सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28086888223231Y**
Certificate Issued Date	:	17-Jul-2026 05:53 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840003800233331Y
Purchased by	:	Moneyview Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Moneyview Limited
Second Party	:	MUFG Intime India Private Limited
Stamp Duty Paid By	:	Moneyview Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 16, 2026, EXECUTED BY AND AMONGST THE COMPANY, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28085952395804Y**
Certificate Issued Date	:	17-Jul-2026 05:52 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840013474213041Y
Purchased by	:	Moneyview Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Moneyview Limited
Second Party	:	MUFG Intime India Private Limited
Stamp Duty Paid By	:	Moneyview Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 16, 2026, EXECUTED BY AND AMONGST THE COMPANY, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28085033702008Y**
Certificate Issued Date	:	17-Jul-2026 05:52 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840018204536814Y
Purchased by	:	Moneyview Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Moneyview Limited
Second Party	:	MUFG Intime India Private Limited
Stamp Duty Paid By	:	Moneyview Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 16, 2026, EXECUTED BY AND AMONGST THE COMPANY, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

SHARE ESCROW AGREEMENT DATED SEPTEMBER 16, 2026

BY AND AMONG

MONEYVIEW LIMITED

AND

THE SELLING SHAREHOLDERS (AS SET OUT IN SCHEDULE A)

AND

MUFG INTIME INDIA PRIVATE LIMITED
(Formerly Link Intime India Private Limited)

TABLE OF CONTENTS

SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this "**AGREEMENT**") is entered into on September 16, 2026 ("**Agreement Date**"), at Bengaluru, India by and among;

MONEYVIEW LIMITED (*formerly known as Moneyview Private Limited and Whizdm Innovations Private Limited),* a company incorporated under the laws of India and having its registered office at 17/1, 1st and 2nd Floor, The Address Building, Outer Ring Road, Marathahalli, Kadubeesanahalli, Bangalore 560 103, Karnataka, India (hereinafter referred to as the **"Company"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

AND

THE ENTITIES AND PERSONS, mentioned in **Schedule A** of this Agreement (hereinafter collectively referred to as the **"Selling Shareholders"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors in interest and permitted assigns), of the **SECOND PART**;

AND

MUFG INTIME INDIA PRIVATE LIMITED (*Formerly Link Intime India Private Limited*), a private limited company incorporated under the Companies Act, 1956 and having its registered office at C-101, Embassy 247, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as "**Share Escrow Agent**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

In this Agreement, Promoter Selling Shareholders (*as defined hereinafter*), Promoter Group Selling Shareholder (*as defined hereinafter*) and Investor Selling Shareholders (*as defined hereinafter*) are collectively referred to as the "**Selling Shareholder(s)**" and individually as "**Selling Shareholder**". The Company, the Selling Shareholders and the Share Escrow Agent are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Company and each of the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹1 each of the Company ("**Equity Shares**"), comprising of a fresh issue of Equity Shares aggregating to ₹7,500.00 million by the Company ("**Fresh Issue**") and an offer for sale of up to 100,494,200 Equity Shares by the Selling Shareholders, as mentioned in **Schedule A** (collectively, the "**Offer for Sale**"). The Fresh Issue and Offer for Sale are collectively referred to as the "**Offer**" and the Equity Shares offered for sale by the Selling Shareholders in the Offer for Sale collectively are referred to as Offered Shares ("**Offered Shares**"). The Offer shall be undertaken in accordance with the requirements of the Companies Act, 2013 (*as defined hereinafter*), at the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Law *(as defined hereinafter),* at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations ("**Book Building**") by the Company, in consultation with the BRLMs (*as defined hereinafter*) (the "**Offer Price**"). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (B) outside the United States in "offshore transactions" in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**"); and (C) in the United States to investors who are both "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and "qualified purchasers" as defined under the U.S. Investment Company Act of 1940, as amended ("**U.S. Investment Company Act**") in reliance upon Section 3(c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (*defined below*) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

B. The board of directors of the Company ("**Board**" or "**Board of Directors**") have pursuant to a resolution dated February 22, 2026, approved and authorized the Offer. Further, the Fresh Issue has been approved by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, at an extra-ordinary general meeting of the shareholders of the Company held on February 23, 2026.

C. Each of the Selling Shareholders has, severally and not jointly, authorized and consented to its participation in the Offer for Sale to the extent of its respective portion of the Offered Shares, pursuant to their respective board/committee resolutions/authorizations, as applicable and consent letters mentioned in **Schedule A**. The Board has taken on record the consent (several and not joint) of each Selling Shareholder pursuant to its resolution dated March 3, 2026, and the resolution passed by the IPO Committee dated September 12, 2026.

D. The Company and the Selling Shareholders have appointed Axis Capital Limited, BofA Securities India Limited, IIFL Capital Services Limited (formerly known as IIFL Securities Limited) and Kotak Mahindra Capital Company Limited as the book running lead managers to manage the Offer (collectively, the "**BRLMs**" **or** "**Book Running Lead Managers**") and the BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer as set out in the fee letter dated March 3, 2026 entered into between the BRLMs, the Company and the Selling Shareholders ("**Fee Letter**"), *inter-alia*, subject to the terms and conditions set forth therein. Further the Company, the Selling Shareholder and the BRLMs have entered into an offer agreement dated March 3, 2026 (the "**Offer Agreement**").

E. The Company has filed a draft red herring prospectus dated March 3, 2026 ("**Draft Red Herring Prospectus**" or "**DRHP**") with the Securities and Exchange Board of India ("**SEBI**"), National Stock Exchange of India Limited and BSE Limited, in connection with the Offer. The Company has received in-principle approval for listing of the Equity Shares pursuant to letters each dated June 10, 2026 from National Stock Exchange of India Limited and BSE Limited (collectively, the "**Stock Exchanges**"). The Company has also received letter dated June 29, 2026 bearing reference number HO/49/11/11(170)2026-CFD-RAC-DIL4 (the "**SEBI Final Observations**") containing comments and observations from SEBI, amongst other letters containing observations received from SEBI. After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the red herring prospectus ("**Red Herring Prospectus**" or "**RHP**") and thereafter the prospectus ("**Prospectus**"), with the Registrar of Companies Karnataka at Bengaluru (the "**RoC**"), and thereafter file a copy of such RHP and Prospectus with SEBI and the Stock Exchanges in relation to the Offer, in accordance with the Companies Act and SEBI ICDR Regulations.

F. Pursuant to the registrar agreement dated March 3, 2026 (the "**Registrar Agreement**"), the Company and the Selling Shareholders have appointed MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) as the registrar to the Offer (the "**Registrar**").

G. Subject to the terms of this Agreement, the Selling Shareholders have agreed to deposit their respective Offered Shares as specified in **Schedule A**, into the Escrow Demat Account (*as defined below*). Subsequently, the Offered Shares are proposed to be credited to the demat account(s) of the Allottees, subject to successful completion of the Offer in accordance with the terms of the Offer Agreement, (i) in terms of the Basis of Allotment (except with respect to Anchor Investors) in accordance with Applicable Law and, (ii) with respect to allocation to Anchor Investors, if any, shall be made on a discretionary basis, as determined by the Company, in consultation with the Book Running Lead Managers in accordance with Applicable Law (the Offered Shares which are credited to the demat account(s) of the Allottees are hereinafter referred to as the "**Final Sold Shares**").

H. Subject to the terms of this Agreement, the Selling Shareholders, severally and not jointly, have further agreed to authorise the Registrar to act as the Share Escrow Agent and deposit the Offered Shares into an Escrow Demat Account, which will be opened by the Share Escrow Agent with the Depository Participant.

I. Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account (*as defined below*) and Transfer (*as defined below*) the Final Sold Shares pursuant to the Offer to the Allottees and to Transfer any remaining unsold Offered Shares back to the respective Selling Shareholders' Demat Account (*as defined below*) as set forth in **Schedule G**.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, each of the Parties hereby agrees as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

All Capitalized terms used in this Agreement, including the recitals, shall unless defined herein shall have the meaning assigned to them in the **Offer Documents** (*as defined below*), as the context requires. In the event of any inconsistencies or discrepancies between the definitions contained in this Agreement and in the Offer Documents, the definitions in the Offer Documents shall prevail to the extent of such inconsistency or discrepancy. In addition to the terms defined in the introduction to this Agreement, whenever used in this Agreement, the following words and terms shall have the meanings set forth below:

"**Affiliates**" with respect to any Party shall mean (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (c) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where (i) "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies, and (ii) shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition and this Agreement, the terms **"holding company"**, **"subsidiary"** and **"joint venture"** have the respective meanings set forth in Sections 2(46), 2(87), 2(6) of the Companies Act, 2013, respectively. For the avoidance of doubt, (i) it is clarified that any reference in this Agreement to Affiliates includes any person that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable, (ii) the Promoters and members of the Promoter Group are deemed to be Affiliates of the Company. The terms "Promoter" and "Promoter Group" have the respective meanings set forth in the Offer Documents.

For the avoidance of doubt, the Investor Selling Shareholders, jointly or severally, will not be regarded as an Affiliate of the Company and vice versa. The Parties further agree that none of the Investor Selling Shareholders or their respective Affiliates shall be considered as Affiliates of the other Investor Selling Shareholders and their respective Affiliates. Notwithstanding anything to the contrary in this Agreement, the Parties agree that, for the purposes of this Agreement, the Affiliates of each of Investor Selling Shareholder shall only mean and refer to any entity or vehicle managed or Controlled by or Controlling such Investor Selling Shareholder. Any investee companies in respect of the Investor Selling Shareholder or its Affiliates, including their respective portfolio investee companies (including the Company), the limited partners, investment managers and non-controlling shareholders and/or its Affiliates (and each of their portfolio companies) shall not be considered "Affiliates" of such Investor Selling Shareholder;

"**Agreement**" has the meaning attributed to such terms in the preamble;

"**Agreement Date**" shall have the meaning assigned to the said term in the preamble of this Agreement;

"**Allottee(s)**" shall mean a successful Bidder to whom the Equity Shares are Allotted;

"**Allotment/Allot/Allotted**" shall mean unless the context otherwise requires, the allotment or transfer, as the case may be, of the Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by each of the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders;

"**Anchor Investor(s)**" shall mean a Qualified Institutional Buyer applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the RHP and who has Bid for an amount of at least ₹ 100.00 million;

"**Anchor Investor Offer Price**" means final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the RHP and the Prospectus, which will be a price equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company, in consultation with the BRLMs;

"**Anchor Investor Portion**" shall mean up to 60% of the QIB Portion which may be allocated by the Company in consultation with the BRLMs, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors, which price shall be determined by the Company in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. 40% of the Anchor Investor Portion shall be reserved as follows: (i) 33.33% for domestic Mutual Funds, and (ii) 6.67% for Life Insurance Companies and Pension Funds, subject to valid bids at or above the Anchor Investor Offer Price. Any under-subscription in (ii) may be allocated to domestic Mutual Funds;

"**Applicable Law**" means any applicable law, by-law, statute, rules, regulation, guideline, circular, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), uniform listing agreements with the Stock Exchanges, order, direction or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force and effect during the subsistence of this Agreement issued by any Governmental Authority, in any applicable jurisdiction, within or outside India, which, as the context may require, is applicable to the Offer or to the Parties, including any applicable law in any relevant jurisdiction, at common law or otherwise, including the Securities and Exchange Board of India Act, 1992, as amended, the Securities Contracts (Regulation) Act, 1956, as amended the Securities Contracts (Regulation) Rules, 1957, as amended, the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the Foreign Exchange Management Act, 1999, each as amended, and the rules and regulations thereunder;

"**Basis of Allotment**" shall mean the basis on which the Equity Shares will be Allotted to the successful Bidders under the Offer, as described in the Offer Documents;

"**Bid cum Application Form**" means the form in terms of which the Bidder shall make a Bid, including an ASBA Form and an Anchor Investor Application Form, and which shall be considered as the application for the Allotment pursuant to the terms of the Red Herring Prospectus and the Prospectus;

"**Bid/ Offer Closing Date**" has the meaning ascribed to such term in the Offer Documents;

"**Bid/ Offer Opening Date**" has the meaning ascribed to such term in the Offer Documents;

"**Bid/Offer Period**" shall mean, except in relation to Anchor Investors, the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date, inclusive of both days, during which prospective Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Red Herring Prospectus. The Company in consultation with the BRLMs, may consider closing the Bid/Offer Period for the QIB Portion one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations;

"**Bidder**" shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, and includes an Anchor Investor;

"**Board of Directors**" or **"Board"** shall have the meaning attributed such terms in the recitals of this Agreement;

"**Book Building**" shall mean the book building process as described in Part A, Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

"**Book Running Lead Manager(s)**"/ "**BRLM(s)**" shall have the meaning attributed to such terms in the recitals of this Agreement;

"**Cash Escrow and Sponsor Bank Agreement**" shall mean the agreement to be entered into amongst the Company, the Selling Shareholders, the BRLMs, the Syndicate Members, the Bankers to the Offer and Registrar to the Offer for, *inter alia*, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof in accordance with the UPI circulars;

"**Company Entities**" means the Company and its Subsidiaries;

"**Confidential Information**" shall have the meaning assigned to the said term in Clause 10.11.1 of this Agreement;

"**CDSL**" means Central Depository Services (India) Limited;

"**Closing Date**" means the date of Allotment of the Equity Shares pursuant to the Offer;

"**Company**" shall have the meaning assigned to the said term in the recital of this Agreement;

"**Companies Act**" or **"Companies Act, 2013"** shall mean the Companies Act, 2013 and the rules issued thereunder.

