(s) or reenactment thereof for the time being in force) and subject to such other approvals, consents or permission or intimations, as may be required, the Articles of Association of the Company, and subject to all such other approvals, permissions, consents and/or sanctions of any authorities, as may be required, consent of the Board of Directors of the Company be and is hereby accorded to designate Mr. Sanjay Aggarwal (DIN: 00931994), existing Director of the Company, as Whole-Time Director (Executive Director) & Chief Executive Officer ("**CEO**") of the Company with effect from April 24, 2024 for a period of 5 years.

RESOLVED FURTHER THAT pursuant to the provisions of Section 203 and other applicable provisions if any, of the Companies Act, 2013 and Rules issued thereunder, Mr. Sanjay Aggarwal Whole-time Director (Executive Director) & CEO of the Company be and is hereby designated as one of the Key Managerial Personnels of the Company.

RESOLVED FURTHER THAT the draft letter of appointment of Mr. Sanjay Aggarwal with details of terms of appointment as placed before the Board be and is hereby approved.

RESOLVED FURTHER THAT any Director of the Company or the Company Secretary be and are hereby severally authorized to (i) finalise, sign, execute and deliver any and all such documents, agreement, forms, returns, papers and writings with the Registrar of Companies, MCA, RBI or any other statutory and regulatory authorities, as required; (ii) delegate any or all of the authority vide appropriate letter of authority to official or person in the best interests of the Company; (iii) and to do all such acts, deeds and things as may be required or considered necessary or incidental thereto for the purpose of giving effect to the aforesaid resolution.

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

For Whizdm Finance Private Limited

Whizdm Finance Private Limited Bangalore

Ankit Kumar Jain
Company Secretary
Mem. No: A21893
Address: No. 17/1, Kadubeesanahalli, Outer Ring Road, Bangalore - 560087
Date: 15/05/2024
Place: Bangalore

<u>EMPLOYMENT AGREEMENT</u>

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made on April 30, 2022, ("**Execution Date**")

BETWEEN

WHIZDM INNOVATIONS PRIVATE LIMITED, a private company incorporated under the Companies Act, 2013 and having its registered office at 3rd Floor, The Address Building, Karnataka (hereinafter the "**Company**", which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **ONE PART**;

AND

SANJAY AGGARWAL, s/o Jagat Prakash Agrawal, residing at 334, Adarsh Palm Retreat Villas, Lane 5, Phase 2, Devarabeesanahalli, Bengaluru - 560103, Karnataka (hereinafter referred to as the "**Employee**", which expression shall, unless the context otherwise requires, include his heirs, executors and permitted assigns) of the **OTHER PART**.

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

RECITALS

A. The Company is engaged in the business of developing and selling a suite of mobile applications that organize a consumer's financial information and facilitate the distribution of financial products from participating financial institutions on such consumer's mobile device while the Company's subsidiary is engaged in the business of advancing loans to consumers and businesses.

B. The Employee is the co-promoter and director of the Company and has been appointed as its Chief Technology Officer ("**CTO**").

C. The Parties wish to state the terms and conditions governing the Employee's employment with the Company.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

(a) In this Agreement unless the context otherwise requires, the capitalized words and expressions mentioned below shall have the following meanings assigned to them:

"**Act**" shall mean the Companies Act, 2013, as the case maybe, as amended, re-enacted or replaced from time to time.

"**Affiliate**" in relation to a specified Person shall mean:

(i) in case of any Person (other than an individual), any other such Person, who Controls, is Controlled by, or is under common Control with such Person; and

(ii) in case of an individual, any person who Controls, is Controlled by or is under common Control with the individual, a Relative of such individual and a Person who is Controlled by or is under common control with a Relative of such individual.

"**Board**" shall mean the board of directors of the Company as constituted from time to time;

"**Business**" shall mean the business of the Company and its subsidiary as described in the recitals, and such other business activities as may be carried out by the Company in accordance with the provisions of Shareholders' Agreement.

"**Cause**" shall mean a finding by the Board after such reasonable enquiry as deemed appropriate by the Board that (a) the Employee has materially breached the terms of this Agreement, which breach has not been rectified within 60 (sixty) days of a notice from the Company, or (b) the Employee has willfully committed a material act or omission of fraud, embezzlement or misappropriation of funds in relation to the business or affairs ofthe Company.

"**Confidential Information**" shall mean any confidential and/or proprietary informationbelonging or relating to the Company or its vendors, customers or other third parties including the following: (i) inventions, innovations, works or intellectual property rights, trade secrets, ideas and know-how including the Work Product; (ii) information relating to the development, utility, operation, functionality, performance, cost, present and proposed businesses, formulae, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, research and development, financial statements, budgets and other financial details, business and marketing plans, forecasts, licenses, price lists, quotes, bids, controls, operating procedures, responsibilities, policies and procedures, software programs and files, operatingmanuals, user manuals documentation etc; (iii) confidential and proprietary information of third parties, including former, existing or prospective agents, customers, partners, vendors, suppliers or affiliates; (iv) the terms and conditions of this Agreement; and (v) all record bearing media containing or disclosing the above information or techniques, whether identified as "confidential" expressly or not. Confidential Information shall not include (a) information that is publicly available through no fault of the Employee; and (b) information disclosed by third parties without any obligation of confidentiality.

"Control" (including, with its correlative meanings, Controlled or Controlling or under
common control with), as used with respect to any Person, shall mean the power, direct or indirect, to:

(i) direct or cause the direction of, the management, policies or activities of such Person, whether by way of ownership of voting capital, voting equity interests or economic rights, or by contract, or otherwise; or

(ii) appoint or remove (or to direct or cause the direction of the appointment or removal of) majority of the directors (or similar position) of such Person (including by holding a majority of the voting rights exercisable at meetings of its board (or equivalent) on all, or substantially all matters), or in any other manner.

"**Equity Securities**" shall mean the Equity Shares, Preference Shares, membership interests, or other ownership interests in the Company and any options, warrants, convertible preference shares, convertible debentures, foreign currency convertible bonds, share/stock options, (whether or not vested), loans convertible into Equity Shares or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, Equity Shares, membership interests, or other ownership interests in the Company (whether or not such derivative securities are issued by the Company and whether or not then currently convertible, exercisable or exchangeable).

