

**INDEMNITY AND EXIT AGREEMENT**

**BY AND AMONG**

**CAPILLARY TECHNOLOGIES INTERNATIONAL PTE. LTD.**

**ITS SHAREHOLDERS**

**AND**

**CAPILLARY TECHNOLOGIES INDIA LTD.**

**DATED June 17, 2025**

## INDEMNITY AND EXIT AGREEMENT

This Indemnity and Exit Agreement (this “**Agreement**”) is entered into as of June 17, 2025 (“**Execution Date**”).

By and among:

1. **CAPILLARY TECHNOLOGIES INTERNATIONAL PTE. LTD.**, a private company incorporated in Singapore, having its registered address at 160 Robinson Road, #20-03, Singapore Business Federation Center, Singapore 068914 (hereinafter referred to as the “**Company**”);
2. **THE SHAREHOLDERS OF THE COMPANY**, as set out in **SCHEDULE 1**;
3. **CAPILLARY TECHNOLOGIES INDIA LTD.**, a public limited company incorporated under the Companies Act, 1956 (India), having its registered address at #360, bearing PID No: 101/360, 15th Cross Rd, Sector 4, HSR Layout, Bengaluru, Karnataka, India 560102 (hereinafter referred to as “**Capillary India**”)

Each individually referred to as a “Party” and collectively as the “Parties”, and a reference to a Party shall, unless the context requires otherwise, mean and include its successors and permitted assigns. However, Capillary India shall only be a Party for the purposes of Clause 6 of this Agreement (and to the extent relevant to that clause, Clauses 7 (*Notice*) to 11 (*Miscellaneous*) of this Agreement) and the rest of this Agreement shall not give rise to rights or obligations on the part of Capillary India. Once the period during which Clause 6 of this Agreement is capable of imposing ongoing obligations on Capillary India comes to an end, Capillary India shall no longer be a party to this Agreement.

### WHEREAS

- A. Capillary India, the Company’s Subsidiary on the date of this Agreement, is preparing for the India Listing and the shareholders’ agreement between the Parties and others will soon be terminated.
- B. Now, therefore, the Parties are entering into this Agreement to record their final, complete and correct mutual understanding with respect to an indemnity and enforceability in relation to Article 151A(1) of the constitution of the Company adopted on or around the date of this Agreement (**Constitution**).

### NOW THEREFORE IT IS AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, capitalized words and expressions shall have the meanings given to them in the body of this Agreement or otherwise, the Constitution. In the interpretation of this Agreement, the rules set out in Article 2 of the Constitution shall apply unless otherwise indicated by the context.

#### 2. EFFECTIVE DATE

This Agreement shall be effective from the date that it obtains agreement from each of the Financial Investors and the Company and shall be dated on that date (“**Effective Date**”) and shall bind each of the Parties which signs this Agreement from the Effective Date including any Parties that sign this Agreement after the Effective Date.

### 3. EXIT COMMITMENT

Each Shareholder agrees that they will not bring a claim against the Company that Article 151A(1) of the Constitution or any part of it is unenforceable and should any part of it be held to be unenforceable, each Shareholder shall do all things reasonably required of them to ensure that an enforceable mechanism consistent with the intent of such provisions is adhered to for the benefit of each Party to this Agreement and any right of a Shareholder that is a Party to this Agreement under such provisions may be exercised by them as an agreement between the Shareholders that are Parties to this Agreement.

### 4. INDEMNITY

4.1 Each EO1 Participating Shareholder and EO2 Participating Shareholder, as the case may be (“**Indemnifying Party**”) hereby agrees to, on a several but not joint basis, indemnify, reimburse, defend and hold harmless the Company and/or its Affiliates, directors, consultants, representatives, officers, agents, and employees (each an “**Indemnified Party**”) against and in respect of any and all Taxes, any notice of any claim pursuant to any assessment, administrative or appellate or court proceedings, for or in respect of any and all Taxes, including any demand for payment by any Tax authority (“**Tax Claims**”) and any reasonable costs and expenses (including counsel and advisor fees) incurred by any Indemnified Party in relation to such Taxes or Tax Claims (“**Losses**” or “**Loss**”) incurred or suffered, by the Indemnified Party in any manner, due to, or arising out of, or arising in connection with:

- (i) any breach or inaccuracy in the Tax Warranties or the Alternate Tax Warranties provided by such Indemnifying Party, as the case may be;
- (ii) an Alternate Tax Position adopted by the Company or any tax exemptions or relief claimed under tax treaties or the (Indian) Income-tax Act, 1961 (including any rules, notifications and/or circulars issued thereunder) in relation to Exit Option 1 and/or Exit Option 2 (including the EO1 Funding and/or the EO2 Funding), as the case may be, provided that the indemnity under this sub-clause (ii) shall only apply to the relevant Indemnifying Party in respect of which the Alternate Tax Position/ exemption/ relief has been adopted and shall not apply to any other Indemnifying Party. It is clarified that if any Alternate Tax Position adopted by the Company or any tax exemptions or relief claimed under tax treaties, as above, has been adopted in relation to or for the benefit of more than 1 (one) Indemnifying Party, the indemnification obligations of each Indemnifying Party would be computed on a pro-rata basis in proportion to the benefit enjoyed by each Indemnifying Party on account of such Alternate Tax Position, exemption and/or relief.