"**Control**" has the meaning set out under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly;

"**Corporate Action Requisition**" shall mean the instructions duly signed by the Company, in the format as provided by the Share Escrow Agent (procured from the Depository), from time to time, along with supporting documentation, as applicable at time of respective transfers, authorizing the Depository(ies) to debit the Final Sold Shares from the Escrow Demat Account and credit the Final Sold Shares to the demat account(s) of the Allottees in relation to the Offer;

"**Depository/ (ies)**" shall mean NSDL and CDSL;

"**Deposit Date**" shall mean the date on which each of the Selling Shareholders are required to deposit their respective portion of the Offered Shares in the Escrow Demat Account, which shall be no later than two Working Days prior to the filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed amongst the Company, Selling Shareholders and the BRLMs;

"**Depository Participant**" shall mean the depository participant within the meaning of the Depositories Act, 1996, as amended, who have agreements with the Depositories under Section 4(1) of the Depositories Act, 1996, and with whom the Registrar shall enter into agreements under Section 5 of the Depositories Act, 1996 for and on behalf of the Selling Shareholders;

"**Designated Stock Exchange**" shall mean the designated stock exchange as disclosed in the Offer Documents;

"**Dispute**" shall have the meaning ascribed to such term in Clause 10.5.1 of this Agreement;

"**DRHP**" or "**Draft Red Herring Prospectus**" shall have the meaning assigned to the said term in the recital of this Agreement;

"**Escrow Demat Account**" means the common dematerialized account opened by the Share Escrow Agent (acting on the instructions of the Company) with the Depository Participant to keep the Offered Shares in escrow in terms of this Agreement;

"**Event of Failure of the Offer**" shall mean the occurrence of any of the events of failure set out in the Cash Escrow and Sponsor Bank Agreement;

"**Equity Shares**" has the meaning attributed to such term in the recitals of this Agreement;

"**Final Sold Shares**" shall have the meaning assigned to the said term in Recital G of this Agreement;

"**Governmental Authority**" shall include SEBI, the Stock Exchanges, any registrar of companies, the RBI, and any other applicable national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

"**Indemnified Party**" shall have the meaning assigned to the said term in Clause 7.1 of this Agreement;

"**Mutual Fund(s)**" means mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 2026, as amended;

"**NSDL**" means National Securities Depository Limited;

"**Offer**" shall have the meaning assigned to the term in Recital A of this Agreement;

"**Offer Document**" means collectively and as the context requires, the DRHP, the RHP, the Bid cum Application Form, Abridged Prospectus, the Preliminary Offering Memorandum, the Prospectus, the Final Offering Memorandum and the pricing supplement, including all supplements, corrections, amendments, addenda and corrigenda thereto, as applicable;

"**Offer for sale**" shall have the meaning attributed to such term in the recitals of this Agreement;

"**Offer Price**" shall have the meaning ascribed to it in recitals of this Agreement;

"Offered Shares" shall have the meaning assigned to it in recitals of this Agreement;

"**Party**" or "**Parties**" shall have the meaning assigned to it in the Preamble of this Agreement.

"**Person(s**)" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, governmental authority or trust or any other entity or organisation having legal capacity;

"**QIB Portion**" shall mean the portion of the Offer (including the Anchor Investor Portion) being not more than 50% of the Offer consisting of [●] Equity Shares of face value of ₹1 each, available for allocation to QIBs (including Anchor Investors) on a proportionate basis (in which allocation to Anchor Investors shall be on a discretionary basis, as determined by our Company in consultation with the BRLMs up to a limit of 60% of the QIB Portion), subject to valid Bids being received at or above the Offer Price or Anchor Investor Offer Price (for Anchor Investors);

"**QIB**" or "**Qualified Institutions Buyer**" shall mean the qualified institutions buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations. For the avoidance of doubt, this definition is unrelated to the definition of "qualified institutional buyer" under Rule 144A.

"**SEBI ICDR Regulations**" shall have the meaning in the recitals of this agreement;

"**Selling Shareholders' Demat Account**" shall mean the demat account of the Selling Shareholders, as set out in **Schedule G,** from which such shares will be credited to the Escrow Demat Account, in accordance with this Agreement;

"**Share Escrow Agent**" shall have the meaning assigned to the said term in of the preamble to this Agreement;

"**Share Escrow Failure Notice**" shall have the meaning assigned to the said term in Clause 5.3 of the Agreement;

"**Selling Shareholders' Share Escrow Failure Notice**" shall have the meaning assigned to the said term in Clause 5.4 of the Agreement;

"**Third Party**" shall mean any Person other than the Parties;

"**Transfer**" shall mean any "transfer" of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholders therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion, bequeath or other disposition of the Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for a value; (iii) the granting of any interest, lien, pledge/mortgage, encumbrance, hypothecation or charge in or extending or attaching to the Offered Shares or any interest therein;

"**Unsold Shares**" shall mean any unsold Offered Shares, if any, remaining to the credit of the Escrow Demat Account after release of the Final Sold Shares to the demat account(s) of the Allottees or on the occurrence of an Event of Failure of the Offer;

"**UPI Circulars**" shall mean the SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI ICDR Master Circular and any subsequent circulars or notifications issued by SEBI in this regard (to the extent that such circulars pertain to the UPI Mechanism), along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference number 25/2022 dated August 3, 2022, and the circular issued by BSE having reference number 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or Stock Exchanges in this regard; and

"**Working Day(s)**" shall mean all days on which commercial banks in Mumbai, India are open for business, provided however, for the purpose of announcement of Price Band and Bid/Offer Period, Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India are open for business and the time period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays in India in accordance with the circulars issued by SEBI from time to time.

1.2 <u>Interpretation</u>

In this Agreement, unless the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and *vice versa*;

1.2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

1.2.3 any reference to the word "include" or "including" shall be construed without limitation;

1.2.4 any reference to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or novated;

1.2.5 any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns or heirs, executors, administrators, as the case may be, under any agreement, instrument, contract or other document;

1.2.6 any reference to a statute or regulation or statutory provision shall be construed as a reference to such statute or regulation or statutory provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.7 any reference to a clause or preamble or recital or paragraph or annexure is, unless indicated to the contrary, a reference to a clause or preamble or recital or paragraph or annexure of this Agreement;

1.2.8 the *ejusdem generis* principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating particular class of acts, matters or things or by examples falling within the general words;

1.2.9 references to "knowledge", "awareness" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such non-natural person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful investigation of the matter which would be expected or required from a person of ordinary prudence;

1.2.10 any reference to a "person" shall include any natural person, partnership firm, corporation, company, trust, joint venture, business trust or other entity having legal capacity;

1.2.11 any reference to days is, unless clarified to refer to Working Days or business days, a reference to calendar days. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

1.2.12 time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and

1.2.13 all representations, warranties, undertakings and covenants provided by the Parties under this Agreement, are provided on a several and not on a joint basis, including amongst the Selling Shareholders, unless otherwise stated.

The Parties acknowledge and agree that the Schedules and Annexure attached hereto form an integral part of this Agreement.

2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT

2.1 The Company and the Selling Shareholders, severally and not jointly, in consultation with Book Running Lead Managers, hereby appoint MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) to act as the escrow agent (the "**Share Escrow Agent**") under this Agreement, to open and operate the Escrow Demat Account, and the Share Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The Share Escrow Agent shall open the Escrow Demat Account within one

(1) Working Day from the date of this Agreement and confirm the details of the opening of such Escrow Demat Account to other Parties in accordance with Clause 2.2 of this Agreement. List of documents required, if there is any, from each of the Selling Shareholders, for this to be provided upfront by the Share Escrow Agent and no later than immediately upon execution of this Agreement. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement and in accordance with Applicable Law. Provided that the Share Escrow Agent shall ensure that the Escrow Demat Account is opened in such time as indicated in this Clause 2.1 for each of the Selling Shareholders to comply with Clause 3.1 below.

2.2 Immediately, on the same day, on opening of the Escrow Demat Account as required under Clause 2.1, the Share Escrow Agent shall send a written intimation to the Company, each of the Selling Shareholders, and the Book Running Lead Managers confirming the opening of the Escrow Demat Account in the form set forth in **Schedule A1**. Such written intimation shall be sent in accordance with Clause 10.1, such that it is received on the day the Escrow Demat Account is opened.

2.3 All costs, fees, and expenses with respect to opening, maintaining and operating (including payments made to the Share Escrow Agent towards service fee) the Escrow Account in accordance with the terms of this Agreement shall be shared amongst the Company and the Selling Shareholders, in accordance with the clause 21 of the Offer Agreement. Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Company and the Selling Shareholders shall severally and not jointly, make payments to the Share Escrow Agent (in accordance with clause 21 of the Offer Agreement) towards service fee charged along with applicable GST only against GST compliant invoices, electronic or otherwise, as applicable, which are issued by the Share Escrow Agent within such time and manner as prescribed under the Applicable Laws and in accordance with clause 21 of the Offer Agreement. The Share Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns/statements, within such time and manner as prescribed under the GST under the Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholders, severally and not jointly, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent.

2.4 It is hereby clarified that the Registrar to the Offer or Share Escrow Agent shall not have any recourse to any of the Selling Shareholders or the Offered Shares placed in the Escrow Demat Account, for any amounts due and payable in respect of their services under this Agreement or the Offer.

2.5 The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. Each of the Selling Shareholders agree, severally and not jointly, and to the extent of their respective Offered Shares, to extend such reasonable support, as may be reasonably requested by the Company or the Share Escrow Agent to ensure opening and operating of the Escrow Demat Account in accordance with this Agreement and Applicable Law.

2.6 It is clarified, for the avoidance of doubt, that any non-payment of applicable expenses by one of the Selling Shareholder shall not affect the services to be provided by the Share Escrow Agent to the other Selling Shareholder. Neither of the Selling Shareholders shall be responsible for the obligations, actions or omissions of either the other Selling Shareholders or the Company under this Agreement. The rights and obligations of each of the Parties under this Agreement are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

3.1 The Selling Shareholders, severally and not jointly, agree and confirm that the Offered Shares shall be debited from their Demat Account and credited to Escrow Demat Account upon (i) receipt of confirmation of opening of the Escrow Demat Account in accordance with Clause 2.2 and (ii) receipt of intimation from the Company at least 2 Working Days prior to the Deposit Date on the proposed indicative date of filing of the RHP, on or prior to the Deposit Date. Further, each of the Selling Shareholders, severally and not jointly, will take such steps as required by the Share Escrow Agent and intimated in accordance with Clause 2, such that its respective portion of the Offered Shares are debited from their respective Selling Shareholders' Demat Account and credit such Offered Shares to the Escrow Demat Account on or prior to the Deposit Date for the purpose of being offered pursuant to the Offer for Sale, provided however that the Parties agree and acknowledge that the Red Herring Prospectus shall not be filed with the RoC unless the Offered Shares are debited from the Selling Shareholders' Demat Accounts and successfully credited into the Escrow Demat Account. In relation to the transfer of the respective Offered Shares by each Selling Shareholder to the Escrow Account, a confirmation shall be provided by the Company on the number of Offered Shares to be transferred to the Escrow Account to effect the transfer of the Offered Shares by such Selling Shareholders to the Escrow Demat Account as set out in **Schedule A2**. The Share Escrow Agent shall provide written confirmation on the credit of all of the Offered Shares from the Selling Shareholders' Demat Account to the Escrow Demat Account in the form set forth in **Schedule B** immediately upon credit of the Offered Shares to the Escrow Demat Account and shall keep the Company and Book Running Lead Managers copied on the same.