"**Equity Share**" shall mean the equity shares in the issued, subscribed and paid up equity share capital of the Company, having a face value of INR 1 (Indian Rupee One) each.

"**Financial Investor**" shall mean (i) a financial institution; or (ii) a fund (being an equity fund, mutual fund, venture capital fund, buy-out fund or any other similar funds or any other pooled investment vehicle/scheme); or (iii) pension funds or corporate funds or sovereign funds.

"**Fully Diluted Basis**" shall mean that the calculation is to be made assuming that (i) all outstanding Equity Securities (whether or not by their terms then currently convertible, exercisable or exchangeable), and all outstanding commitments to issue Equity Shares, membership or ownership interests, at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged; and (ii) all unallocated options reserved for issuance under the employee stock option plan or such other stock option plan approved by the Board, have been issued and exercised.

"**Good Reason**" shall mean the termination of this Agreement by the Employee on account of: (i) a personal emergency; or (ii) a substantial and adverse diminution of the roles and responsibilities of the Employee;

"**Intellectual Property Rights**" shall mean any and all intellectual property rights in any and all parts of the world, whether registered or unregistered, including without limitation: (a) patents (whether utility or design), patent applications, patent disclosures, continuation, continuation-in-part, divisionals, reissues, re-examinations, utility models, certificate of invention, provisional and foreign counterparts; (b) trademarks, service marks, trade dress, logos, trade names and corporate names and other source indicators and registrations and applications for registration and foreign counterparts thereof, and the goodwill of the business symbolized thereby; (c) copyrights and copyrighted works (including software and documentation) and registrations and applications for registration thereof; (d) designs including registrations and applications for registration thereof; (e) computer software, data and documentation; (f) inventions, trade secrets, know-how, business intelligence and confidential business information, whether patentable or non-patentable and whether or not reduced to practice; (g) know-how, manufacturing and product processes and techniques, and research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; and (h) copies and tangible embodiments thereof.

"**Investors**" shall mean the Persons named in **Schedule A** to this Agreement and the term "**Investor**" shall mean any of them individually.

"**Law**" shall mean all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, guidelines, policies, directions, directives and orders of any Government, and applicable international treaties and regulations, having the force of law, in force at the relevant time.

"**Non-Compete and Non-Solicit Period**" shall mean during the Employee's employment or until the Employee ceases to hold at least 5% (five percent) of the shareholding of the Company (on a Fully Diluted Basis) or until the Founder ceases to be director of the Company (whichever is later) and for a 2 (two) year period thereafter.

"**Person**" shall include an individual, proprietorship, Hindu undivided family, partnership, corporation, company, unincorporated organization or association, trust or other entity, whether incorporated or not, or any other entity that may be treated as a 'Person' under applicable Law.

"Preference Shares" shall mean the preference shares issued or issuable by the Company and shall include the Series A CCPS, Series A1 CCPS, Series B CCPS, Series C CCPS, Series C1 CCPS, Series C2 CCPS, Series C3 CCPS, Series D1 CCPS, Series D2 CCPS and Series D3 CCPS.

"**Relative"** shall mean the spouse, father, mother, brother, sister and children of the Employee.

"Significant Competitor" shall mean any Person (**Subject Person**), who on the date of execution of this Agreement or any time thereafter, directly or indirectly, receives at least 50% (fifty percent) of its total revenue from the Business or any activity similar to the Business and shall include such Subject Person's Affiliates; provided, however, that it shall not include (i) any Investor or an Affiliate of such Investor that is (or is an intermediary holding entity of) a venture capital or private equity fund (or any affiliated investment vehicles of such Investor) because of its investment in such Person, or (ii) to the extent not covered in sub-clause (i) a Financial Investor in the Subject Person or its Affiliates.

"**Share**" shall mean an Equity Share or Preference Share or both.

"**Shareholders' Agreement**" shall mean the shareholders' agreement dated 7 March 2022 between the Employee, Puneet Agarwal, the Investors and the Company.

"**Subsidiary**" shall have the meaning ascribed to it in the Act.

"**Transaction Documents**" shall mean a collective reference to the Shareholders' Agreement and such other documents as may have been executed pursuant thereto; and

"**Work Product**" means Intellectual Property Rights or parts thereof, conceived, developed, or otherwise made by the Employee, alone or jointly with others (a) in any way relating to the Company's Business; (b) during the course of the Employee's employment with the Company; (c) using tools, resources or materials belonging to the Company; or (d) based on material or information belonging to the Company; whether or not made during the Employee's regular working hours or whether or not made on the Company's premises.

(b) Words and expressions defined elsewhere in the Agreement shall have the same meanings ascribed to them throughout the Agreement.

1.2. Interpretation

(a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

(b) Unless the context of this Agreement otherwise requires (i) words using the singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be; (iii) the term "Clause" refers to the specified Clause of this Agreement, unless otherwise stated in this Agreement; (iv) references to Law shall include references to any such Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and shall include any subordinate legislation made from time to time under that provision;

(v) reference to “include” shall be construed without limitation; and (vi) the Schedules hereto shall constitute an integral part of this Agreement.

2. EMPLOYMENT

2.1 Employment and Position

The Employee has been a whole time director of the Company since the date of its incorporation, i.e., 11 August 2014. This Agreement reduces into writing the terms and conditions of the Employee's employment with the Company in pursuance of the Shareholders’ Agreement. The designation of the Employee may be changed by the Board at any time. This Agreement shall supersede all prior agreements entered into by the Parties in relation to the employment of the Employee except as specified under the Transaction Documents. The Employee confirms that he has no claims whatsoever of any nature against the Company as on Execution Date, except for remuneration for the current month.

2.2 Duties

(a) The Employee’s responsibilities are set forth in Schedule B. Schedule B may be amended by the Board from time to time and the Employee shall be notified of such amendment. Upon such notification, Schedule B shall be substituted by Schedule B as amended.

(b) Subject to the overall superintendence, control and direction of the Board, the Employee shall perform such duties and responsibilities as are consistent with his designation and shall also discharge such duties and responsibilities as are delegated and conferred upon him by the Board from time to time.