4.2 The aggregate liability of each Indemnifying Party to indemnify under Clauses 4 and 5, shall be limited to the amount of the funds actually received by such Shareholder in relation to the relevant transaction in respect of which such Losses have arisen (including the EO1 Funding and/or the EO2 Funding). The liability of each Indemnifying Party under Clauses 4 and 5 shall be valid for any Loss (including any Tax Claim), which arises or is received, incurred or suffered, on or prior to the expiry of 5 (five) years from the end of the financial year in which the capital reduction for any exit pursuant to Exit Option 1 or Exit Option 2 is undertaken (“**Claim Period**”) in relation to the relevant Indemnifying Party, and it is clarified that any claim in relation to such Loss (including any Tax Claim) that arises or is received, incurred or suffered, on or prior to the expiry of the Claim Period shall survive the Claim Period. It is hereby clarified that the liability of the relevant Indemnifying Party to indemnify Losses shall be valid even after the Claim Period, in respect of matters in relation to which a proceeding is initiated by the relevant Governmental Authority on or prior to the expiry of the Claim Period (although the Losses may materialize after the expiry of the Claim Period) until the passing of a final, non-appealable order thereagainst or where any order in relation thereto is appealable, no appeal thereagainst has been filed up to the last date of the statutory period of limitation for filing of such an appeal, as the case may be.

4.3 Any indemnity payments required to be made under Clauses 4 or 5 to an Indemnified Party (the “**Base Payment**”), shall be increased by an additional amount (the “**Additional Payment**”), such that the sum of the Base Payment and the Additional Payment shall, after deducting from such payments the amount of all Taxes (including but not limited to withholding taxes) required to be paid in respect of such payments, be equal to the Base Payment.

## 5. PROCEDURE FOR DEALING WITH TAX CLAIMS

5.1 If any Indemnified Party/ies receives a written notice of assertion or commencement of any claim, demand, action, proceeding or suit by any Governmental Agency (including a Tax Claim) with respect to which an Indemnifying Party is obligated to provide indemnification pursuant to Clauses 4 or 5 (a “**Claim**”), such Indemnified Party/ies shall give notice of such Claim to the relevant Indemnifying Party/ies within 3 (three) Business Days of receipt of such notice (“**Tax Notice Intimation**”).

5.2 The relevant Indemnifying Party/ies shall have the right (but not the obligation) to choose to defend and/or settle such Claim at its discretion, or to require the Company to assume defense of the Claim as the case may be, and the relevant Indemnifying Party/ies shall notify the same to the relevant Indemnified Party/ies within 7 (seven) Business Days of receipt of Tax Notice Intimation (or within such shorter period to ensure timely response to the relevant Governmental Agency issuing the Claim). In case no such notification is received by the relevant Indemnified Party/ies from the relevant Indemnifying Party/ies within the period specified in this Clause 5.2, the relevant Indemnified Party/ies shall have the right to settle the Claim and invoke the indemnity obligations under this Agreement.

5.3 If the relevant Indemnifying Party/ies exercises the right to defend the Claim, it shall do so, with a suitable counsel and/or tax advisors of the Company’s choosing, provided that:

- (i) where any EO1 Participating Shareholder or EO2 Participating Shareholder, as the case may be, other than the relevant Indemnifying Party/ies, would be impacted by the position sought to be adopted by such Indemnifying Party/ies with respect to such Claim, then the relevant Indemnifying Party/ies, acting reasonably and in good faith, will consult, as appropriate, with the Company and such other EO1 Participating Shareholder or EO2 Participating Shareholder, as the case may be regarding the position to be adopted by such Indemnifying Party/ies with respect to such Claim;
- (ii) where a single Indemnifying Party is involved, such Indemnifying Party would have the right to take control of the defense of the Claim along with a suitable counsel and/or tax advisors of the Company’s choosing;
- (iii) where more than one Indemnifying Party is involved, the Indemnifying Parties having the obligation to indemnify more than 50% (fifty percent) of the Claim may take control of the defense of the proceedings by selecting a single Indemnifying Party to lead the defense of the Claim. If such Indemnifying Party is selected, such Indemnifying Party shall have the right to finalise submissions assertions, and arguments and to direct the strategy for defending the Claim. However, all such submissions, assertions, arguments, and strategy as part of the control of defence by such Indemnifying Party would be subject to the satisfaction of the Board of the Company with respect to factual accuracy and/or non-violation of Applicable Law;
- (iv) If the relevant Indemnifying Party/ies opt to, but fail, to take control of the defence of a Claim within the timeline contemplated within this Clause 5.3, the Company shall assume control of the defence of the Claim. Where the Company takes control of the defense of a Claim, the relevant Indemnifying Party/ies shall (a) be kept informed of all material updates relating to the proceedings, (b) be entitled to review notices, submissions and other documents relating

to the Claim, (c) be consulted in good faith with regard to the manner of defense; and (d) no settlement of any Claim shall be made by the Company without the prior written consent of the relevant Indemnifying Party/ies, acting reasonably; and