3.2 It is hereby clarified that the above-mentioned debit of the Offered Shares from the Selling Shareholders' Demat Account and the credit of the Offered Shares into the Escrow Demat Account shall not be construed as or deemed to be construed as a Transfer (including transfer of title or any legal or beneficial ownership or interest of the Final Sold Shares) by the Selling Shareholders in favour of the Share Escrow Agent and/or any other Person and the Selling Shareholders shall continue to enjoy all the rights associated with their respective portions of the Offered Shares and the Final Sold Shares. The Share Escrow Agent hereby agrees and undertakes to hold the Offered Shares credited to the Escrow Demat Account in escrow for and on behalf of and in trust for the Selling Shareholders in accordance with the terms of this Agreement and shall, on behalf of the Selling Shareholders instruct the Depositories not to recognise any Transfer which is not in accordance with the terms of this Agreement and Applicable Law.

3.3 Subject to, and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account the Offered Shares and shall release the Final Sold Shares to the Allottees, in the manner provided in this Agreement. Notwithstanding any provisions of this Agreement or any new share escrow agreement executed pursuant to this Agreement, the Parties agree and acknowledge that in the event the Red Herring Prospectus is not filed with the RoC within ten (10) Working Days of credit of the final Offered Shares to the Escrow Demat Account or such earlier date as mutually agreed between the Parties pursuant to this Clause 3, (i) the Company shall immediately after the expiry of the period mentioned above, issue written instructions in a form as set out in **Schedule H** ("**Share Debit Instruction**") to the Share Escrow Agent or any new share escrow agent appointed, and (ii) the Share Escrow Agent or any new share escrow agent appointed shall, upon receipt of the Share Debit Instruction, debit the respective Offered Shares from the Escrow Demat Account or any new escrow demat account opened pursuant to this Agreement, and credit them back to the respective Selling Shareholders' Demat Accounts, from which such shares were originally credited to the Escrow Demat Account by the Selling Shareholders pursuant to this Clause 3, as the case may be, immediately and in any case, within (1) Working Day upon receipt of such instruction. Provided that in the event the Red Herring Prospectus is not filed with the RoC within ten (10) Working Days of credit of the final Offered Shares to the Escrow Demat Account or such earlier date as mutually agreed between the Parties, and the Company has failed to issue the Share Debit Instruction within such time stipulated above, the Selling Shareholders severally and not jointly, shall have a right to issue a notice substantially in the form of the Share Debit Instruction to the Share Escrow Agent ("**Selling Shareholders Share Debit Notice**") as set out in **Schedule H1**, with a copy to the Book Running Lead Managers and the Company, and the Share Escrow Agent agrees to act on such instructions received as part of the Selling Shareholders Share Debit Notice from the Selling Shareholders. Once the respective Offered Shares are credited back to the Selling Shareholders' Demat Accounts, if the Company and the Selling Shareholders desire to file the Red Herring Prospectus with the RoC, the Selling Shareholders shall debit their final Offered Shares from their Selling Shareholders' Demat Accounts and credit such final Offered Shares to the Escrow Demat Account again on or prior to the revised Deposit Date in accordance with this Agreement, or as mutually agreed between the Company and the Selling Shareholders in consultation with the Book Running Lead Managers, and the Parties shall follow the procedure as set out in Clause 3.1 and this Clause 3.3 for such deposit of Offered Shares.

3.4 The Selling Shareholders, severally and not jointly, agree and undertake to retain their respective Final Sold Shares in the Escrow Account until the completion of events described in Clause 5 below.

3.5 Subject to and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall release the Final Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.2, the Share Escrow Agent shall release and credit back to Selling Shareholders' Demat Accounts within one (1) Working Day, the Unsold Shares remaining to the credit of the Escrow Demat Account:(a) upon completion of the Offer, in the manner provided in Clause 5.2 of this Agreement, after release of their respective proportion of the Final Sold Shares to the demat accounts of the Allottees, (b) upon occurrence of an Event of Failure of the Offer, in the manner provided in Clause 5.3 of this Agreement,; or (c) upon occurrence of any other event as may be contemplated under this Agreement, which requires such release and credit of the Unsold Shares.

4. OWNERSHIP OF THE OFFERED SHARES

4.1 The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Share Escrow Agreement, any dividend declared or paid on the Offered Shares shall be to the credit of the respective Selling Shareholders. Further, if such dividend is paid, it shall be released by the Company into their respective bank account as may be notified in writing by each of the Selling Shareholders. In addition, until the Final Sold Shares are credited to the demat accounts of the Allottees on the Closing Date, the Selling Shareholders shall severally and not jointly, continue to be the beneficial and legal owner of their respective portions of the Offered Shares and shall, severally and not jointly, exercise all their respective rights in relation to the Offered Shares, including, without limitation, the voting rights, dividends and other corporate benefits, if any, attached to their respective portions of the Offered Shares. During the period that the Offered Shares are held in the Escrow Demat Account, the Selling Shareholders shall severally and not jointly, be entitled to give any instructions in respect of any corporate actions (including voting at any shareholders' meeting) in relation to their respective portions of the Offered Shares; provided, however, that no corporate action other than in accordance with this Agreement, including any corporate action initiated or provided by the Company, shall be given effect to if it results in the Transfer of such Offered Shares to any Person, or has the effect of creating any encumbrance in favour of any person, except pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and the terms of this Agreement, as legal and beneficial holders of their respective portions of the Offered Shares, to be carried out relating to their respective Offered Shares. Further, the Share Escrow Agent agrees and confirms that it shall not at any time claim, have, be entitled to, or exercise any voting rights, beneficial interest or control over the Offered Shares. Notwithstanding the aforesaid, and without any liability on the Selling Shareholders, the Allottees of the Final Sold Shares shall be entitled to dividends and other corporate benefits attached to the Final Sold Shares, if any, declared by the Company after the Closing Date subject to Applicable Law and such Final Sold Shares shall rank *pari passu* with the Equity Shares.

4.2 The Share Escrow Agent hereby agrees and confirms that it shall have no rights and it shall not at any time, claim, have, be entitled to or exercise any voting rights or control in respect of the Offered Shares. The Share Escrow Agent hereby agrees and undertakes that it shall not at any time, claim, have, be entitled to or whether during a claim for breach of this Agreement or not, be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares as applicable.

4.3 The Parties agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholders' Demat Accounts, as applicable pursuant to Clauses 5.2, 5.3, 5.4, 5.5 and 5.6 and Clause 9 of this Agreement, the Selling Shareholders shall continue to have complete legal and beneficial ownership of such Offered Shares credited back to their respective Selling Shareholders' Demat Accounts, without any encumbrances and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been transferred to the Escrow Demat Account by the Selling Shareholders, until the Closing Date when such Offered Shares are credited to the demat accounts of the Allottees as Final Sold Shares in accordance with this agreement.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

5.1 On the Closing Date:

(a) The Company shall provide a certified copy of the resolution of the Board of Directors or the IPO Committee, as the case may be, approving the Allotment, to the Share Escrow Agent (with a copy to each of the Selling Shareholders and the Book Running Lead Managers).The Company shall issue instructions, in writing, to the Depositories and the Share Escrow Agent to debit the Final Sold Shares from the Escrow Demat Account and credit such Final Sold Shares to the demat accounts of the Allottees in relation to the Offer in the format provided in **Schedule C**. The Company shall inform each of the Selling Shareholders, the Share Escrow Agent and the Book Running Lead Managers in writing in the format provided in **Schedule D** of issuance of the Corporate Action Requisition to the Depositories and Share Escrow Agent along with a copy of the Corporate Action Requisition.

(b) The Share Escrow Agent shall, upon receipt of the instructions as stated in Clause 5.1(a) above and after duly verifying the Corporate Action Requisition, provide a written confirmation to each of the Selling Shareholders (with a copy to the Company and the BRLMs), that the Board of Directors or the IPO Committee, as the case may be, and the Designated Stock Exchange has approved the Allotment in the format provided in **Schedule D1**.

5.2 Upon receipt of the instructions, as stated in Clause 5.1(a) from the Company, and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure the debit of the Final Sold Shares from the Escrow Demat Account and credit of the Final Sold Shares to the respective demat accounts of the

Allottees in relation to the Offer, in terms of the Corporate Action Requisition within the time period as specified in the Red Herring Prospectus and the Prospectus and as prescribed under Applicable Law, and shall release and credit back to the Selling Shareholders' Demat Account any Unsold Shares remaining in the Escrow Demat Account within one (1) Working Day of the completion of transfer of Final Sold Shares to the demat accounts of the Allottees. The Share Escrow Agent shall intimate each of the Company, each of the Selling Shareholders and the BRLMs of the completion of the actions started herein, in the format set forth herein as **Schedule C1**. It is clarified that with (i) the debit of the Final Sold Shares from the Escrow Demat Account and credit of the same to the demat accounts of the Allottees and (ii) the listing of the Equity Shares on Stock Exchanges, the monies received for the Final Sold Shares, subject to deductions of offer expenses and other applicable taxes in accordance with the Offer Agreement, will be transferred from the Public Offer Account to the Selling Shareholders as per the terms of the Cash Escrow and Sponsor Bank Agreement to be executed in relation to the Offer. The Parties agree that in the event of under-subscription in the Offer, allocation of Bids towards the Offered Shares shall be in accordance with the Offer Documents.

5.3 In the event of an occurrence of an Event of Failure of the Offer, the Company, in consultation with the Selling Shareholders, shall immediately and not later than one (1) Working Day from the date of occurrence of such event, intimate each of the Share Escrow Agent and the Book Running Lead Managers in writing, in the form set out in **Schedule E** ("**Share Escrow Failure Notice**"). The Share Escrow Failure Notice shall also indicate the credit of the Offered Shares back to the Selling Shareholders' Demat Account and also indicate if the Event of Failure of the Offer has occurred before or after the transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.

5.4 Upon the occurrence of an Event of Failure of the Offer, if the Company fails to issue the Share Escrow Failure Notice pursuant to Clause 5.3 within a period of one (1) Working Days from the date of occurrence of such Event of Failure, the Selling Shareholders may themselves (or through their authorized signatories or a power of attorney holder), severally and not jointly, opt to issue a Share Escrow Failure Notice to the Share Escrow Agent, the Book Running Lead Managers, the Selling Shareholders and the Company in a form as set out in **Schedule E1** ("**Selling Shareholders' Share Escrow Failure Notice**"). The Share Escrow Failure Notice, or the Selling Shareholders' Share Escrow Failure Notice, as the case may be, shall indicate whether the Event of Failure of the Offer has occurred before or after the transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2.

5.5 Upon receipt of a Share Escrow Failure Notice or Selling Shareholders' Share Escrow Failure Notice, as the case may be, prior to the transfer of the Final Sold Shares to the respective demat accounts of the Allottees in terms of Clause 5.2, (i) the Share Escrow Agent shall not transfer any Offered Shares to any Allottee or any Person other than the respective Selling Shareholders, and (ii) within one (1) Working Day of receipt of the Share Escrow Failure Notice or Selling Shareholders' Share Escrow Failure Notice by the Share Escrow Agent pursuant to Clause 5.3, the Share Escrow Agent shall release and credit back the respective portion of the Offered Shares standing to the credit of the Escrow Demat Account immediately to the respective Selling Shareholders' Demat Account, provided however, that in case of any application money lying in the Escrow Account (in terms of the Escrow and Sponsor Bank Agreement) or in case Bid Amounts have been transferred to the Public Offer Account, the Share Escrow Agent shall debit the Escrow Demat Account and credit the respective Selling Shareholders' Demat Account with their respective Offered Shares simultaneously upon receiving confirmation of completion of refund of such moneys by the Company, along with the bank statements showing no balance in the Cash Escrow Account and Public Offer Account subject to Applicable Law.