(c) The Employee shall perform and discharge all duties and functions in connection with his employment hereunder in a competent and professional manner.

(d) The Employee shall devote all his business time and attention to the business and affairs of the Company and shall make best endeavours in promoting the Company’s interests.

(e) The Employee shall comply with all applicable rules, regulations, administrative instructions/guidelines and policies of the Company in force from time to time including policies relating to leave, IT usage, travel, transfers, reimbursements, deputation, etc., as applicable to the Employee / persons at the level of the Employee (“Policies”).

(f) The Employee shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit he has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are or are likely to be detrimental to Company’s interest.

(g) The Employee shall at all times keep the Board promptly and fully informed of the discharge of his responsibilities and also provide such further information, written records and/or explanation as the Board may require.

(h) The Employee agrees that he shall not be employed by or render commercial and/or professional services of any nature to, any Person or organization other than the Company provided that the Employee may upon prior specific approval of the Board, take up non- executive / honorary positions in an independent / fiduciary capacity such as that of an independent director of a company or a trustee.

2.3 Term

This Agreement shall be valid till it is terminated at any time prior thereto in accordance with the provisions of this Agreement.

3. REMUNERATION & BENEFITS

3.1 Remuneration.

The Employee shall receive a gross annual remuneration as decided by the Board. The Board may vary the Employee's Cost-to-Company or any component thereof from time to time.

3.2 Benefits

The Employee shall be entitled to receive benefits applicable generally to the Company's employees (such as coverage under a health insurance for employees etc.) and other benefits provided to persons at the same level as the Employee.

3.3 Reimbursement of Expenses

The Company shall reimburse all business-related expenses incurred by the Employee in the performance of his duties hereunder, including those incurred in connection with business-related travel, boarding and lodging, telecommunications and entertainment in accordance with Company's policy in this regard.

3.4 Withholding

The remuneration shall be subject to taxes and the Company may withhold therefrom any amounts as are required to be withheld pursuant to applicable Law.

4. NON-COMPETE & NON-SOLICITATION OBLIGATIONS

4.1 The Employee acknowledges that he will, in the course of his employment with the Company, obtain access to Confidential Information and have dealings with the customers and suppliers of the Company. The Employee acknowledges the breadth of the covenants under this Clause and acknowledges that he has various other skill sets which, if deployed by him after he ceases to be an employee of or ceases to be associated with the Company would be sufficient to be gainfully employed without having to compete with the Company. The Employee undertakes that he, his Relatives and Affiliates shall not, directly or indirectly, other than in the manner permitted in the Shareholders' Agreement, during the Non- Compete and Non-Solicit Period:

(a) invest or hold any securities of, or provide financial assistance, or technical, managerial or any other services (whether for consideration or free of charge), in any manner to, or be Affiliates with, any Significant Competitor;

(b) enter into any business with the competes with the Business, or any business that the Company or its Subsidiaries has proposed to undertake, in any manner, anywhere in the world; or

(c) for its own account as agent, consultant, or shareholder of, or as owner of any equity or economic interest in, any other Person, engage or attempt to engage or assist any Significant Competitor or other Person to engage in any business activity that is competitive with the Business, or any business that the Company or its Subsidiaries has proposed to undertake, anywhere in the world.

4.2 Notwithstanding anything contained in Clause 4.1, if the Employee owns securities having no more than 2% (two percent) of the outstanding voting power of any Significant Competitor which is listed on any recognized stock exchange, he shall not be considered to be in breach of Clause 4.1(a).

4.3 During the Non-Compete and Non-Solicit Period, the Employee and his Relatives and Affiliates shall not, anywhere in the world, directly or indirectly, except in the manner provided in the Shareholders' Agreement,

(a) solicit or attempt in any manner to solicit, any business from (i) any existing or potential customer/ client of the Company or its subsidiaries, or (ii) any Person whom the Employee have contacted or otherwise 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/client of the Company or its Subsidiaries, to cease doing business or to reduce the amount of business which such Person has customarily done or might propose doing with the Company or its Subsidiaries; or

(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).

4.4 Notwithstanding anything contained in Clause 4.3 above, the Employee or any Person in whom the Employee has an interest in or is working with, shall not be precluded from: (a) making any public advertisement, internet advertisement, or other general solicitation of employment not, directly or indirectly, directed or targeted at any employee of the Company; provided, however, that such advertisements are made to the public at large by way of the then prevailing mass communication channels; or (b) engaging any recruiting firm or similar organization to identify or solicit persons for employment, as long as such recruiting firm or organization is not instructed to target, directly or indirectly, any employee of the Company.

4.5 The covenants in this Clause 4 and the time and other limitations with respect thereto, are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of the Company and such limitations are reasonable with respect to the activities of the Company.

4.6 It is the intention of the Parties that the provisions of this Clause 4 shall be enforced to the fullest extent permissible under the applicable Law, but that the unenforceability (or the modification to conform with such applicable Laws) of any provision hereof shall not render unenforceable or impair the remainder of this Clause 4. If any provision of Clause 4 shall be determined to be invalid or unenforceable, either in whole or in part, Clause 4 shall be deemed to be amended or modified, as necessary, the offending provision and to alter the remaining provisions of Clause 4 to the extent necessary to render the same valid and enforceable to the fullest extent permissible.

4.7 Nothing herein contained shall affect the Employee's non-competition and non-solicitation obligations set forth in the Transaction Documents. The obligations are independent of each other and shall bind the Employee independently.

5. CONFIDENTIALITY

5.1 The Employee shall not, whether during his employment with the Company, or after termination of his employment, for any reason, directly or indirectly, use for himself or use for or disclose to any Person any Confidential Information other than for the benefit of Company and in the course of performing his duties and responsibilities as an Employee of the Company.

5.2 Without prejudice to the generality of the foregoing, the Employee shall:

(a) keep confidential the Confidential Information and not disclose the same to any third party or use the same for the Employee's benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by the Agreement or except with the prior written consent of the Company.

(b) protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorised use.

(c) not reproduce in any form the Confidential Information except with the prior written consent of the Company.