- (v) To clarify, the provisions of Clause 5 shall apply to defense of the Claim at any levels, including appellate levels, provided that the relevant Indemnifying Party/ies shall have the right to require the Indemnified Parties/Company to prefer appeal(s) against any Claim under Applicable Law, only if the relevant Indemnifying Party/ies obtain a 'should level opinion' from a Big Four Firm or other reputable firm or reputable tax counsel selected by the Company confirming a positive outcome of such matter ultimately.

5.4 The relevant Indemnified Party/ies shall co-operate with the relevant Indemnifying Party/ies and provide all information, documents and other assistance as may be reasonably required for the purposes of the relevant Indemnifying Party/ies defending any Claim in accordance with this Clause 5 and the relevant Indemnifying Party/ies shall co-operate with the relevant Indemnified Party/ies and provide all information, documents and other assistance as may be reasonably required for the purposes of the relevant Indemnified Party/ies defending any Claim in accordance with this Clause 5.

5.5 If the Indemnifying Party/ies choose to settle the Claim, it shall intimate the relevant Indemnified Party/ies of its choice to settle the Claim and the Company shall do all such acts necessary to settle the Claim and invoke the indemnity obligations under this Agreement. If some (and not all) of the relevant Indemnifying Party/ies wish to settle the Claim, the Company shall settle such portion of the Claim and continue to defend the rest of the Claim if permissible under Applicable Law. If such partial settlement is not permissible under Applicable Law or such partial settlement may adversely impact other EO1 Participating Shareholders or EO2 Participating Shareholders, as the case may be, such Indemnifying Party/ies who wish to settle the Claim may pay the indemnity amount (including interest up to the date of settlement calculated on a reasonable pro-rata basis) to the Company and the Company shall, acting reasonably, hold or deposit or pay such amount in protest to the relevant Governmental Agency and shall continue to defend the entire Claim. In such case, the other Indemnifying Party/ies who have opted to defend the Claim shall bear all costs and expenses (including interest on the Claim) that arise on account of defending the Claim, and the Indemnifying Party/ies that had opted to settle the Claim shall not be liable for any such costs and expenses (including interest on the Claim). In the event of a positive outcome, any refund of Taxes would be made in accordance with Clause 5.9 below. This paragraph shall also apply to settlement of Claim at any level including appellate levels. In case the relevant Indemnified Party is a Person other than the Company and the Company is not permitted from doing such acts as contemplated in this Clause 5.5, the relevant Indemnified Party shall do all such acts contemplated to be undertaken by the Company under this Clause 5.5, subject to Applicable Law.

5.6 All deposits, payments or guarantees required to be made with any Governmental Agency in respect of any Claim (whether the Company defends the Claim or not) shall be made by the relevant Indemnifying Party/ies and/or paid in advance to the relevant Indemnified Party/ies, if such Indemnified Party/ies are required by Applicable Law to make such deposit, payment or guarantee in its/ their name except where such deposits, payments or guarantees in relation to such Claim has been stayed or any injunction has been obtained thereagainst. The relevant Indemnified Party/ies shall use best efforts to obtain or co-operate with the relevant Indemnifying Party/ies in obtaining, as the case may be, such an order of stay or injunction, unless otherwise agreed in writing with the relevant Indemnifying Party/ies. In the event that there is any delay by the relevant Indemnifying Party/ies in making such payments in accordance with this Clause 5.6, such Indemnifying Party/ies shall be liable for interest, penalty and/or additional costs or expenses arising on account of such delay.

5.7 In the event the Indemnified Party/ies or the Indemnifying Party/ies, as the case may be, seek to defend a Claim and are unable to successfully defend such Claim, the relevant Indemnifying Party/ies shall pay the amount equal to the Loss suffered by the Indemnified Party/ies pursuant to the Claim, to the relevant Indemnified Party/ies within a period of 30 (thirty) days thereof or such shorter period

within which the Indemnified Party/ies are required to pay the Claim to the relevant Governmental Agencies as per Applicable Law, except where the recovery of such a Claim or any portion thereof has been stayed or an injunction obtained thereagainst. To clarify, the exception shall apply only to the extent the Claim has been stayed and to the extent the Claim has not been stayed, such portion shall be paid by the Indemnifying Party/ies as set forth in this paragraph.