5.6 Upon receipt of a Share Escrow Failure Notice or Selling Shareholders' Share Escrow Failure Notice, as the case may be, on account of an Event of Failure of the Offer after the transfer of the Final Sold Shares to the respective demat account of the Allottees, but prior to the Company's receipt of the final listing and trading approvals from the Stock Exchanges, the Share Escrow Agent shall, in consultation with the Company, each of the Selling Shareholders, the Book Running Lead Managers and SEBI, the Stock Exchanges and/or the Depositories, as may be required, issue an instruction to the Depositories (with a copy to the Book Running Lead Managers) (the "**Debit Instruction**") to debit the Final Sold Shares that have been allotted to the Allottees and credit such Equity Shares constituting the Final Sold Shares back to the Escrow Demat Account, within one (1) Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, in accordance with the order/direction/guidance of SEBI/Stock Exchanges/Depositories, as applicable, and shall take such other appropriate steps for the credit of the transferred Final Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account immediately. Immediately upon the credit of any Equity Shares into the Escrow Demat Account under Clause 5.6, the Share Escrow Agent shall, without any further instruction required, transfer all such Equity Shares constituting the Final Sold Shares from the Escrow Demat Account to the Selling Shareholders' Demat Accounts within one (1) Working Day from the date of such credit. For purposes of this Clause 5.6, it is clarified that the total number of Final Sold Shares credited to the respective Selling Shareholders' Demat Accounts shall, together with the Unsold Shares released and credited back to the respective Selling Shareholders' Demat Account pursuant to Clause 5.2 above, not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by the respective Selling Shareholders.

5.7 Upon the occurrence of an Event of Failure of the Offer, the Share Escrow Agent will ensure (in whatsoever manner possible) and the Company shall provide all reasonable assistance, as may be required, to ensure that each of the Selling Shareholders receive their respective portions of the Offered Shares including the Final Sold Shares credited back to the Escrow Demat Account, in accordance with this Clause 5, as the case may be.

6. REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT

6.1 The Share Escrow Agent represents, warrants, undertakes and covenants to the Company, each of the Selling Shareholders that each of the following statements is accurate at the date of this Agreement and is deemed to be repeated on each date during the term of this Agreement until the commencement of trading of the Equity Shares on the Stock Exchanges by reference to the facts and circumstances then prevailing:

(a) it has been duly incorporated, in good standing and is validly existing as a company under Applicable Law and that no adverse order, injunction or decree, restraining it from carrying out the activities listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no steps have been taken for its winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;

(b) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;

(c) this Agreement has been duly validly executed by it, and this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;

(d) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorised and does not and will not contravene (i) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority, (ii) its charter documents, or (iii) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;

(e) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance has been or shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein;

(f) no disciplinary or other proceedings have been commenced against it by SEBI which will affect the performance of its obligations under this Agreement, and it has not been debarred or suspended from carrying on such activities by SEBI, and that it shall abide by the stock exchange regulations, applicable regulations issued by SEBI, and the terms and conditions of this Agreement;

(g) upon the occurrence of an Event of Failure of the Offer, the Share Escrow Agent and the Company will ensure (in whatsoever manner possible) that the Selling Shareholders receive their respective portion of the Offered Shares back including the Final Sold Shares credited back to the Escrow Demat Account, in accordance with this Clause 5, as the case may be;

(h) the Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Share Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, liquidation or winding up proceedings;

(i) it shall hold the Offered Shares credited to the Escrow Demat Account, in escrow for and on behalf of, and in trust for, the Selling Shareholders in accordance with the terms of this Agreement; and be kept separate and segregated from its general assets and represent so in its records; and (ii) instruct the Depositories not to, recognise any Transfer which is not in accordance with the terms of this Agreement;

(j) it is solvent, there is no adverse order or injunction or decree, restraining it to carry activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and to the best of its knowledge, no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal for its bankruptcy / insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up. As used herein, the term "solvent" means, with respect to an entity, on a particular date, that on such date (a) the fair market value of the assets is greater than the liabilities of such entity, or (b) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such of such entities on its debt as they become absolute and mature, or (c) the entity is able to realise upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, or (d) the entity does not have unreasonably small capital; and

The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company and each of the Selling Shareholders in writing promptly if it becomes aware of any circumstance, which would render any of the above statements to be untrue or inaccurate or misleading in any respect.

6.2 The Share Escrow Agent acknowledges and undertakes to the Company and each of the Selling Shareholders that it shall be solely responsible for the operation of the Escrow Demat Account and shall retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 above. In relation to the Escrow Demat Account, the Share Escrow Agent shall not act on any instructions contrary to the terms of this Agreement, of any person including the Company or the Selling Shareholders or the BRLMs, after due verification.

6.3 The Share Escrow Agent hereby agrees and undertakes to implement all written instructions provided in accordance with the terms of this Agreement and exercise due diligence in implementation of such written instructions, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions from the Company and each of the Selling Shareholders and any and all such instructions as are duly provided by the relevant authorised signatories of the Company in writing (upon prior written consent from each of the Selling Shareholders and the Book Running Lead Managers), shall be implemented by the Share Escrow Agent, in accordance with Applicable Law.

6.4 The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under the Applicable Law. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents dated February 6, 2026 ("**SEBI RTA Master Circular**") and all the other relevant circulars, notifications, guidelines and regulations issued by the SEBI and other Applicable Laws, in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations, duties and responsibilities and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Company and/or the Selling Shareholders may be exposed to liabilities or losses if there is error and, or failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

6.5 The Share Escrow Agent shall provide to each of the Selling Shareholders and the Company, from time to time, statements of the accounts, on a weekly basis or as and when requested by the Parties, in writing, until closure of the Escrow Demat Account in terms of the Agreement.

6.6 The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in the Red Herring Prospectus, the Prospectus and any other material prepared in connection with the Offer.

7. INDEMNITY

7.1 The Share Escrow Agent hereby unconditionally and irrevocably agrees to, and shall keep, the Company and each of the Selling Shareholders including each of their respective Affiliates, directors, management, counsels, representatives, managers, advisors, employees, associates, officers, agents, successors, permitted assigns, intermediaries or other persons acting on their behalf and / or any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (the "**Indemnified Party**"), fully indemnified and hold harmless, at all times, from and against any and all claims, penal actions, actions, liabilities, causes of action (probable or otherwise), unreasonable delay, suits, demands, proceedings, liabilities, damages, writs, rewards, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses (including, without limitation, interest, fines, penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational direct, indirect, consequential, punitive, exemplary) made, suffered or incurred arising from difference or fluctuation in exchange rates of currencies and investigation costs and court costs, loss of GST credits, or demands, interest, penalties, late fee, other professional expenses or fees, or any amount imposed by any tax authorities (including GST authorities in India) or losses, of whatsoever nature (including reputational) made, suffered or incurred including pursuant to any legal proceedings instituted or threatened against any such Indemnified Party or any other person relating to or resulting from or consequent upon or arising out of any delay or, directly or indirectly, out of (a) the Offer, this Agreement or the activities conducted by such Indemnified Party in connection with or in furtherance of the Offer and/or the activities contemplated thereby; (b) any breach or alleged breach of any representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent or the terms and conditions set out in this Agreement or any provision of law, regulation, or order of any court regulatory, statutory, governmental, quasi-judicial and/or administrative authority, or any of the terms and conditions set out in this Agreement or any delay, failure, error, omission, negligence, fraud, misconduct, willful default or bad faith, if any, or (c) arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith or willful default from performing its duties, obligations and responsibilities by the Share Escrow Agent (and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf) under this Agreement and/or if any information provided by the Share Escrow Agent to the Indemnified Parties is untrue, incomplete or incorrect in any respect, and/or infringement of any intellectual property, rights of any third party or anything done or omitted to be done through the negligence, default or misconduct by the Share Escrow Agent or of its officers, directors, employees or agents under this Agreement, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under this Agreement or any provision of law, regulation or order of any Governmental Authority. The Share Escrow Agent shall further indemnify, reimburse and refund all losses incurred by each Indemnified Party in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental or regulatory authority or a court of law. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise, including any right for damages.

7.2 Any indemnification payments made pursuant to this Clause 7 shall be made without withholding or deduction of any tax. If any withholding or deduction is required to be made under Applicable Law or the Indemnified Party is liable to pay any taxes under Applicable Law with respect to such indemnification payment, the Share Escrow Agent shall, at the same time of making the indemnification payment, make a payment of such additional amount to (or for the benefit of) the Indemnified Party, such that the net amount received by the Indemnified Party (considering the withholding or deduction or any tax payable by the Indemnified Party) equals the full amount of its indemnification entitlement assuming no such deduction or withholding or payment of tax by the Indemnified Party was required to be made.

7.3 The Share Escrow Agent hereby agrees that failure of any Indemnified Party to exercise part of any of its rights under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Party of any of its rights established herein.

7.4 The Share Escrow Agent also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Annexure I** (the "**Letter of Indemnity**") to the Book Running Lead Managers, to indemnify the BRLM Indemnified Party (as defined in the Letter of Indemnity). The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity. The letter of indemnity shall survive the termination/expiry of this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement shall be effective from the Agreement Date until termination pursuant to Clause 8.2 and 8.4.

8.2 <u>Termination</u>

This Agreement shall automatically terminate upon the occurrence of the earlier of the following:

8.2.1 the occurrence/ completion of the events mentioned in Clause 5 (except for the occurrence of an Event of Failure) hereinabove in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Clause 5 of this Agreement;

8.2.2 on termination of the Offer Agreement, Fee Letter or the Underwriting Agreement (if and when executed);

8.2.3 in the event of the occurrence of an Event of Failure of the Offer, the Share Escrow Agent shall ensure compliance of its obligations and undertakings under Clause 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 of this Agreement. For the purpose of the Clause 8.2, it is clarified that, on occurrence of an Event of Failure, this Agreement shall be terminated as mutually decided between the Company and the Selling Shareholders, provided that the provisions of Clauses 5.3, 5.4, 5.5, 5.6, and 5.7 shall survive such termination; or

8.2.4 the declaration or occurrence of any event or initiation of proceeding of bankruptcy, insolvency, winding up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event. For the avoidance of doubt, it is hereby clarified that on the occurrence of any event mentioned under this Clause 8.2.4, the Company and the Selling Shareholders may, in consultation with the Book Running Lead Managers, appoint a substitute share escrow agent and terminate this Agreement in accordance with Clause 8.4;

8.3 The provisions of Clause 5, Clause 6, Clause 7, Clause 8.2.2, this Clause 8.3, Clause 9, and Clause 10 shall survive the termination of this Agreement pursuant to Clause 8.2 and 8.4 of this Agreement. This Agreement may be terminated immediately by the Company or any of the Selling Shareholders, severally and not jointly, in an event of wilful default, bad faith, wilful misconduct, negligence or commission of fraud by the Share Escrow Agent or breach of any representations by the Share Escrow Agent of its representations, obligations and undertakings under this Agreement or violation of any provisions of law, regulation or order of any court or any regulatory, statutory and/or administrative authority. The Company and each of the Selling Shareholders, severally and not jointly, in their discretion, shall reserve a right to allow a period of two (2) Working Days to the Share Escrow Agent from the receipt of written notice of such breach from the Company or any of the Selling Shareholders, during which the Share Escrow Agent, at its own cost, shall take all measures to immediately rectify and make good such willful default, willful misconduct, negligence or fraud or breach within a period of two (2) days of receipt of written notice of such breach by the Company or any of the Selling Shareholders, failing which this Agreement may be immediately terminated by the Company or any of the Selling Shareholders. Such termination shall be operative only in the event that the Company and the Selling Shareholders, in consultation with each of the Book Running Lead Managers, simultaneously appoints a substitute share escrow agent of equivalent standing, which the substitute share escrow agent shall agree to terms, conditions and obligations similar to the provisions hereof. The erstwhile Share Escrow Agent shall without any limitation continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent and Transfer any Offered Shares lying to the credit of the Escrow Demat Account in manner specified by the Company and the Selling Shareholders, as applicable. The substitute share escrow agent shall enter into an agreement, substantially in the form and nature of this Agreement (including the execution and delivery of the Letter of Indemnity to the Book Running Lead Managers substantially in the format set out in **Annexure I**), with the Company and the Selling Shareholders.