5.3 The confidentiality obligations under the Agreement shall not prevent the Employee from disclosing the same if required by Law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that the Employee gives the Company notice of such intended disclosure and an opportunity to oppose the same.

5.4 The Employee confirms that all Confidential Information shall remain the sole and absolute property of the Company or any third party, as applicable. The Employee shall, at the time of leaving the services of the Company, return all Confidential Information and other Company property, which he is in possession of.

5.5 The obligations under this Clause 5 will survive the termination of the Agreement and shall survive so long as such information remains confidential. The Employee also acknowledges that use of the Confidential Information contrary to the provisions of the Agreement constitutes, among other things, criminal breach of trust in terms of the provisions of the Indian Penal Code, 1860.

5.6 The provisions of the Agreement for the protection of Confidential Information shall apply notwithstanding that the Employee has unauthorized or inadvertently obtained access to or otherwise come into possession of such Confidential Information.

5.7 In order to secure or preserve Confidential Information, the Company shall have the right at all times to deactivate, disable, remove or prevent the Employee's access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

6. INTELLECTUAL PROPERTY

6.1 The Employee acknowledges that Work Product is created during the course of Employee’s employment with the Company and the Work Product shall be the sole and absolute property of the Company from date of creation thereof. Further, the Employee hereby assigns all rights in any Work Product created by the Employee, during his association with the Company prior to the Execution Date, to the Company, and agrees that the Company shall be the sole and absolute owner of such Work Product.

6.2 To the extent that the Work Product or any portion thereof needs to be assigned to the Company to ensure that the Company is the sole and absolute owner thereof, the Employee hereby unconditionally and irrevocably assigns and agrees to assign in the future to Company all rights, title, and interest in and to any and all of the portion of the Work Product and intends that the Company, shall be deemed to be the full and absolute legal and beneficial owner and the only personal legally entitled to the Work Product. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free. To the extent permitted by applicable Law, the moral rights in relation to the Work Product shall also vest in the Company. To the extent such moral rights cannot be assigned to the Company and to the extent the following is allowed by the laws in any country where moral rights exist, the

Employee hereby unconditionally and irrevocably waives the enforcement of such moral rights, and all claims and causes of action of any kind against the Company or related to the Company's customers, with respect to such rights. The Employee's legal heirs shall not retain any moral rights in the Work Product. The Employee acknowledges that any copyrightable works prepared by the Employee within the scope of his employment are "works for hire" under this Clause and the Company shall be considered the author and owner of such copyrightable works pursuant to this Clause. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, assignment in so far as it relates to copyrightable material shall not lapse nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment.

6.3 The Employee shall assist the Company, at the Company's expense, in every proper way to secure and maintain the Company's rights hereunder and to carry out the intent of the Agreement and for vesting the Company with full title to the Work Product including executing necessary documents, applications in that respect.

6.4 The Employee represents and warrants and undertakes that he will not use or integrate in the Work Product any third party materials or data that are not validly licensed to the Company. The Employee represents and warrants that he has not violated the Intellectual Property Rights of any third party and covenants that he shall not violate the Intellectual Property Rights of any third party in the course of his employment with the Company.

6.5 The Employee hereby irrevocably appoints the Company as his attorney for the purpose of (a) ensuring that the ownership of the Work Product vests in the Company, and (b) for the purposes of seeking registration or other statutory protection in relation to the Work Product in favour of the Company. The Employee acknowledges that the Company has an interest in the agency and that the same may not be terminated to the prejudice of the Company. Termination of the Employee's employment shall not result in termination of the agency.

7. TERMINATION

7.1 The Company may, at any time, with prior notice of 60 (sixty) days or payment in lieu of such notice, terminate the Employee's employment, with or without Cause.

7.2 For an initial term from the Execution Date to 31 December 2024 (**Initial Term**), the Employee shall not terminate his employment with the Company except for: (i) Good Reason by giving 30 (thirty) days' prior notice in writing to the Company; or (ii) any other reason if prior written consent of the Investors has been obtained. After the Initial Term, the Employee may terminate his employment with the Company by giving 30 (thirty) days' prior notice in writing to the Company.

7.3 Upon termination of the Employee's employment for any reason set out above, in addition to the consequences set out herein, the consequences set out in the Shareholders' Agreement shall follow.

7.4 Payment upon Termination. The Employee shall be entitled to severance payment equivalent to 12 (twelve) months gross salary upon termination of the employment of the Employee by the Company without Cause. Nothing herein shall be treated as a waiver of any other statutory or non-statutory benefits that he may be entitled to at the time of severance. Subject to Section 7.1 and the provisions of this Section 7.4, the Employee shall not be entitled to any severance upon termination of his employment.

7.5 Consequences & Survival

(a) Termination of this Agreement shall be without prejudice to the rights and claims accrued to a Party for any antecedent breach.

(b) Clause 4 (*Non-compete and Non-solicitation*), Clause 5 (*Confidentiality*), Clause 6 (*Intellectual Property including the provisions relating to agency*), Clause 8.3 (*Notices*), Clause 8.7 (*Governing Law & Jurisdiction*) and Clause 8.8 (*Dispute Resolution*) shall survive termination of this Agreement.

8. MISCELLANEOUS

8.1 Amendments. Except as set forth herein, no amendment to this Agreement shall be binding on the Parties unless such amendment or alteration is in writing and is signed by the Parties.

8.2 Entire Agreement. This Agreement along with the Shareholders' Agreement constitutes the entire agreement between the Parties in relation to the employment of the Employee. Nothing herein contained shall affect the terms of the Transaction Documents, which shall govern in relation to the matters set forth therein. For instance, the non-compete and non-solicitation obligations shall survive independently under each of this Agreement and the Shareholders' Agreement.