- 5.8 In the event that any Governmental Approval is required to be obtained by an Indemnifying Party in relation to its indemnification obligations under Clauses 4 or 5, such Indemnifying Party undertakes to obtain such Governmental Approval.
- 5.9 If an Indemnified Party receives any refund (including by way of adjustment against any other outstanding Tax demand) from any Tax authority with respect to any matter in respect of which an Indemnifying Party has made an indemnity payment to such Indemnified Party under this Clause, then it shall forthwith pay such refund (net of applicable Taxes and reasonable costs of recovering such a refund) to the concerned Indemnifying Party. However, if the refund pertains to the Indemnifying Parties who had opted to settle the Claim as referred to in Clause 5.5, the Company shall deduct Defense Costs from the refund amount to be paid to the Indemnifying Party, which shall be distributed proportionately amongst the Indemnifying Parties who did not opt to settle the Claim in the proportion of the refunds due to them. For the purpose of this Clause, “DEFENSE COSTS” means (X) interest on refund and (Y) the additional costs borne by the Indemnifying Parties who did not opt to settle the Claim which otherwise would have been borne by such Indemnifying Parties had they not so opted to settle the Claim.
- 5.10 If an Indemnified Party is entitled to claim any Tax benefit owing to the Loss liable to be indemnified hereunder, based on a ‘should level opinion’ from a Big Four Firm or other reputable firm or reputable tax counsel selected by the Company, then the amount of such Tax benefit shall be reduced from any indemnity payment to be made by the relevant Indemnifying Party/ies, under this Clause 4, provided that such reduction against any indemnity payment shall not be made unless the Tax benefit has been received in cash or set-off against any other outstanding demand against such Indemnified Party on or before the time the indemnity payment is required to be made by the relevant Indemnifying Party/ies. Where such Tax benefit is received or set-off against any outstanding demand against such Indemnified Party after the relevant indemnity payment is made, an amount equivalent to such Tax benefit will be paid by such Indemnified Party to the relevant Indemnifying Party/ies (net of applicable Taxes and reasonable costs of obtaining such Tax benefit). In case an Indemnified Party is entitled to claim any such Tax benefit on account of any Loss which is subject to indemnification under Clauses 4 or 5 by one or more Indemnifying Parties (“**First Parties**”) and such Tax benefit has not been received by such Indemnified Party, but has been set-off by the relevant Governmental Authority against any Claim in relation to any other Indemnifying Party/ies (other than the First Parties) (“**Second Parties**”), such Indemnified Party shall not pay such Tax benefit to the First Parties unless and until the Second Parties indemnify such Indemnified Party for the amount forming part of the Claim relating to the Second Parties.

## **6. INFORMATION IN RELATION TO SUBSIDIARIES**

Up to the date of filing of the red herring prospectus with Registrar of Companies, Karnataka at Bengaluru in connection with India Listing (but not thereafter) and subject to SEBI ICDR Regulations and SEBI PIT Regulations, the Board of the Company shall have the right to receive and request the following information in relation to Capillary India on behalf of the Company:

- 6.1 unaudited monthly financial statements, including cash flow statements certified by the chief financial officer of Capillary India within 15 (fifteen) Business Days of the end of each month;
- 6.2 unaudited quarterly financial statements, including cash flow statements certified by the chief financial officer of Capillary India within 30 (thirty) Business Days of the end of each quarter;

- 6.3 audited financial statements, including cash flow statements of Capillary India within 60 (sixty) Business Days of the end of the relevant Financial Year;
- 6.4 monthly operational reports/Management information system reports within 15 (fifteen) Business Days of the end of each month;
- 6.5 minutes of the board and shareholders' meetings of Capillary India within 15 (fifteen) Business Days of the concerned meeting;
- 6.6 Notification of any key management changes or changes/cancellation of material contracts and any such event which are likely to have a material impact on the business of Capillary India; and
- 6.7 such additional information as may be requested by the Board of the Company.

## 7. NOTICE

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it by facsimile to the number set forth below or by delivering it by hand, mail or courier to the address set forth below or in **SCHEDULE 1**. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by facsimile, upon transmission; or (iii) when sent by mail with acknowledgment due, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iv) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider; or (v) for electronic mail Notification with return receipt requested, upon the obtaining of a valid return receipt from the recipient. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone, regular mail or electronic mail to the Person to whom such communication by facsimile was addressed, each communication made by it by facsimile pursuant hereto but the absence of such confirmation by telephone, regular mail or electronic mail shall not affect the validity of any such facsimile communication.

### If to the Company:

Name : Capillary Technologies International Pte Ltd.  
Address : 160 Robinson Road, #20-03, Singapore Business Federation Center, Singapore 068914  
Attention : Ramendra Kumar Pandey  
Email : ram.bonvivant@gmail.com/ legal@capillarytech.com

### If to Capillary India:

Name : Capillary Technologies India Ltd.  
Address : 360, bearing PID No:101/360, 15th Cross Rd, Sector 4, HSR Layout, Bengaluru,  
Karnataka 560102, India  
Attention : Anant Choubey  
Email : [anant.choubey@capillarytech.com](mailto:anant.choubey@capillarytech.com)

### If to the Founder:

Address : Villa Number 80 RBD Stillwaters situated at Silver County Road, Beside Harlur Lake,  
Bengaluru - 560102  
Email : [aneesh@capillarytech.com](mailto:aneesh@capillarytech.com)