8.4 The Share Escrow Agent shall promptly issue a written notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.2.4 above, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.5 It is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the Selling Shareholder's Demat Account or any other escrow account upon pursuant to appointment of substitute escrow agent, and the Escrow Demat Account has been duly closed. Further, for the purposes of entering into such a mutual agreement, the Parties thereto shall not be under any obligation to be guided by the directions of the Share Escrow Agent.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

9.1 In the event of termination in accordance with Clause 8.2.1 or 8.2.2, the Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause 5 or Clause 8.2.4 of this Agreement and shall send prior written intimation to the Company, each of the Selling Shareholders and the Book Running Lead Managers relating to the closure of the Escrow Demat Account.

9.2 Notwithstanding Clause 9.1 above, in the event of the termination of this Agreement in accordance with Clause 8.2.4, the Share Escrow Agent shall immediately credit the respective portion of the Offered Shares which are lying to the credit of the Escrow Demat Account to the respective Selling Shareholders' Demat Account within one (1) Working Day of the completion of credit of the Final Sold Shares in accordance with Clause 5.2 or the receipt by the Share Escrow Agent of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice, as applicable and shall take necessary steps to ensure closure of the Escrow Demat Account, unless the Company, the Book Running Lead Managers and the Selling Shareholders have instructed it otherwise.

9.3 In the event of termination of this Agreement pursuant to Clause 8.4, the Share Escrow Agent shall immediately and in any event within one (1) Working Day from the date of appointment of the substitute share escrow agent, close the Escrow Demat Account in accordance with Clause 9.1, and debit all the Offered Shares from the Escrow Demat Account and credit them to the share escrow demat account opened by the substitute share escrow agent. Provided, in the event the Share Escrow Agent is unable to close the Escrow Demat Account and debit all the Offered Shares from the Escrow Demat Account and credit them to the new share escrow demat account within one (1) Working Day from the date of appointment of the substitute share escrow agent in accordance with this clause, the Share Escrow Agent shall immediately release and credit back the respective portion of the Offered Shares standing to the credit of the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts, unless the Selling Shareholders have instructed it otherwise.

9.4 Upon its debit and delivery of the Offered Shares which are lying to the credit of the Escrow Demat Account to successful Allottees demat accounts and / or to the Selling Shareholders' Demat Account and closure of the Escrow Demat Account, as set out in Clause 9.1 and 9.2 above, the Share Escrow Agent shall, subject to Clause 8.3 and completion of the events outlined in Clause 5, be released and discharged from any and all further obligations arising out of or in connection with this Agreement other than as set out in this Agreement or as required under Applicable Law. Provided that upon termination due to any event mentioned under Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and until the appointment of a substitute share escrow agent in accordance with Clause 8.4, in such event, the Share Escrow Agent shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.

10. GENERAL

10.1 <u>Notices</u>

Any notices, requests, demands or other communications required or permitted to be given under this Agreement or for the purpose of this Agreement shall be written in English and shall be deemed validly delivered on the authorised representative of the Parties receiving such communication or left at the addresses as specified below or sent to the e-mail address of the Parties respectively or such other addresses as each Party may notify in writing to the other. Further, any notice sent to any Party shall also be marked to all the remaining Parties, as applicable:

If to the Company:

MONEYVIEW LIMITED

17/1, 1st and 2nd Floor, The Address Building
Outer Ring Road, Marathahalli, Kadubeesanahalli, Bangalore 560 103
Karnataka, India
E-mail: investor.relations@moneyview.in
Attention: Ankit Kumar Jain, Company Secretary and Compliance Officer

If to the Promoter Selling Shareholder

PUNEET AGARWAL
2008 Barley Place Dr Allen
TX 75013
United States of America
E-mail: puneet@moneyview.in

SANJAY AGGARWAL
Villa 334, Adarsh Palm Retreat
Lane 5, Phase 2, Devarabeesanahalli
Bengaluru
Karnataka, India
E-mail: sanjay@moneyview.in

If to the Promoter Group Selling Shareholder

CHITRA AGARWAL
2008 Barley Place Dr Allen
TX 75013, USA
Email: chitra.agarwal@gmail.com

If to the Investor Selling Shareholder

ACCEL INDIA IV (MAURITIUS) LIMITED
5th Floor, Ebene Esplanade
24 Bank Street, Cybercity
Ebene, Mauritius
Tel: +230 401 2300
E-mail: legalus@accel.com; accel@internationalproximity.com
Contact Person: Aslam Koomar

ACCEL GROWTH IV HOLDINGS (MAURITIUS) LTD.
5th Floor, Ebene Esplanade
24 Bank Street, Cybercity
Ebene, Mauritius
Tel: +230 401 2300
E-mail: legalus@accel.com; accel@internationalproximity.com
Contact Person: Aslam Koomar

CRIMSON WINTER LIMITED
3rd Floor, Genesis House. Unit 18
Genesis Close, George Town, P.O. Box 10655
Grand Cayman
KY1-1006
Cayman Islands
Tel: + 357 99 214412
Email: director@rockstoneventures.org,
anna.sukhareva@ascendservus.com,

k.solomon@amicorp.com
Contact Person: Kimbert Solomon, Anna Sukhareva

DI INVESTMENT LLC
Tokyo Club Building 4F/6F
3-2-6 Kasumigaseki, Chiyoda-ku
Tokyo, Japan, 100-0013
Tel: +81-3-5532-3200
Email: India-inv-admin@dreamincubator.co.jp
Contact Person: Munehiko Eto

INTERNET FUND III PTE LTD 8
Temasek Boulevard, #32-02
Suntec Tower Three, Singapore 038988
Tel: +65 6890 0375
E-mail: dvarma@tigerglobal.com (with a copy to legalnotices@tigerglobal.com)
Contact Person: Deep Varma/ Legal Counsel

NLI STRATEGIC VENTURE INVESTMENT LIMITED
27 South Park St
Suite 100, San Francisco
CA 94107
Tel: +14156252720 ext 110
E-mail: Alex.bangash@transposeplatform.vc
Contact Person: Alex Bangash

RIBBIT CAPITAL
6th Floor, Two Tribeca
Tribeca Central, Trianon 72261
Mauritius
Tel: +230 404 8800
E-mail: nbteam@apexgroup.com; with copy to cindy@ribbitcap.com; max@ribbitcap.com
Contact Person: Nandinee Boodhoo

TI JPNIN INDIA HOLDCO, LTD.
27 South Park St, Suite 100, San Francisco
CA 94107
Tel: +14156252720 ext 110
E-mail: Alex.bangash@transposeplatform.vc
Contact Person: Alex Bangash

In case to the Share Escrow Agent:

MUFG INTIME INDIA PRIVATE LIMITED
(Formerly Link Intime India Private Limited)
C-101, Embassy 247
Lal Bahadur Shastri Marg, Vikhroli (West)
Mumbai, Maharashtra 400 083
Attention: Haresh Hinduja, Head-Primary Market
Tel: +91 22 4918 6000
Email: ipo.team@in.mpms.mufg.com

10.2 <u>Assignment</u>

Except as otherwise provided for in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any Person or third Party. Any attempted assignment in contravention of this Clause 10.2 shall be void.

10.3 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or required to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

10.4 Governing Law

10.4.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or Disputes (*as defined herein*) is governed by and shall be construed in accordance with the laws of Republic of India.

10.4.2 The courts and tribunals of Mumbai, India shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

10.5 Dispute Resolution

10.5.1 In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or the Fee Letter (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15), days (or such longer period as may be mutually agreed upon by the Disputing Parties in writing) after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with SEBI circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circulars**") and provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in Clause 10.5.1.

10.5.2 Subject to Clause 10.5.1, the arbitration shall be conducted as follows:

i. the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**"). The MCIA Rules are incorporated by reference into this Clause 10.5 and capitalized terms used in this Clause 10.5 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;

ii. all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

iii. the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 10.5.1 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) Working Days of the receipt of the second arbitrator's confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

iv. the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the Fee Letter;

v. the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitration tribunal enter upon reference, as prescribed under the Arbitration Act. Further, in the event that despite the best efforts by the Disputing Parties, the award is not passed within such twelve (12) month period, the Disputing Parties agree that such period will automatically stand extended for a further period of six (6) months, without requiring any further consent of any of the Disputing Parties. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

vi. the arbitration award shall state the reasons in writing on which it was based;

vii. the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

viii. the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

ix. the arbitrators shall have the power to award interest on any sums awarded;

x. the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and

xi. nothing in this Clause 10.5 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

10.5.3 If resolution of the Dispute in accordance with the SEBI ODR Circulars is not mandatory under Applicable Law or in the event of any inter-se Dispute between any of the Selling Shareholders and/ or the Company, then any of the Disputing Parties, shall, by notice in writing to each other, refer such Dispute for final resolution by binding arbitration conducted in accordance with the Arbitration Act. It is clarified that Clause 10.5.2 shall mutatis mutandis be applicable to this clause however, the appointment of arbitrator will be in accordance with the Arbitration Act.

10.6 Supersession

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, amongst the Parties relating to the subject matter hereof and as of the date hereof constitute the entire understanding of the Parties with respect to the subject matter.

10.7 Amendments

No amendment, supplement, modification or clarification to this Agreement or any of its terms or provisions shall be valid or binding on the parties unless made in writing and duly executed by or on behalf of the Parties. Provided that if the number of Offered Shares to be deposited in the Escrow Demat Account by each of the Selling Shareholder changes after the execution of this Agreement and prior to the filing of the Red Herring Prospectus, references in this Agreement to the number of Offered Shares to be deposited in the Escrow Demat Account and/or number of Offered Shares proposed to be sold shall be deemed to have been revised on the execution of an updated authorization/consent letter and by the respective Selling Shareholder, specifying the revised number of Offered Shares.

10.8 Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.9 Successors and Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, demerger or acquisition of any Party) and legal representatives and/ or permitted assigns.

10.10 Severability

If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this Agreement shall be given full force and effect. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

10.11 Confidentiality

10.11.1 The Share Escrow Agent shall keep confidential all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which was by its nature intended to be, confidential ("**Confidential Information**"), and shall not divulge such information to any other person or use such Confidential Information other than:

(i) its select employees, agents and professional advisors, that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.

(ii) any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority with whom it customarily complies.

10.11.2 In relation to Clause 10.11.1, the Share Escrow Agent shall procure / ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose the Confidential Information under Applicable Law, then the Share Escrow Agent shall not issue or dispatch such Confidential Information without prior written consent of the Company and each of the Selling Shareholders, except as required under Applicable Law, provided that if such information is required to be disclosed, the Share Escrow Agent shall ensure that the other Parties are informed reasonably in advance, prior to such disclosure being made so as to enable the Company and/or any of the Selling Shareholders, as the case may be, to obtain appropriate injunctive relief or prevent such disclosure, and the Share Escrow Agent shall minimise the disclosed information only to the extent required under Applicable Law. The Share Escrow Agent shall cooperate with any action that the Company and, or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.

10.11.3 Confidential Information shall be deemed to exclude any information:

(i) which is already in the possession of the receiving Party on a non-confidential basis.

(ii) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties.

(iii) which subsequently becomes publicly known other than through the default of the Parties hereunder.

10.11.4 For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory or self-regulatory authority.

10.12 Specific Performance

The Parties agree that each Party shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation, or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including without limitation a right for damages.

10.13 Specimen Signatures

All instructions issued by the Company, the Selling Shareholders and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholders and the Share Escrow Agent, as the case may be, the name and specimen signatures of whom are annexed hereto as **Schedule F** or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to each of the other Parties.

10.14 Execution

This Agreement may be executed by delivery of PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered in PDF format.