8.3 Notices. Any notice or other communication to be given by one Party to the other pursuant to the Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of email, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 5 (five) days after being dispatched in the post, postage prepaid, by registered mail to such Party at its address specified herein or at such other address as such Party may hereafter specify for such purpose. The addresses and email address of the Parties for the purpose of notices are as follows:

(a) Employee:

Address: 334, Adarsh Palm Retreat Villas, Lane 5, Phase 2, Devarabeesanahalli, Bengaluru - 560103, Karnataka

Number: +91 9880321364

Email: sanjay.aggarwal@gmail.com

(a) Company:

Attention: Puneet Agarwal

Address: 3rd Floor, The Address Building, ORR, Bangalore

Number: +91 9535264062

E-mail: puneetagarwal73@gmail.com

8.4 Severability. If one or more provisions of this Agreement are held to be illegal, invalid or unenforceable under applicable Law, the Parties agree to renegotiate such provision in good faith. In the event the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, and (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; The Parties shall nevertheless be under an obligation to negotiate an alternate provision that is as close to the original intent of the Parties and that is valid and effective

8.5 Counterparts. This Agreement may be executed in 2 (two) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.6 Waivers. If at any time any Party shall waive its rights accruing to it, due to breach of any of the provisions of this Agreement, such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of this Agreement. None of the terms of this Agreement shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.

8.7 Governing Law & Jurisdiction. This Agreement shall be governed by the laws of India. Subject to Clause 8.8 below, the courts of Bengaluru, India shall have jurisdiction over any matters arising hereunder.

8.8 Dispute Resolution

(a) The Parties agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement by way of each appointing one nominee/representative who shall discuss in good faith to resolve the differences ("**Amicable Settlement**"). In case the Amicable Settlement does not resolve the dispute within 30 (thirty) calendar days, it shall be referred to arbitration in accordance with this Clause 8.8.

(b) All disputes and differences arising out of or in connection with any of the matters set out in the Agreement, if not resolved by mutual discussions, shall be resolved by arbitration in accordance with the Arbitration Rules of the SingaporeInternational Arbitration Centre. The Company shall appoint 1 (one) arbitrator, the Employee shall appoint 1 (one) arbitrator and the 2 (two) arbitrators soappointed shall appoint a third presiding arbitrator. The language of the arbitration shall be English, and the seat of arbitration shall be Singapore.

(c) The arbitrators shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to any arbitration shall bear its own expense in relation thereto, including but not limited to such Party's attorneys' fees and the expensesand fees of the arbitrator shall be borne equally by the parties to the dispute.

(d) The Parties shall have the ability to obtain interim, injunctive or equitable relief as permissible under applicable Law.

Schedule A

THE INVESTORS

Name of the Investor	Registered Address
Internet Fund III Pte. Ltd.	8 Temasek Boulevard, #32-02 Suntec Tower Three, Singapore 038988
Accel India IV (Mauritius) Limited	5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius
Accel Growth IV Holdings (Mauritius) Limited	5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius
NLI Strategic Venture Investment Limited	P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands
Ribbit Capital	Sanne House, Bank Street, TwentyEight, Cybercity, Ebene 72201, Mauritius.
TI JPNIN INDIA HOLDCO, LTD	255 Kansas, Suite 310, San Francisco, California 94103, United States of America
TI platform Fund II, GP, as general partner of TI Platform SMRS SMA, LP	255 Kansas, Suite 310, San Francisco, California 94103, United States of America
DI Investment LLC, as General Partner of DI India Digital Investment Partnership (DI)	Tokyo Club Building, 4F, 3-2-6, Kasumigaseki, Chiyodaku, Tokyo, Japan 100-0013
Evolvence India Fund IV Ltd	Sanne House, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius
Crimson Winter Limited	Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands
SPC GP II, LLC, as general partner of South Park Commons Opportunities Fund II, L.P	Address: 27 S Park St Suite 101, San Francisco, CA 94107

Schedule B

DUTIES OF THE EMPLOYEE

Subject to the overall superintendence, control, direction and guidance of the Board, the Employee shall be responsible and oversee all aspects of the Company's business as the co-promoter and CTO including developing and implementing the Company's business and operating plans, and management of the Company.

The scope of the responsibilities may be changed by the Company whereupon, the updated responsibilities shall be deemed to be incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written:

Signed & delivered for and on behalf of **Whizdm Innovations Private Limited** by its Authorized Representative Puneet Agarwal)

For WHIZDM INNOVATIONS PVT. LTD.

Authorised Signatory

MONEYVIEW LIMITED Bangalore

Signed and delivered by the within named **Sanjay Aggarwal**)

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA66258336050661V**
Certificate Issued Date	:	30-Jan-2023 05:40 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ MARATHAHALLY4/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL0825197753275325V
Purchased by	:	WHIZDM INNOVATIONS PVT LTD
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	EMPLOYMENT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	WHIZDM INNOVATIONS PVT LTD
Second Party	:	SANJAY AGGARWAL
Stamp Duty Paid By	:	WHIZDM INNOVATIONS PVT LTD
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

P.S.M.V.S.S.N
9980842121
Marathahalli Branch, Bangalore-37

Please write or type below this line

This Stamp Paper forms an integral part of the Employment Agreement entered between Whizdm Innovation Private Limited and Mr. Sanjay Aggarwal

Sanjay Agarwal

For WHIZDM INNOVATIONS PVT. LTD.

Authorised Signatory

AMENDMENT TO THE EMPLOYMENT AGREEMENT

This amendment is made to the Employment Agreement dated 30 April 2022 (**Amendment Agreement**), and is executed on 30 November 2023 (**Amendment Date**)

BY AND BETWEEN

(1) **WHIZDM INNOVATIONS PRIVATE LIMITED,** a private company incorporated under the Companies Act, 2013 and having its registered office at No 17/1, Kadubeesanahalli, Outer Ring Road, Bengaluru - 560087, Karnataka, India (hereinafter the **Company**, which expression shall, unless the context otherwise requires, include its successors and permitted assigns); and

(2) **SANJAY AGGARWAL**, s/o Jagat Prakash Agrawal, residing at 334, Adarsh Palm Retreat Villas, Lane 5, Phase 2, Devarabeesanahalli, Bengaluru - 560103, Karnataka (hereinafter referred to as the **Employee**, which expression shall, unless the context otherwise requires, include his heirs, executors and permitted assigns).

The Employee and the Company are hereinafter individually referred to as a **Party** and collectively referred to as the **Parties**.