## **8. CONFIDENTIALITY**

- 8.1 Each Party shall keep all information relating to each other Party and this Agreement (collectively referred to as the “Information”) confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning this Agreement and/or the transactions herein, without the prior approval of the investors; provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under Applicable Law subject to providing a prior written notice of 14 (fourteen) Business Days to the other Parties. Subject to Applicable Law, such prior notice shall also include (i) details of the information intended to be disclosed along with the text of the disclosure language, if applicable; and (ii) the disclosing Party shall also cooperate with the other Parties to the extent that such other Parties may seek to limit such disclosure, including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the other Parties.
- 8.2 Nothing in this Clause 8 shall restrict any Party from disclosing Information for the following purposes:
- (i) To the extent that such Information is in the public domain other than by breach of this Agreement;
  - (ii) To the extent that such Information is required to be disclosed by any Applicable Law, stated policies or standard practice of the Investors or which is required to be disclosed to any Governmental Agency to whose jurisdiction such Party is subject or with whose instructions it is customary to comply;
  - (iii) To the extent that any Information is later acquired by such Party from a source not obligated to any other Party hereto or its Affiliates, to keep such Information confidential;
  - (iv) Insofar as such disclosure is reasonably necessary to such Party’s employees, directors or professional advisers, provided that such Party shall procure that such employees, directors or professional advisers treat such Information as confidential and are under appropriate non-disclosure obligations;
  - (v) To the extent that any of such Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto;
  - (vi) To the extent that any information, materially similar to the Information has been independently developed by such Party without reference to any Information furnished by any other Party hereto; and
  - (vii) At any time in the event that any Investor is desirous of Transferring its Shares.

## **9. GOVERNING LAW**

This Agreement shall be governed by and be construed in accordance with the laws of Singapore, without regard to the principles of conflicts of laws.

## **10. DISPUTE RESOLUTION**

- 10.1 If any dispute or difference arises between any of the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by any Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt

shall continue for not less than 30 (thirty) Business Days, gives a written notice thereof of 30 (thirty) Business Days to the other Party in writing.

- 10.2 All disputes, differences or claims arising out of or in connection with this Agreement including, any question regarding its existence, validity, construction, performance, termination or alleged violation which is not resolved under Clause 10.1 herein above shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. A Party seeking to commence arbitration under this Clause 10.2 shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other Parties hereto.
- 10.3 The seat of such arbitration shall be in Singapore and all proceedings shall be conducted in the English language.
- 10.4 The Parties in dispute shall jointly appoint a sole arbitrator mutually acceptable to such Parties. In the event of failure to agree upon a sole arbitrator within 30 (thirty) Business Days from the date of notice referred to Clause 10.2 herein above, one arbitrator each shall be appointed by each of the disputing Parties. The two arbitrators so appointed shall appoint a third arbitrator who shall act as the chairman of the arbitration tribunal.
- 10.5 To the extent the disputing Parties are unable to agree to appoint an arbitrator, within 14 (fourteen) Business Days following submission of the dispute under the Arbitration Rules, the disputing Parties shall forthwith approach the Singapore Arbitration Centre, which shall appoint 1 (one) arbitrator for either or both of them (as the case may be) in accordance with the rules prescribed by the Singapore International Arbitration Centre. Thereafter, Clause 10.4 above shall apply in relation to the appointment of the third arbitrator.
- 10.6 All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, shall be consolidated and determined in the same arbitration proceedings.
- 10.7 Deposits to cover the costs of arbitration shall be shared equally by the Parties thereto. The award rendered by the arbitrator or arbitrators shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the Parties shall bear such costs or in what proportions such costs shall be borne by the Parties hereto.
- 10.8 Subject to the provisions of the International Arbitration Act (Chapter 143A) of Singapore, the award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on all Parties to this Agreement, whether or not such Parties have taken part in the arbitration, shall not be subject to appeal. Any interim or other relief in support of arbitration shall be subject to the jurisdiction of the Singapore courts.
- 10.9 Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- 10.10 Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through arbitration as described in this Clause 7.