10.15 Counterparts

This Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted by electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (*FORMERLY LINK INTIME INDIA PRIVATE LIMITED*)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

SIGNED FOR AND ON BEHALF OF MONEYVIEW LIMITED

MONEYVIEW LIMITED INDIA

Name: Sanjay Aggarwal
Designation: Executive Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

SIGNED BY PUNEET AGARWAL

Puneet Agarwal

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

SIGNED BY SANJAY AGGARWAL

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

SIGNED BY CHITRA AGARWAL

____

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **ACCEL INDIA IV (MAURITIUS) LIMITED**

Name: Aslam Koomar
Designation: Director

ACCEL INDIA IV (MAURITIUS) LIMITED
The Common Seal of

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **ACCEL GROWTH IV HOLDINGS (MAURITIUS) LTD.**

Accel Growth IV Holdings (Mauritius) Ltd. The Common Seal of

Name: Aslam Koomar
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **CRIMSON WINTER LIMITED**

____

Name: Kimbert Solomon
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **DI INVESTMENT LLC**

Name: Kyohei Hosono
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **INTERNET FUND III PTE. LTD.**

Name: Deep Varma
Designation: Director

INTERNET FUND III PTE. LTD. *

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **NLI STRATEGIC VENTURE INVESTMENT LIMITED**

Alex Bangash

Name: Alex Bangash
Designation: Managing Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **RIBBIT CAPITAL**

____

Name: Sangeeta Bissessur
Designation: Director

Ribbit Capital
The Common Seal of

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

For and on behalf of **TI JPNIN INDIA HOLDCO, LTD.**

Alex Bangash

Name: Alex Bangash
Designation: Managing Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, SELLING SHAREHOLDERS AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written.

SIGNED FOR AND ON BEHALF OF MUFG INTIME INDIA PRIVATE LIMITED (Formerly Link Intime India Private Limited)

Authorized signatory

Name: Sumit Dudani

Designation: Deputy Head – Primary Market

SCHEDULE A

DETAILS OF THE SELLING SHAREHOLDERS

Name	Number of Offered Shares	Date of consent letter	Date of corporate action / board resolution / authorisation letter
Promoter Selling Shareholder(s)			
Puneet Agarwal	Up to 13,548,300 Equity shares of face value ₹1 each	March 3, 2026	N.A.
Sanjay Aggarwal	Up to 13,548,300 Equity shares of face value ₹1 each	March 3, 2026	N.A.
Promoter Group Selling Shareholder(s)			
Chitra Agarwal	Up to 1,935,400 Equity Shares of face value ₹1 each	March 3, 2026	N.A.
Investor Selling Shareholder(s)			
Accel India IV (Mauritius) Limited	Up to 16,377,500 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Accel Growth IV Holdings (Mauritius) Ltd.	Up to 8,011,900 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Crimson Winter Limited	Up to 10,000,000 Equity Shares of face value ₹1 each	September 11, 2026	February 27, 2026
DI Investment LLC	Up to 2,349,100 Equity Shares of face value ₹1 each	March 3, 2026	February 27, 2026
Internet Fund III Pte. Ltd.	Up to 15,356,000 Equity Shares of face value ₹1 each	September 12, 2026	March 3, 2026
NLI Strategic Venture Investment Limited	Up to 4,265,600 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Ribbit Capital	Up to 11,356,900 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
TI JPNIN India Holdco, Ltd.	Up to 3,745,200 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026

SCHEDULE A1

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: _________________________

To

The Company

The Selling Shareholders

The Book Running Lead Managers

Re: Opening of Escrow Demat Account for Equity Shares in the initial public offering of Moneyview Limited

Dear Sir

Pursuant to Clause 2.2 of the share escrow agreement dated September 16, 2026, (the "**Share Escrow Agreement**"), this is to confirm that the Escrow Demat Account has been opened by the Share Escrow Agent.

The details of the Escrow Demat Account is set forth below:

Depository name:

Depository Participant:

Address of Depository Participant:

DP ID:

Client ID:

Account Name: "[*Insert Account Name*]"

Further, please see attached hereto as Annexure A, copy of the demat statement reflecting the credit of such Offered Shares to the Escrow Demat Account.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Offer Documents.

For and on behalf of MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*)

Authorised Signatory
Name:
Designation:

SCHEDULE A2

ON THE LETTERHEAD OF THE COMPANY

Date: ________________________

To

The Share Escrow Agent

The Selling Shareholders

Re: Transfer of the Offered Shares by Moneyview Limited to the Escrow Account

Dear Sir

Pursuant to Clause 3.1 of the share escrow agreement dated September 16, 2026, (the "**Share Escrow Agreement**") please transfer [*Insert the number of equity shares transferred by the Selling Shareholders*] equity shares to the share escrow account.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Offer Documents.

For and on behalf of Moneyview Limited

Authorised Signatory
Name:
Designation:

Copy to: the BRLMs

SCHEDULE A3

1. Blank Bid-Cum Application Form in relation to the Offer.
2. Certified copy of Prospectus in relation to the Offer.
3. Corporate Action Information Form for allotment of shares in relation to the Offer.
4. Certified copy of Board resolution for allotment of shares in relation to the Offer.
5. Certified copy of Shareholders' resolution approving the Fresh Issue.
6. Confirmation letter for pari-passu shares with other shares.
7. Certified copies of in-principle approval from Stock Exchanges in relation to the Offer.
8. Certified copy of approved basis of allotment in relation to the Offer.
9. Certified copy of minutes of the meeting in relation to the Offer.
10. Certificate from the BRLMs confirming compliance of relevant SEBI guidelines, in case of the Offer.
11. Ad hoc report summary validated by the RTA.
12. Corporate action fees, as applicable.

SCHEDULE B

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date:

To

The Selling Shareholders

Copy to the Company and the Book Running Lead Managers

Re: Credit of Offered Shares from the respective Selling Shareholders' Demat Account to the Escrow Demat Account for the initial public offering of Moneyview Limited

Dear Sir

Pursuant to Clause 3.1 of the share escrow agreement dated September 16, 2026 (the "**Share Escrow Agreement**"), this is to confirm that the Offered Shares from the respective Selling Shareholders' Demat Account have been credited to the Escrow Demat Account:

Sr. No.	Name of Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	Puneet Agarwal	[●]	[●]
2.	Sanjay Aggarwal	[●]	[●]
3.	Chitra Agarwal	[●]	[●]
4.	Accel India IV (Mauritius) Limited	[●]	[●]
5.	Accel Growth IV Holdings (Mauritius) Ltd.	[●]	[●]
6.	Crimson Winter Limited	[●]	[●]
7.	DI Investment LLC	[●]	[●]
8.	Internet Fund III Pte Ltd	[●]	[●]
9.	NLI Strategic Venture Investment Limited	[●]	[●]
10.	Ribbit Capital	[●]	[●]
11.	TI JPNIN India Holdco, Ltd.	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement or the Offer Documents.

For and on behalf of MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*)

Authorised Signatory
Name:
Designation:

SCHEDULE C

ON THE LETTERHEAD OF THE COMPANY

Date:

To

Share Escrow Agent

Depositories

Re: Allotment in the initial public offering of the equity shares of Moneyview Limited (the "Company")

Dear Sir,

In accordance with Clause 5.1(a) of the share escrow agreement dated September 16, 2026 (the "**Share Escrow Agreement**"), we hereby instruct you to transfer on _, the Equity Shares of the Company, aggregating to, deposited in the Escrow Demat Account to the successful allottees in the initial public offering of the Company in accordance with the resolution of Allotment of the Board of Directors/IPO Committee dated ____ and the Basis of Allotment as approved by the Board of Directors/IPO Committee, at its meeting dated ________________.

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

Capitalised terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Offer Documents.

Yours sincerely,

For and on behalf of **Moneyview Limited**

Authorised Signatory
Name:
Designation:

Copy to:

The Book Running Lead Managers

The Selling Shareholders

SCHEDULE C1

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date:

To

The Company, the Selling Shareholders, and the Book Running Lead Managers

Dear Sir/Madam,

Sub: Completion of actions pursuant to Clause 5.2. of the share escrow agreement dated September 16, 2026 (the "Share Escrow Agreement")

Pursuant to Clause 5.2 of the Share Escrow Agreement, we write to inform you that (i) the Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees in the Offer; and (ii) the remaining unsold Offered Shares have been released and credited to the Selling Shareholders' Demat Account, within one (1) Working Day of the completion of transfer of the Final Sold Shares to the demat accounts of the Allottees**.**

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*)**

Authorized Signatory

SCHEDULE D

ON THE LETTERHEAD OF THE COMPANY

Date:

To

Share Escrow Agent, the Selling Shareholders

Copy to the Book Running Lead Managers

Re: Allotment of Equity Shares in the initial public offering of the equity shares of Moneyview Limited

Dear Sir,

In accordance with the Clause 5.1(a) of the share escrow agreement dated September 16, 2026 (the "**Share Escrow Agreement**"), the Corporate Action Requisition has been issued. A copy of the same is enclosed hereto.

Capitalised terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Offer Documents.

Yours sincerely,

For and on behalf of **Moneyview Limited**

Authorised Signatory
Name:
Designation:

Encl: as above

SCHEDULE D1

ON THE LETTERHEAD OF THE COMPANY

Date:

To

the Selling Shareholders

Copy to the Book Running Lead Managers and the Company

Re: Confirmation pursuant to Clause 5.1(b) of the Share Escrow Agreement dated September 16, 2026 ("Share Escrow Agreement")

Dear Sir,

In accordance with the Clause 5.1(b) of the Share Escrow Agreement, [Board of Directors or the IPO Committee] and the Designated Stock Exchange has approved the Allotment, a copy of the resolution approving the Allotment is enclosed herewith.

Capitalised terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Offer Documents.

Yours sincerely,

For and on behalf of **MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*)**

Authorised Signatory
Name:
Designation:

Encl: as above

SCHEDULE E

ON THE LETTERHEAD OF THE COMPANY

To,

The Share Escrow Agent

The Selling Shareholders and the Book Running Lead Managers

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated September 16, 2026 (the "Share Escrow Agreement")

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure of the Offer has occurred in the nature of [●].

The Event of Failure of the Offer has occurred [before/after] the transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

[In the event the Event of Failure of the Offer has occurred prior to transfer of Final Sold Shares to the Allottees] *[Retain, if applicable.]*

The Share Escrow Agent is requested to credit back the Escrow Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in accordance with Clause 5.5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.

[In the event the Event of Failure of the Offer has occurred after transfer of Final Sold Shares to the Allottees] *[Retain, if applicable.]*

The Share Escrow Agent is requested to act in accordance with Clause 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Offer Documents.

Kindly acknowledge the receipt of this letter.

Yours Sincerely

For and on behalf of Moneyview Limited

Authorised Signatory
Name:
Designation:

SCHEDULE E1

ON THE LETTERHEAD OF THE SELLING SHAREHOLDERS

To,

The Share Escrow Agent

The Company and the Book Running Lead Managers

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.4 of the share escrow agreement dated September 16, 2026 (the "Share Escrow Agreement")

Pursuant to Clause 5 of the Share Escrow Agreement, we write to inform you that an Event of Failure of the Offer has occurred in the nature of [●].

The Event of Failure of the Offer has occurred [before/after] the transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

In the event the Event of Failure of the Offer has occurred prior to transfer of Final Sold Shares to the Allottees *[Retain, if applicable]*

The Share Escrow Agent is requested to credit back the Escrow Shares from the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.

In the event the Event of Failure of the Offer has occurred after transfer of Final Sold Shares to the Allottees *[Retain, if applicable]*

The Share Escrow Agent is requested to act in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Offer Documents.

Kindly acknowledge the receipt of this letter.