WHEREAS

(A) The Parties had entered into an amended and restated employment agreement dated 30 April 2022 (**Employment Agreement)**, whereby the Parties had recorded their agreement with respect to the terms and conditions governing the Employee's employment with the Company.

(B) The Parties have discussed and agreed to amend the Employment Agreement to change the definitions of 'Cause' and 'Investors' contemplated in Clause 1.1 (a) of the Employment Agreement and the list of Investors set out in Schedule A of the Employment Agreement, in accordance with and under the terms and conditions set out in this Amendment Agreement.

IT IS AGREED as follows:

1. **DEFINITION AND INTERPRETATION**

1.1. Unless otherwise defined in this Amendment Agreement, all capitalized terms used herein but not defined shall have the meaning ascribed to them in the Employment Agreement, save and except as specifically amended in this Amendment Agreement.

1.2. References in the Employment Agreement to 'this Agreement' or 'the Agreement' shall be construed as references therein to the Employment Agreement as amended and modified by this Amendment Agreement.

1.3. With effect from the Amendment Date, this Amendment Agreement and all the terms and provisions herein contained shall form part of the Employment Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Employment Agreement.

2. **CONTINUING OBLIGATIONS**

The provisions of the Employment Agreement shall, save as amended by the provisions of Clause 3 of this Amendment Agreement and subject to the terms contained herein, remain unchanged and continue in full force and effect.

3. **AMENDMENT TO THE EMPLOYMENT AGREEMENT**

3.1. The definition of 'Cause' in Clause 1.1 (a) of the Employment Agreement shall be amended and restated in its entirety as follows:

"*"**Cause**" shall mean: (i) the Employee has been, during the course of his employment with the Company, convicted and sentenced by the first court of competent jurisdiction for any non-bailable cognisable offence; (ii) finding by the Board after such reasonable enquiry as deemed appropriate by the Board that (A) the Employee has materially breached the terms of this Agreement, which breach has not been rectified within 60 (sixty) days of a notice from the Company, or (B) the Employee has willfully committed a material act or omission of fraud, embezzlement or misappropriation of funds in relation to the business or affairs of the Company.*"

3.2. The definition of 'Investors' in Clause 1.1 (a) of the Employment Agreement shall be amended and restated in its entirety as follows:

"*"**Investors**" shall mean the Persons named in Schedule A of this Agreement and such other Persons designated as an investor in the articles of association of the Company.*"

Further, the list of Investors set out in Schedule A of the Employment Agreement shall be amended and substituted with the list set out in Schedule A of this Amendment Agreement.

4. **MISCELLANEOUS**

The Parties hereby agree that the provisions of Clause 8 *(Miscellaneous)* of the Employment Agreement shall apply *mutatis mutandis* to this Amendment Agreement as if they were set out herein with each reference to the 'Agreement' being deemed to be a reference to this 'Amendment Agreement'.

(*Signature pages to follow*)

IN WITNESS WHEREOF, each of the Parties has signed and executed this Amendment Agreement, and all the original copies hereto, on the Amendment Date.

For the within named **WHIZDM INNOVATIONS PRIVATE LIMITED**

For WHIZDM INNOVATIONS PVT. LTD.

Authorised Signatory

MONEYVIEW LIMITED
Bangalore

Name: Puneet Agarwal

Title: Director

[*Intentionally left blank*]

[*Signature page to the Amendment Agreement*]

IN WITNESS WHEREOF, each of the Parties has signed and executed this Amendment Agreement, and all the original copies hereto, on the Amendment Date.

For the within named **SANJAY AGGARWAL**

Sanjay Agarwal

____

[*Intentionally left blank*]

SCHEDULE A

LIST OF INVESTORS

Name of the Investor	Registered Address
Internet Fund III Pte. Ltd.	8 Temasek Boulevard, #32-02 Suntec Tower Three, Singapore 038988
Accel India IV (Mauritius) Limited	5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius
Accel Growth IV Holdings (Mauritius) Limited	5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius
NLI Strategic Venture Investment Limited	P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands
Ribbit Capital	Sanne House, Bank Street, TwentyEight, Cybercity, Ebene 72201, Mauritius.
TI JPNIN INDIA HOLDCO, LTD	255 Kansas, Suite 310, San Francisco, California 94103, United States of America
TI platform Fund II, GP, as general partner of TI Platform SMRS SMA, LP	255 Kansas, Suite 310, San Francisco, California 94103, United States of America
DI Investment LLC, as General Partner of DI India Digital Investment Partnership (DI)	Tokyo Club Building, 4F, 3-2-6, Kasumigaseki, Chiyodaku, Tokyo, Japan 100-0013
Evolvence India Fund IV Ltd	Sanne House, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius
Crimson Winter Limited	Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands
SPC GP II, LLC, as general partner of South Park Commons Opportunities Fund II, L.P	27 S Park St Suite 101, San Francisco, CA 94107
Apis Growth II (Mimosa) Pte. Ltd.	7th floor, 8 Lancelot Place, London, SW7 1DR

Whizdm finance

APPOINTMENT LETTER

Date: April 24, 2024

To,
Mr. Sanjay Aggarwal
Address: Villa 334, Adarsh Palm Retreat Lane 5,
Phase 2, Devarabeesanahalli,
Bellandur, Bengaluru-560103, Karnataka

Sub: Letter of Appointment
Ref: Whizdm Finance Private Limited ("the Company")

Dear Mr. Sanjay Aggarwal,

As per Section 196 and other applicable provisions of the Companies Act, 2013 ('the **Act**'), we are pleased to inform you that the Board of Directors ("**Board**") of the Company at its meeting held on April 24, 2024, have approved your appointment as Whole-time Director & Chief Executive Officer ("**CEO**") of the Company with effect from April 24, 2024 for a period of 5 years.

The terms and conditions of your appointment as Whole-time Director and CEO are as under ("**Letter**"):

A. Designation and Status:

1. Your designation shall be "Whole-time Director and Chief Executive Officer" of the Company. You will discharge the functions as Whole-time Director and as Chief Executive Officer ("**WTD & 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 Personnels of the Company as defined under the Act.