## 11. MISCELLANEOUS

- 11.1 **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Parties.
- 11.2 **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- 11.3 **Amendment/Variation:** Except as otherwise expressly provided, this Agreement may be amended only upon the written consent of holders of 75% (seventy-five percent) of the Shares held by Parties to this Agreement on a Fully Diluted Basis and the Company provided that any Shareholder whose rights are disproportionately and adversely affected shall not be bound by the amendment unless their consent is obtained for the amendment.
- 11.4 **No Assignment:** This Agreement is personal to the Parties and shall not be capable of assignment.
- 11.5 **Covenants Reasonable:** The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties and their Affiliates. If any such covenant is held to be void and as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant shall apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.
- 11.6 **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 11.7 **Severability:** If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. In the event that any provisions of this Agreement are considered illegal or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then such provisions shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provisions had (to the extent not enforceable) never been contained in this Agreement. It is hereby clarified that if the illegality has retrospective effect then such provision will be deemed to be ineffective from its incorporation in the Agreement.
- 11.8 **Costs:** Each Party shall pay all of its own costs, taxes and other incidental fees and expenses and the stamp duty in respect of execution, delivery and performance of this Agreement.
- 11.9 **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements whether oral or written, relating to such subject matter. No Party has relied upon any representation or warranty in entering this Agreement other than those expressly contained herein.
- 11.10 **Further Assurances:** Each Party shall use its best efforts to take all action and to do all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and obtain full benefits of and rights under this Agreement.
- 11.11 **No conflict:** The provisions of this Agreement and the Constitution (as far as possible) shall be interpreted in such a manner so as to give effect to all such documents, provided however, that in the event of an inconsistency between this Agreement and the Constitution, to the extent permitted by

Applicable Law, provisions of this Agreement shall prevail as between the Parties and shall govern their contractual relationship and the Parties shall cause the necessary amendments to the Constitution.

- 11.12 **Cumulative Rights:** All remedies of any Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 11.13 **No Rights under Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore:** The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not apply to this Agreement and, unless otherwise expressly provided herein, no person who is not a party to this Agreement shall have or acquire any right to enforce any term of this Agreement pursuant to that Act.
- 11.14 **Survival:** The provisions of Clause 7 (*Notice*), Clause 8 (*Confidentiality*), Clause 9 (*Governing Law*), Clause 10 (*Dispute Resolution*) and Clause 11 (*Miscellaneous*) of this Agreement, shall survive the termination of this Agreement.

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## SCHEDULE 1

### DETAILS OF SHAREHOLDERS

| S.No. | Name                        | Details For Notification  |
|-------|-----------------------------|---|
| 1.    | Abhay Rao Saheb Deshpande   | Address : Villa 73, Richmond Villa, Sun City, Langar House, Hyderabad<br>Email : abhay@recykal.com  |
| 2.    | Ajay Gupta                  | Address : 051 Romona Rd Wilmette, Il 60091, USA<br>Email : gupta.ajay787@gmail.com  |
| 3.    | Aloke Malik                 | Address : No.4, Prestige Casablanca, Old Airport Road, Bangalore – 560008.<br>Email : alokemalik@gmail.com  |
| 4.    | Anant Choubey               | Address : 14 Robinson Road, #08-01a, Far East, Finance Building, Singapore 048545<br>Email : anant.choubey@capillarytech.com  |
| 5.    | Aneesh Reddy Boddu          | Address : 80 RBD Stillwaters situated at Silver County Road, Beside Harlur Lake, Bengaluru 560102<br>Email : <a href="mailto:aneesh@capillarytech.com">aneesh@capillarytech.com</a> |
| 6.    | Anvaya Ventures, Inc.       | Address : 18 Canyonwood, Irvine, Ca, 92620, USA<br>Attention : Venkat Tadanki<br>Email : <a href="mailto:venkat@anvayaventures.com">venkat@anvayaventures.com</a>                   |
| 7.    | Avataar Venture Partners I  | Address : Apex House, 6th Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius<br>Attention : Parwatee Iyer<br>Email : parwatee.iyer@apexgroup.com                        |
| 8.    | Filter Capital India Fund I | Address : 31, Floor- 3, 240/ 242, Ajay Deep, Perin Nariman Street, Fort, Mumbai, Maharashtra 400001, India<br>Attention : Nitin Nayar<br>Email : nnayar@filtercapital.com           |
| 9.    | Harold Milton Brierley      | Address : 4324, Saint Johns Dr, Dallas, Texas 75205-4335<br>Email : hbrierley@thebrierleygroup.com  |
| 10.   | Kesri Singh                 | Address : 121 Meyer Road, #06-06, The Makena, Singapore 437932<br>Email : singhkesri@yahoo.com  |
| 11.   | Madan Mohan Nagaldinne      | Address : 19 Rock Hill Ln Scarsdale , Ny 10583, United States of America<br>Email : madan7@gmail.com  |
| 12.   | Mark Antonio De Boer        | Address : Flat 1001 345-Burj Khalifa, Po Box, 391202, Dubai, UAE<br>Email : <a href="mailto:kitodeboer@gmail.com">kitodeboer@gmail.com</a>  |
| 13.   | Neytiri Holdings            | Address : Apex House, 6th Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius<br>Attention : Sateeta Jeewoolall<br>Email : sateeta.jeewoolall@apexgroup.com /            |
| 14.   | Pandora Holdings            | Address : Apex House, 6th Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius<br>Attention : Sateeta Jeewoolall  |