Yours Sincerely

For and on behalf of

Authorised Signatory
Name:
Designation:

SCHEDULE G

SELLING SHAREHOLDERS' DEMAT ACCOUNTS

Name of the Selling Shareholder	DP ID	Client ID
Puneet Agarwal	IN301549	67247090
Sanjay Aggarwal	IN302105	11046451
Chitra Agarwal	IN301549	67293946
Accel India IV (Mauritius) Limited	IN303173	20077247 and 20436886
Accel Growth IV Holdings (Mauritius) Ltd.	IN303173	20425777 and 20453395
Crimson Winter Limited	IN301348	20708920
DI Investment LLC	IN301348	20846023
Internet Fund III Pte Ltd	IN303116	15392966
NLI Strategic Venture Investment Limited	IN303622	10152022
Ribbit Capital	IN303173	20446982
TI JPNIN India Holdco, Ltd.	IN303622	10151548

SCHEDULE F

For Moneyview Limited		
Any of the following:		
Name: Sanjay Aggarwal	Designation: Executive Director	Signature:
Name: Ankit Kumar Jain	Designation: Company Secretary and Compliance Officer	Signature:

For Puneet Agarwal		
Name:	Designation:	Signature:

For Sanjay Aggarwal		
Name:	Designation:	Signature:

For Chitra Agarwal		
Name:	Designation:	Signature:

For Accel India IV (Mauritius) Limited		
Any of the following:		
Name: Aslam Koomar	Designation: Director	Signature:
Name:	Designation:	Signature:

ACCEL INDIA IV (MAURITIUS) LIMITED
The Common Seal of

For Accel Growth IV Holdings (Mauritius) Ltd.		
Any of the following:		
Name: Aslam Koomar	Designation: Director	Signature:
Name:	Designation:	Signature:

Accel Growth IV Holdings (Mauritius) Ltd.
The Common Seal of

Investor Selling Shareholders

AUTHORIZED REPRESENTATIVES FOR CRIMSON WINTER LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Kimbert Solomon	Director	

For DI Investment LLC		
Any of the following:		
Name: Kyohei Hosono	Designation: Director	Signature: 細野恭平
Name:	Designation:	Signature:

For Internet Fund III Pte Ltd		
Any of the following:		
Name: Deep Varma	Designation: Director	Signature:
Name: Sameer Mittal	Designation: Director	Signature:

For NLI Strategic Venture Investment Limited		
Any of the following:		
Name: Alex Bangash	Designation: Managing Director	Signature: Alex Bangash
Name:	Designation:	Signature:

For Ribbit Capital		
Any of the following:		
Name: Sangeeta Bissessur	Designation: Director	Signature:
Name:	Designation:	Signature:

Ribbit Capital
The Common Seal of

<table>
<tr><td colspan="3">For TI JPNIN India Holdco, Ltd.</td></tr>
<tr><td colspan="3">Any of the following:</td></tr>
<tr><td>Name:
Alex Bangash</td><td>Designation:
Managing Director</td><td>Signature:
Alex Bangash</td></tr>
<tr><td>Name:</td><td>Designation:</td><td>Signature:</td></tr>
</table>

For MUFG Intime India Private Limited *(Formerly Link Intime India Private Limited)*		
Any of the following:		
Name: Sumit Dudani	Designation: Deputy Head – Primary Market	Signature:

SCHEDULE H

To,

The Share Escrow Agent

Dear Sirs,

Sub: Share Escrow Failure intimation pursuant to Clause 5 of the share escrow agreement dated September 16, 2026 ("Share Escrow Agreement")

This is to intimate the Share Escrow Agent that the Red Herring Prospectus has not been filed with the RoC within ten (10) Working Days of the Offered Shares being credited into the Escrow Demat Account by the Selling Shareholders.

Pursuant to Clause 5 of the Share Escrow Agreement, the Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the demat accounts of the Selling Shareholders in accordance with Clause 3.3 of the Share Escrow Agreement.

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholders' Demat Accounts in accordance with Clause 3.3 of the Share Escrow Agreement.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement, the Red Herring Prospectus and the Prospectus.

Kindly acknowledge the receipt of this letter.

For and on behalf of Moneyview Limited

Authorized Signatory

Copy to: BRLMs

ANNEXURE I

LETTER OF INDEMNITY

Date: **September 16, 2026**

To:

AXIS CAPITAL LIMITED
Axis House, 1st Floor
Pandurang Budhkar Marg, Worli
Mumbai 400 025,
Maharashtra, India

BOFA SECURITIES INDIA LIMITED
Ground Floor, A Wing, One BKC,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India

IIFL CAPITAL SERVICES LIMITED
24th Floor, One Lodha Place, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013,
Maharashtra, India

KOTAK MAHINDRA CAPITAL COMPANY LIMITED
1st Floor, 27 BKC
Plot No. C – 27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India

(Individually referred to as the "**Book Running Lead Manager**" or "**BRLM**" and collectively as "**Book Running Lead Managers**" or "**BRLMs**")

Ladies and Gentlemen:

Re: Letter of indemnity in favour of the Book Running Lead Managers by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) (the "Share Escrow Agent") (the "Letter of Indemnity") pursuant to the Share Escrow Agreement dated September 16, 2026 entered into by and amongst Moneyview Limited (the "Company"), the Selling Shareholders and the Share Escrow Agent (the "Share Escrow Agreement").

1. The Company and each of the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹1 each of the Company ("**Equity Shares**"), comprising of a fresh issue of Equity Shares aggregating to ₹7,500.00 million by the Company ("**Fresh Issue**") and an offer for sale of up to 100,494,200 Equity Shares by the Selling Shareholders, as mentioned in **Schedule A** (collectively, the "**Offer for Sale**"). The Fresh Issue and Offer for Sale are collectively referred to as the "**Offer**" and the Equity Shares offered for sale by the Selling Shareholders in the Offer for Sale collectively are referred to as Offered Shares ("**Offered Shares**"). The Offer shall be undertaken in accordance with the requirements of the Companies Act, 2013, at the Securities and

Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Law*,* at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations ("**Book Building**") by the Company, in consultation with the BRLMs (the "**Offer Price**"). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (B) outside the United States in "offshore transactions" in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**"); and (C) in the United States to investors who are both "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and "qualified purchasers" as defined under the U.S. Investment Company Act of 1940, as amended ("**U.S. Investment Company Act**") in reliance upon Section 3(c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (the "**Board of Directors**" or "**Board**"), pursuant to its resolution dated February 22, 2026, in accordance with the applicable provisions of the Companies Act, has approved and authorized the Offer. The Shareholders of the Company pursuant to a special resolution adopted pursuant to Section 23, 62(1)(c) and any other applicable provisions, if any of the Companies Act and the rules framed thereunder, have approved the Fresh Issue at the extra-ordinary general meeting held on February 23, 2026. Further, our Board has taken on record the participation of the Selling Shareholders in the Offer for Sale pursuant to resolution dated March 3, 2026 and the resolution passed by the IPO Committee dated September 12, 2026.

3. The Company and the Selling Shareholders have engaged BRLMs to manage the Offer as the book running lead managers. The BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer as set out in the fee letter between the BRLMs, the Company and the Selling Shareholders (the "**Fee Letter**"), *inter-alia*, subject to entering into this Agreement. In furtherance to the Fee Letter, the Company, the Selling Shareholders and the BRLMs have entered into an offer agreement dated March 3, 2026. (the "**Offer Agreement**")

4. MUFG Intime India Private Limited has been appointed as the share escrow agent ("**Share Escrow Agent**") in relation to the Offer by the Company and Selling Shareholders in accordance with the Share Escrow Agreement. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all applicable laws, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("**SEBI**") in so far as they are applicable to its scope of work undertaken pursuant to the Share Escrow Agreement and is fully aware of its obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is error and, or failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

5. The Share Escrow Agent undertakes to each of the Book Running Lead Managers that it shall act with care and exercise skill and due diligence and within the timelines prescribed while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the Book Running Lead Managers to: (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholders, as the case may be, in accordance with the terms of the Share Escrow Agreement; (ii) provide all

notices and intimations to the Book Running Lead Managers as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with all applicable laws; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.

6. Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to, absolutely, irrevocably and unconditionally, indemnify, at all times, each of the Book Running Lead Managers and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, managers, advisors, successors, intermediaries and authorised agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, (collectively, the "**BRLM Indemnified Parties**") from and against any and all causes of action, unreasonable delay, suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses, including without limitation, interest, fines (including any fine imposed by SEBI or any other governmental, statutory, judicial, administrative, quasi- judicial and/ or regulatory authority or a court of law), penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational) made, suffered or incurred arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs including pursuant to any legal proceedings instituted or threatened against the Book Running Lead Managers or the BRLM Indemnified Persons or any other party ("**Losses**").

7. Accordingly, the Share Escrow Agent hereby irrevocably and unconditionally fully indemnifies each Book Running Lead Managers and each BRLM Indemnified Party at all times from and against all Losses arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial and/or administrative authority of the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf under the Agreement and this Letter of Indemnity, or any of the terms and conditions set out in the Share Escrow Agreement, or any delay, failure, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent's duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under the Share Escrow Agreement or any information provided by the Share Escrow Agent to any one or more of the Book Running Lead Managers being untrue, incomplete or incorrect in any respect. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by each of the BRLM Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Persons is a party, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.

8. The Share Escrow Agent shall not in any case whatsoever use the amounts held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

9. The Share Escrow Agent acknowledges and agrees that entering into the Share Escrow Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity.

10. The Share Escrow Agent hereby agrees that failure of any BRLM's Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM's Indemnified Party of any of its rights established herein.

11. This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses / sections set out in the Share Escrow Agreement and shall be in addition to any other rights that the BRLM's Indemnified Party may have at common law, equity and/or otherwise.

12. The Share Escrow Agent acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of the Share Escrow Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity.

13. The Share Escrow Agent agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity mutatis mutandis.

14. In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this letter of indemnity (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15), days (or such longer period as may be mutually agreed upon by the Disputing Parties in writing) after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with SEBI circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circulars**") and provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India. Any reference of the Dispute to arbitration under this Letter of Indemnity shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the parties under this Letter of Indemnity.

The arbitration shall be conducted as follows:

i. the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**"). The MCIA Rules are incorporated by reference into this Clause 14 and capitalized terms used in this Clause 14 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;

ii. all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

iii. the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 14 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) Working Days of the receipt of the second arbitrator's confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

iv. the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the Fee Letter;

v. the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitration tribunal enter upon reference, as prescribed under the Arbitration Act. Further, in the event that despite the best efforts by the Disputing Parties, the award is not passed within such twelve (12) month period, the Disputing Parties agree that such period will automatically stand extended for a further period of six (6) months, without requiring any further consent of any of the Disputing Parties. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

vi. the arbitration award shall state the reasons in writing on which it was based;

vii. the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

viii. the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

ix. the arbitrators shall have the power to award interest on any sums awarded;

x. the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and

xi. nothing in this Clause 14 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

15. All capitalised terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer and the Share Escrow Agreement dated September 16, 2026. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.

16. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Managers. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any termination/ amendment to the Share Escrow

Agreement and provide the Book Running Lead Managers a copy of such termination/ amendment.

17. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

18. Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as follows, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email).