B. Tenure and Workplace:

2. Your appointment shall be for a period of 5 years with effect from April 24, 2024. Your designated base location of work shall be No.17/1, Kadubeesanahalli Outer Ring Road, Bangalore, Karnataka, India, 560103. You acknowledge that your role may require domestic and international travel as necessary for Company business.

C. Compensation:

3. Your remuneration, as determined 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 a WTD & 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.

Sanjay Agarwal

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.

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 Whole-time Director of the Company shall not contravene provisions of Section 165 of the Act, relating to the maximum number of directorships. 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 business development, marketing and human resource related matters of the Company. 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. You shall provide guidance to the management of the Company regarding the Company's operations of the Company and offer advice and support to the key managerial persons, employees and the Board. You will be responsible for achieving business plan objectives, including sales targets, revenue projections and other similar goals as set forth in the business plan.

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 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.

9. You undertake to obtain prior approval of the Board/Audit Committee (as applicable) for any related party transactions as defined under, and as may be required under the Act. 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 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.

11. You acknowledge that the performance of individual directors of the Company, and the Board and its committees, will be evaluated annually in accordance with applicable laws.

12. During your employment 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;

Sanjay Agarwal

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; and

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.

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, willful misconduct, abuse of authority, fraud, dishonesty, material breach of the 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.

Whizdm Finance Private Limited | CIN NO: U65929KA2017PTC101703
17/1, 3rd Floor, The Address Building, Outer Ring Road, Marathahalli, Kadubeesanahalli, Bangalore – 560103
https://whizdmfinance.com | Email: finops@whizdmfinance.com | Ph: 080-45692004

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Whizdm finance

H. Governing Provisions:

17. Other terms and conditions of your employment shall be governed by the rules and policies of the Company as set out in Schedule-B. You will be subject to all disciplinary and other rules and policies of the Company that are in effect from time to time.

Accepted:

	For Whizdm Finance Private Limited Ltd.	By Mr. Sanjay Aggarwal
Signature:		
Full Name:	**Puneet Agarwal**	**Sanjay Aggarwal**
Designation:	**Director**	**WTD & CEO**
Date:	**April 24, 2024**	**April 24, 2024**

Whizdm Finance Private Limited Bangalore

Whizdm Finance Private Limited | **CIN NO:** U65929KA2017PTC101703
17/1, 3rd Floor, The Address Building, Outer Ring Road, Marathahalli, Kadubeesanahalli, Bangalore – 560103
https://whizdmfinance.com | Email: finops@whizdmfinance.com | Ph: 080-45692004

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Schedule A
[*Details of Remuneration*]

1. Your remuneration for your appointment as WTD & CEO shall be NIL, unless otherwise approved by the Board in the future.

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. 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.

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

7. You will be entitled to perquisite as per the rules of the Company and any additional perquisites as may be decided by the Board (including any committee constituted by it) from time to time.

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Sanjay Aggarwal

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, and its holding company (Whizdm Innovations Private Limited), to the extent adopted by the Company ("**Policies**"), including 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, agrees 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 or Holding 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.

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Sanjay Anand

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

Sanjay Apud

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 3, 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 3 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

Sanjay Apal

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 or the Holding Company; or (ii) any person with whom you have contacted or dealt with on behalf of the Company or the Holding Company, as long as the Company and/or the Holding Company 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 the Holding Company to cease doing business or reduce the amount of business which such person has customarily done or might propose doing with the Company or the Holding Company; 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 the Holding Company (including any person who was an employee at any time during the preceding one year).

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5.2. Exceptions: The above restrictions shall not prevent you from making general public advertisements or solicitations of employment not specifically directed at Company or the Holding Company 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 6.

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 8.2, 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 the 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 and Holding Company's security systems and other security policies, as applicable, which may be updated from time to time

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to take into account current legislation and business requirements. Additional information on these policies will be provided to the you.

8.4. Retirement: Your retirement from the services of the Company will be affected on their attaining of superannuation (presently fifty-eight years), unless mutually agreed between you and the Company in writing to continue the your employment beyond the retirement age.

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. Provided that as regards routine matters like the your responsibilities and reporting structure, the Company may amend these terms by routine email.

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, the 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 the 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.

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Sanjay Apud

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 this with Schedule are severable. In the event any portion of the Letter read this with Schedule is held to be unlawful or unenforceable, the same will not affect any other portion of the Letter read this with Schedule, 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.

[Remainder of this page is left blank intentionally]

Sanjay Tapadi

Whizdm finance

ADDENDUM TO APPOINTMENT LETTER

Date: April 18, 2025

To,

Mr. Sanjay Aggarwal

Address: Villa 334, Adarsh Palm Retreat Lane 5,

Phase 2, Devarabeesanahalli,

Bellandur, Bengaluru-560103, Karnataka

Sub: Addendum to Letter of Appointment

Ref: (i) Whizdm Finance Private Limited ("the Company")

(ii) Your appointment letter dated April 24, 2024 ("Appointment Letter")

Capitalized terms not defined herein shall have the same meaning as the Appointment Letter.

Dear Mr. Sanjay Aggarwal,

Further to the above-referenced letter, we wish to inform you that as per Section 196 and other applicable provisions of the Companies Act, 2013 ('the **Act**') and as per the recommendations of the Nomination & Remuneration Committee, the Board of the Company at its meeting held on April 18, 2025 has approved the remuneration payable to you for your services as the WTD &CEO of the Company w.e.f. April 1, 2025.

The additional terms and conditions regarding your remuneration for the appointment as WTD & CEO are as under:

A. Paragraph 1 of Schedule A (*Details of Remuneration*) of the Appointment Letter shall stand replaced as follows w.e.f from April 1, 2025:

1. Your remuneration, for your appointment as WTD & CEO shall be as follows w.e.f. April 1, 2025:

   (i) Salary upto Rs. 3,00,00,000/- p.a. with the Board (including any committee constituted by it) 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.

   (ii) The detailed break-up of existing compensation is as per **Schedule.**

Sanjay Agarwal

B. Deferred Payments, Malus and Clawback Provisions:

2. Deferred Payments: The Company may defer payment of any portion of Covered Compensation (including both cash and non-cash components of bonuses and incentives) to align with associated business risk time horizons ("**Deferred Pay**"). Deferred Pay and the deferral period shall be subject to your risk profile, continued employment, and performance conditions as specified by the Company.