| S.No. | Name  | Details For Notification   |
|-------|---|--|
|       |   | Email : sateeta.jeewoolall@apexgroup.com /   |
| 15.   | Peak XV Partners III Ltd                                    | Address : 5th Floor, Ebene Esplanade, Twenty Four, Cybercity, Ebene, Mauritius<br>Attention : The Directors<br>Email : <a href="mailto:peakxvfund3@internationalproximity.com">peakxvfund3@internationalproximity.com</a><br>with a copy to : <a href="mailto:onedesk@peakxv.com">onedesk@peakxv.com</a> |
| 16.   | Peak XV Partners Growth Investments II                      | Address : Apex House, 6 <sup>th</sup> Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius<br>Attention : The Directors<br>Email : <a href="mailto:peakxv@apexgroup.com">peakxv@apexgroup.com</a><br>with a copy to : <a href="mailto:onedesk@peakxv.com">onedesk@peakxv.com</a>               |
| 17.   | Peak XV Partners Growth Fund II Ltd                         | Address : Apex House, 6 <sup>th</sup> Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius<br>Attention : The Directors<br>Email : <a href="mailto:peakxv@apexgroup.com">peakxv@apexgroup.com</a><br>with a copy to : <a href="mailto:onedesk@peakxv.com">onedesk@peakxv.com</a>               |
| 18.   | Premila Puthanveetil Radhakrishnan                          | Address : Parc Soledad 321 Carr 342 Mayaguez, Pr 00682, USA<br>Email : <a href="mailto:premila.r116@gmail.com">premila.r116@gmail.com</a>  |
| 19.   | Qualcomm Asia Pacific Pte. Ltd.                             | Address : 9 Raffles Place, #26-01, Republic Plaza, Singapore 048619<br>Attention : Ventures<br>Email : <a href="mailto:qcv.legal@qualcomm.com">qcv.legal@qualcomm.com</a> ;<br><a href="mailto:anirvan@qti.qualcomm.com">anirvan@qti.qualcomm.com</a>  |
| 20.   | Qualcomm Incorporated                                       | Address : 2711 Centerville Rd. Suite 400, Wilmington, DE 19808, United States of America<br>Attention : Ventures<br>Email : <a href="mailto:qcv.legal@qualcomm.com">qcv.legal@qualcomm.com</a> ;<br><a href="mailto:anirvan@qti.qualcomm.com">anirvan@qti.qualcomm.com</a>                               |
| 21.   | Qualcomm Ventures LLC                                       | Address : 5775 Morehouse Drive, San Diego, CA 92121, USA<br>Attention : Ventures<br>Email : <a href="mailto:qcv.legal@qualcomm.com">qcv.legal@qualcomm.com</a> ;<br><a href="mailto:anirvan@qti.qualcomm.com">anirvan@qti.qualcomm.com</a>   |
| 22.   | Rajan Jei Anandan   | Address : 105 Greene Street, Apt 1702, Jersey City, NJ 07302<br>Email : <a href="mailto:rajan.anandan@gmail.com">rajan.anandan@gmail.com</a>   |
| 23.   | Steffen Naumann   | Address : B11, Hillgrove, 18 Cape Drive, Chung Hom Kok, Hong Kong<br>Email : <a href="mailto:steffen.naumann@berlin.de">steffen.naumann@berlin.de</a>  |
| 24.   | Tadanki Venkata Ramana                                      | Address : 18 Canyonwood Irvine, CA 92620- 1243, USA<br>Email : <a href="mailto:venkat@anvayaventures.com">venkat@anvayaventures.com</a>  |
| 25.   | Technology Incubation and Entrepreneurship Training Society | Address : Tiets, Kharagpur, West Bengal – 721, 302, India<br>Attention : the registrar<br>Email : <a href="mailto:registrar@hijli.iitkgp.ac.in">registrar@hijli.iitkgp.ac.in</a> / <a href="mailto:jregsrc@src.iitkgp.ac.in">jregsrc@src.iitkgp.ac.in</a>  |

| <b>S.No.</b> | <b>Name</b>   | <b>Details For Notification</b>  |
|--------------|---|--|
| 26.          | <b>Venkat Tadanki (Representing Aditya Tadanki special trust)</b> | Address : 18 Canyonwood, Irvine, Ca – 92620, USA<br>Email : venkat@anvayadventures.com   |
| 27.          | <b>Vidya Tadanki (Representing Anupama Tadanki special trust)</b> | Address : 18 Canyonwood, Irvine, Ca – 92620, USA<br>Email : venkat_tadanki@yahoo.com   |
| 28.          | Vijay Acharya   | Address : 44, Wychwood Avenue, Edgware, Middlesex Ha8 6th, United Kingdom<br>Email : vijay@acharyagroup.co.uk                                      |
| 29.          | Vikas Tayal   | Address : 498/34 Krishna Colony, Kath Mandi Rohtak, Haryana – 124001<br>Email : tayal.vikas@gmail.com  |
| 30.          | Vinayak Ramachandra Hegde   | Address : 7357 172nd Ave Se Bellevue Wa, 98006, 5955, USA<br>Email : vinayakrhegde@gmail.com   |
| 31.          | William Leon Jansen   | Address : 1671 Summit Ave, Saint Paul, Mn 55105-1815<br>Email : <a href="mailto:Bill.jansen@jansencomputer.com">Bill.jansen@jansencomputer.com</a> |
| 32.          | Xto10x Technologies Pte. Ltd.                                     | Address : 80 Raffles Place, #32-01, Uob Plaza, Singapore 048624<br>Attention : Mr. Saikiran Krishnamurthy<br>Email : saiki@xto10x.com              |