In case of the Book Running Lead Managers:

AXIS CAPITAL LIMITED
Axis House, 1st Floor
Pandurang Budhkar Marg, Worli, Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 2183
E-mail: moneyview.ipo@axiscap.in
Attention: Vilma Gangahar

BOFA SECURITIES INDIA LIMITED
Ground Floor, A Wing, One BKC, G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel: +91 22 6632 8000
Email: dg.moneyview_ipo@bofa.com
Attention: Sayantan Bhattacharyya

IIFL CAPITAL SERVICES LIMITED
24th Floor, One Lodha Place, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013, Maharashtra, India
Tel: +91 22 4646 4728
Email: mb.compliance@iiflcap.com
Attention: Nipun Goel

KOTAK MAHINDRA CAPITAL COMPANY LIMITED
1st Floor, 27 BKC
Plot No. C – 27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051 Maharashtra, India
Tel.: +91 22 4336 0000
E-mail: moneyview.ipo@kotak.com
Attention: Arun Mathew

In case to the Share Escrow Agent:

MUFG INTIME INDIA PRIVATE LIMITED
(Formerly Link Intime India Private Limited)
C-101, Embassy 247

Lal Bahadur Shastri Marg, Vikhroli (West)
Mumbai, Maharashtra 400 083
Attention: Haresh Hinduja, Head-Primary Market
Tel: +91 22 4918 6000
Email: ipo.team@in.mpms.mufg.com

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28081394377513Y**
Certificate Issued Date	:	17-Jul-2026 05:49 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840108974485284Y
Purchased by	:	MUFG Intime India Private Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	LoI to Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MUFG Intime India Private Limited
Second Party	:	Axis Capital Limited and Others
Stamp Duty Paid By	:	MUFG Intime India Private Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

G SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY DATED SEPTEMBER 16, 2026, EXECUTED BY MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED) IN FAVOUR OF AXIS CAPITAL LIMITED, BOFA SECURITIES INDIA LIMITED, IIFL CAPITAL SERVICES LIMITED AND KOTAK MAHINDRA CAPITAL COMPANY LIMITED

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28080466480466Y**
Certificate Issued Date	:	17-Jul-2026 05:49 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840113378223212Y
Purchased by	:	MUFG Intime India Private Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	LoI to Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MUFG Intime India Private Limited
Second Party	:	Axis Capital Limited and Others
Stamp Duty Paid By	:	MUFG Intime India Private Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH
Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY DATED SEPTEMBER 16, 2026, EXECUTED BY MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED) IN FAVOUR OF AXIS CAPITAL LIMITED, BOFA SECURITIES INDIA LIMITED, IIFL CAPITAL SERVICES LIMITED AND KOTAK MAHINDRA CAPITAL COMPANY LIMITED

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28079226259501Y**
Certificate Issued Date	:	17-Jul-2026 05:48 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840117389650145Y
Purchased by	:	MUFG Intime India Private Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	LoI to Share Escrow Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MUFG Intime India Private Limited
Second Party	:	Axis Capital Limited and Others
Stamp Duty Paid By	:	MUFG Intime India Private Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

G SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY DATED SEPTEMBER 16, 2026, EXECUTED BY MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED) IN FAVOUR OF AXIS CAPITAL LIMITED, BOFA SECURITIES INDIA LIMITED, IIFL CAPITAL SERVICES LIMITED AND KOTAK MAHINDRA CAPITAL COMPANY LIMITED

LETTER OF INDEMNITY

Date: **September 16, 2026**

To:

AXIS CAPITAL LIMITED
Axis House, 1st Floor
Pandurang Budhkar Marg, Worli
Mumbai 400 025,
Maharashtra, India

BOFA SECURITIES INDIA LIMITED
Ground Floor, A Wing, One BKC,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India

IIFL CAPITAL SERVICES LIMITED
24th Floor, One Lodha Place, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013,
Maharashtra, India

KOTAK MAHINDRA CAPITAL COMPANY LIMITED
1st Floor, 27 BKC
Plot No. C – 27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India

(Individually referred to as the "**Book Running Lead Manager**" or "**BRLM**" and collectively as "**Book Running Lead Managers**" or "**BRLMs**")

Ladies and Gentlemen:

Re: Letter of indemnity in favour of the Book Running Lead Managers by MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) (the "Share Escrow Agent") (the "Letter of Indemnity") pursuant to the Share Escrow Agreement dated September 16, 2026 entered into by and amongst Moneyview Limited (the "Company"), the Selling Shareholders and the Share Escrow Agent (the "Share Escrow Agreement").

1. The Company and each of the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹1 each of the Company ("**Equity Shares**"), comprising of a fresh issue of Equity Shares aggregating to ₹7,500.00 million by the Company ("**Fresh Issue**") and an offer for sale of up to 100,494,200 Equity Shares by the Selling Shareholders, as mentioned in **Schedule A** (collectively, the "**Offer for Sale**"). The Fresh Issue and Offer for Sale are collectively referred to as the "**Offer**" and the Equity Shares offered for sale by the Selling Shareholders in the Offer for Sale collectively are referred to as Offered Shares ("**Offered Shares**"). The Offer shall be undertaken in accordance with the requirements of the Companies Act, 2013, at the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Law*,* at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations ("**Book Building**") by the

Company, in consultation with the BRLMs (the "**Offer Price**"). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (B) outside the United States in "offshore transactions" in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**"); and (C) in the United States to investors who are both "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and "qualified purchasers" as defined under the U.S. Investment Company Act of 1940, as amended ("**U.S. Investment Company Act**") in reliance upon Section 3(c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (the "**Board of Directors**" or "**Board**"), pursuant to its resolution dated February 22, 2026, in accordance with the applicable provisions of the Companies Act, has approved and authorized the Offer. The Shareholders of the Company pursuant to a special resolution adopted pursuant to Section 23, 62(1)(c) and any other applicable provisions, if any of the Companies Act and the rules framed thereunder, have approved the Fresh Issue at the extra-ordinary general meeting held on February 23, 2026. Further, our Board has taken on record the participation of the Selling Shareholders in the Offer for Sale pursuant to resolution dated March 3, 2026 and the resolution passed by the IPO Committee dated September 12, 2026.

3. The Company and the Selling Shareholders have engaged BRLMs to manage the Offer as the book running lead managers. The BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer as set out in the fee letter between the BRLMs, the Company and the Selling Shareholders (the "**Fee Letter**"), *inter-alia*, subject to entering into this Agreement. In furtherance to the Fee Letter, the Company, the Selling Shareholders and the BRLMs have entered into an offer agreement dated March 3, 2026. (the "**Offer Agreement**")

4. MUFG Intime India Private Limited has been appointed as the share escrow agent ("**Share Escrow Agent**") in relation to the Offer by the Company and Selling Shareholders in accordance with the Share Escrow Agreement. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all applicable laws, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("**SEBI**") in so far as they are applicable to its scope of work undertaken pursuant to the Share Escrow Agreement and is fully aware of its obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is error and, or failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

5. The Share Escrow Agent undertakes to each of the Book Running Lead Managers that it shall act with care and exercise skill and due diligence and within the timelines prescribed while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the Book Running Lead Managers to: (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholders, as the case may be, in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the Book Running Lead Managers as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any purpose other than as provided in

the Share Escrow Agreement; (iv) ensure compliance with all applicable laws; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.

6. Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to, absolutely, irrevocably and unconditionally, indemnify, at all times, each of the Book Running Lead Managers and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, managers, advisors, successors, intermediaries and authorised agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, (collectively, the "**BRLM Indemnified Parties**") from and against any and all causes of action, unreasonable delay, suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses, including without limitation, interest, fines (including any fine imposed by SEBI or any other governmental, statutory, judicial, administrative, quasi- judicial and/ or regulatory authority or a court of law), penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational) made, suffered or incurred arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs including pursuant to any legal proceedings instituted or threatened against the Book Running Lead Managers or the BRLM Indemnified Persons or any other party ("**Losses**").

7. Accordingly, the Share Escrow Agent hereby irrevocably and unconditionally fully indemnifies each Book Running Lead Managers and each BRLM Indemnified Party at all times from and against all Losses arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial and/or administrative authority of the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf under the Agreement and this Letter of Indemnity, or any of the terms and conditions set out in the Share Escrow Agreement, or any delay, failure, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent's duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under the Share Escrow Agreement or any information provided by the Share Escrow Agent to any one or more of the Book Running Lead Managers being untrue, incomplete or incorrect in any respect. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by each of the BRLM Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Persons is a party, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.

8. The Share Escrow Agent shall not in any case whatsoever use the amounts held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

9. The Share Escrow Agent acknowledges and agrees that entering into the Share Escrow Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity.

10. The Share Escrow Agent hereby agrees that failure of any BRLM's Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM's Indemnified Party of any of its rights established herein.

11. This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses / sections set out in the Share Escrow Agreement and shall be in addition to any other rights that the BRLM's Indemnified Party may have at common law, equity and/or otherwise.

12. The Share Escrow Agent acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of the Share Escrow Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity.

13. The Share Escrow Agent agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity mutatis mutandis.

14. In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this letter of indemnity (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15), days (or such longer period as may be mutually agreed upon by the Disputing Parties in writing) after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with SEBI circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circulars**") and provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India. Any reference of the Dispute to arbitration under this Letter of Indemnity shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the parties under this Letter of Indemnity.

The arbitration shall be conducted as follows:

i. the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**"). The MCIA Rules are incorporated by reference into this Clause 14 and capitalized terms used in this Clause 14 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;

ii. all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

iii. the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 14 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) Working Days of the receipt of the second arbitrator's confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

iv. the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the Fee Letter;

v. the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitration tribunal enter upon reference, as prescribed under the Arbitration Act. Further, in the event that despite the best efforts by the Disputing Parties, the award is not passed within such twelve (12) month period, the Disputing Parties agree that such period will automatically stand extended for a further period of six (6) months, without requiring any further consent of any of the Disputing Parties. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

vi. the arbitration award shall state the reasons in writing on which it was based;

vii. the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

viii. the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

ix. the arbitrators shall have the power to award interest on any sums awarded;

x. the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and

xi. nothing in this Clause 14 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

15. All capitalised terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer and the Share Escrow Agreement dated September 16, 2026. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.

16. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Managers. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any termination/ amendment to the Share Escrow Agreement and provide the Book Running Lead Managers a copy of such termination/ amendment.

17. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

18. Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as follows, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email).

In case of the Book Running Lead Managers:

AXIS CAPITAL LIMITED
Axis House, 1st Floor
Pandurang Budhkar Marg, Worli, Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 2183
E-mail: moneyview.ipo@axiscap.in
Attention: Vilma Gangahar

BOFA SECURITIES INDIA LIMITED
Ground Floor, A Wing, One BKC, G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel: +91 22 6632 8000
Email: dg.moneyview_ipo@bofa.com
Attention: Sayantan Bhattacharyya

IIFL CAPITAL SERVICES LIMITED
24th Floor, One Lodha Place, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013, Maharashtra, India
Tel: +91 22 4646 4728
Email: mb.compliance@iiflcap.com
Attention: Nipun Goel

KOTAK MAHINDRA CAPITAL COMPANY LIMITED
1st Floor, 27 BKC
Plot No. C – 27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051 Maharashtra, India
Tel.: +91 22 4336 0000
E-mail: moneyview.ipo@kotak.com
Attention: Arun Mathew

In case to the Share Escrow Agent:

MUFG INTIME INDIA PRIVATE LIMITED
(Formerly Link Intime India Private Limited)
C-101, Embassy 247
Lal Bahadur Shastri Marg, Vikhroli (West)
Mumbai, Maharashtra 400 083
Attention: Haresh Hinduja, Head-Primary Market
Tel: +91 22 4918 6000
Email: ipo.team@in.mpms.mufg.com

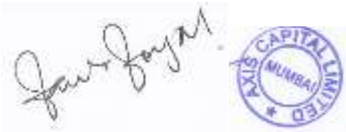
IN WITNESS WHEREOF, THIS LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT EXECUTED BY MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT

SIGNED FOR AND ON BEHALF OF MUFG INTIME INDIA PRIVATE LIMITED (Formerly Link Intime India Private Limited)

Authorized signatory
Name: Sumit Dudani
Designation: Deputy Head – Primary Market

IN WITNESS WHEREOF, THIS LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT EXECUTED BY MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT

SIGNED FOR AND ON BEHALF OF AXIS CAPITAL LIMITED



Authorised Signatory

Name: Gaurav Goyal
Designation: Executive Director
Contact Number: + 91 22 43252176
E-mail: gaurav.goyal@axiscap.in

IN WITNESS WHEREOF, THIS LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT EXECUTED BY MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT

SIGNED FOR AND ON BEHALF OF BOFA SECURITIES INDIA LIMITED

Authorised Signatory

Name: Mandar Donde
Designation: Managing Director, Head of India Corporate and Investment Banking

IN WITNESS WHEREOF, THIS LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT EXECUTED BY MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT

SIGNED FOR AND ON BEHALF OF IIFL CAPITAL SERVICES LIMITED (FORMERLY KNOWN AS IIFL SECURITIES LIMITED)

____

Authorised Signatory
Name: Nishita Mody
Designation: SVP

IN WITNESS WHEREOF, THIS LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT EXECUTED BY MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT

SIGNED FOR AND ON BEHALF OF KOTAK MAHINDRA CAPITAL COMPANY LIMITED

Authorised Signatory
Name: Gesu Kaushal
Designation: Managing Director – Equity Corporate finance