3. Malus Provisions:

   (i) The Company may, based on the severity and impact of a Risk Event or a Trigger Event, forfeit or reduce unvested Deferred Pay.

   (ii) Where the Company has decided to take any actions under paragraph 6(i) above, the Company shall not be obliged to pay such amounts to you in any form.

4. Clawback Provisions:

   (i) In addition to the provisions of paragraph 6 above, the Company may recover from you: (a) any Deferred Pay that was paid during the Covered Period if a Risk Event is established, and such compensation would not have been paid or would have been paid in a lesser amount had the true facts been known at the time of payment; and (b) any Covered Compensation that was paid during the Covered Period if a Trigger Event is established and such compensation would not have been paid or would have been paid in a lesser amount had the true facts been known at the time of payment.

   The portion of Deferred Pay or Covered Compensation subject to clawback under this paragraph 7(i) shall be referred to as "**Clawback Amounts.**"

   (ii) The Company may recover Clawback Amounts through: (a) direct repayment by you; (b) set-off against any amounts owed by the Company to you; (c) forfeiture of unvested compensation; and (d) any combination of the above methods.

   (iii) You shall also bear the Company's reasonable costs of recovery, including legal fees.

   (iv) The total Clawback Amount shall not exceed 100% of the Covered Compensation paid during the Covered Period.

5. Mechanism for applying Malus or Clawback Provisions:

   (i) Before applying Malus or Clawback, the Company will: (a) conduct a reasonable investigation of the Alleged Events; (b) provide you an opportunity to respond to the allegations; and (c) make a determination based on available evidence.

(ii) The Company will provide written notice to you of its decision to apply Malus or Clawback, including: (a) the nature of the Alleged Events; (b) the Covered Compensation subject to Malus or Clawback; (c) the calculation methodology; and (d) the recovery timeline.

(iii) You acknowledge and agree that: (a) the Malus and Clawback Provisions are reasonable and necessary for the protection of the Company's interests; (b) these provisions shall survive termination of employment for any reason; (c) the Company's rights under this Addendum are in addition to, and not in lieu of, any other rights or remedies available to the Company; and (d) you will cooperate fully with any investigation related to the Alleged Events.

6. Miscellaneous

(i) Integration: This Addendum forms an integral part of the Appointment Letter and shall be read and interpreted in conjunction therewith.

(ii) Conflict: In case of any conflict between this Addendum and the Appointment Letter, the provisions of this Addendum shall prevail in relation to matters set out here.

(iii) The Parties agree and confirm that the terms specifically provided in Confidentiality Obligations, Governing Law and Dispute Resolution, and Miscellaneous, of the Appointment Letter shall mutatis mutandis apply to this Addendum.

C. Definitions:

For the purposes of this Addendum:

7. "Alleged Events" means a Risk Event and/or a Trigger Event which has not been proven.

8. "Covered Compensation" means performance linked bonus, deferred compensation, and any other performance-based remuneration paid or granted to you during the Covered Period. Fixed compensation components, such as basic salary, perquisites, and retirement benefits, and any sign-on or hiring bonus are not included in the definition of Covered Compensation.

9. "Covered Period" means the period of 24 (twenty-four) months immediately preceding the date of discovery of any Risk Event or Trigger Event.

10. "Misconduct" includes but is not limited to: (i) felony, fraud, misappropriation, embezzlement, or theft; (ii) breach of fiduciary duty or breach of trust; (iii) commission of an offence involving moral turpitude or breach of integrity; (iv) gross or wilful insubordination; and (v) any other act detrimental to the interest of the Company.

11. "Risk Event" means: (i) an event of subdued or negative financial performance of the Company and/or the respective line of business; or (ii) Misconduct.

12. "Trigger Event" means: (i) An event which results in significant loss to the Company or its shareholders, due to one or more of the following reasons, as may be determined by the Nomination and Remuneration Committee: (a) material breach of the Companies Act, 2013 or material non-compliance with regulatory requirements or material breach of the Company's code of conduct

which may have occurred due to commission/omission/misconduct/negligence; (b) fraud, breach of trust, dishonesty, or wrongful disclosure of any confidential information; (c) wilful misinterpretation/misreporting of financial performance of the Company; (d) Misconduct; (e) non-disclosure of material conflict of interest or any abuse/misuse of official powers; (f) an act of wilful, reckless, grossly negligent conduct which is detrimental to the interest or reputation of the Company; (g) significant deterioration of financial or risk performance from one financial year to subsequent financial year(s); or (ii) Situations where the financial statements are required to be re-stated due to fraud or commission/omission/misconduct/negligence, as may be determined by the Nomination and Remuneration Committee; or (iii) Any other event as may be decided by a policy formulated by the Board of Directors of the Company. Provided that, while making the above determination under (i) or (iv), the Nomination and Remuneration Committee shall take into consideration the direct attributability of the actions, change in regulations, force majeure, market conditions, industry performance, economic, social and other conditions outside the control of the Company.

All other terms and conditions of your appointment shall remain unchanged.

We request you to confirm your acceptance of the above terms by signing and returning a copy of this letter.

	For Whizdm Finance Private Limited	**By Mr. Sanjay Aggarwal**
Signature:	Puneet Agarwal	Sanjay Agarwal
Full Name:	**Puneet Agarwal**	**Sanjay Aggarwal**
Designation:	**Director**	**WTD & CEO**
Date:	**April 18, 2025**	**April 18, 2025**

Whizdm Finance Private Limited
Bangalore

Schedule

[Details of Remuneration]

Particulars	Compensation per annum (in Rs.)
Fixed Cash Component	2,50,00,000
Performance linked Bonus	50,00,000
Total CTC	3,00,00,000

Note:

- Statutory bonus (if applicable) will be paid in accordance with Payment of Bonus Act, 1965, as may be amended from time to time.
- Component B "Flexible Benefits" is optional, which gives exemption on Income Tax.

For Whizdm Finance Private Limited **Accepted**

Name:

Designation:

Date: April 18, 2025

Sanjay Aggarwal

WTD & CEO

Whizdm Finance Private Limited Bangalore