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

*B Aneesh Reddy*

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Aneesh Reddy Boddu  
Date of signature: 09.06.2025

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Signature

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Mark Antonio De Boer

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Entrepreneurship Training Society  
Date of signature: 09.06.2025

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Print name of Signatory  
Authorised Representative of  
XTO10X Technologies Pte. Ltd.  
Date of signature: 09.06.2025

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Harold Milton Brierley  
Date of signature: 09.06.2025

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William Leon Jansen  
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Vinayak Ramachandra Hegde  
Date of signature: 09.06.2025

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Steffen Naumann  
Date of signature: 09.06.2025

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*singhkesri*

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Kesri Singh  
Date of signature: 09.06.2025

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

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Aneesh Reddy Boddu  
Date of signature: 09.06.2025

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Signature

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Print name of Signatory  
Authorised Representative of  
Avataar Venture Partners I  
Date of signature: 09.06.2025



\_\_\_\_\_  
Signature

**Kaamna Ramphul**

\_\_\_\_\_  
Print name of Signatory  
Authorised Representative of  
Pandora Holdings  
Date of signature: 09.06.2025



\_\_\_\_\_  
Signature

**Yatin Roy Ramdenee**

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Print name of Signatory  
Authorised Representative of  
Neytiri Holdings  
Date of signature: 09.06.2025

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Print name of Signatory  
Authorised Representative of  
Peak XV Partners Growth Fund II Ltd  
Date of signature: 09.06.2025

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Peak XV Partners Growth Investments II  
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Date of signature: 09.06.2025

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Filter Capital India Fund 1  
Date of signature: 09.06.2025

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Qualcomm Asia Pacific Pte. Ltd.  
Date of signature: 09.06.2025

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Anvaya Ventures, Inc  
Date of signature: 09.06.2025

Vidya Tadanki

Date of signature: 09.06.2025

Anant Choubey

Date of signature: 09.06.2025

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Rajan Jei Anandan

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*steffen.naumann*  
Steffen Naumann  
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*Gaikiran Krishnamurthy*

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Date of signature: 09.06.2025

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Print name of Signatory  
Authorised Representative of  
Pandora Holdings  
Date of signature: 09.06.2025

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Authorised Representative of  
Neytiri Holdings  
Date of signature: 09.06.2025

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Authorised Representative of  
Peak XV Partners Growth Fund II Ltd  
Date of signature: 09.06.2025

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Authorised Representative of  
Peak XV Partners Growth Investments II  
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Peak XV Partners III Ltd  
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Filter Capital India Fund I  
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Aneesh Reddy Boddu  
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Parwatee Iyer  
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Authorised Representative of  
Avataar Venture Partners I  
Date of signature: 09.06.2025

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Date of signature: 09.06.2025

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Print name of Signatory  
Authorised Representative of  
Peak XV Partners Growth Investments II  
Date of signature: 09.06.2025



Signature

Satyadeo Bissessur

Print name of Signatory

Authorised Representative of  
Peak XV Partners III Ltd  
Date of signature:

Signature

Print name of Signatory

Authorised Representative of  
Filter Capital India Fund 1  
Date of signature: 09.06.2025

Signature

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Print name of Signatory

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Date of signature: 09.06.2025

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Print name of Signatory

Authorised Representative of  
Anvaya Ventures, Inc  
Date of signature: 09.06.2025

Vidya Tadanki

Date of signature: 09.06.2025

Anant Choubey

Date of signature: 09.06.2025

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Aneesh Reddy Boddu  
Date of signature: 09.06.2025

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Authorised Representative of  
Neytiri Holdings  
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\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Resmah Choomka  
\_\_\_\_\_  
Print name of Signatory  
Authorised Representative of  
Peak XV Partners Growth Fund II  
Ltd Date of signature: 09.06.2025

Resmah Choomka  
\_\_\_\_\_  
Print name of Signatory  
Authorised Representative of  
Peak XV Partners Growth Investments II  
Date of signature: 09.06.2025

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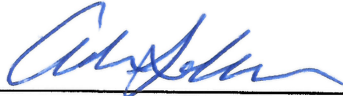


Signature



Print name of Signatory

Authorised Representative of  
Qualcomm Asia Pacific Pte. Ltd.  
Date of signature: 09.16.2025



Signature



Print name of Signatory

Authorised Representative of  
Qualcomm Ventures LLC  
Date of signature: 09.16.2025



Signature



Print name of Signatory

VP & Legal Counsel of Qualcomm  
Incorporated  
Date of signature: 09.16.2025

Signature

Print name of Signatory

Authorised Representative of  
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Date of signature: 09.06.2025

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