



महाराष्ट्र MAHARASHTRA

2023

CA 634725

प्रधान मुद्रांक कार्यालय, मुंबई.  
प.मु.वि.क्र. १००००७  
- 8 AUG 2023  
सदम अधिकारी

श्रीमती सुपना चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED ON SEPTEMBER 6, 2023 FORMING PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 6, 2023 ENTERED BY AND AMONGST ZAGGLE PREPAID OCEAN SERVICES LIMITED, SELLING SHAREHOLDERS (AS DEFINED IN THE SHARE ESCROW AGREEMENT) AND KFIN TECHNOLOGIES LIMITED (FORMERLY KNOWN AS KFIN TECHNOLOGIES PRIVATE LIMITED).

003445

खोडपत्र-१ / Affidavit  
17 AUG 2023

केवल प्रतिज्ञापनासाठी / Only for Affidavit

सुटिक क्रमांक / Sales Register Serial No./Date

सुटिक खिंडी खरेदी करणारे / खरेदी करणारी याची  
Stamp Purchaser's Name/Place of  
Residence & Signature

की राज्यात / मालकी स्थान / सुटिक क्रमांक

परमाणु क्रमांक / पत्र क्रमांक - 00000000

की-३, हेतू / खरेदी करणारी याची / खरेदी करणारी याची  
एक/अथवा दोन/अधिक/कमी मालकी, एम.टी.डी,  
मासिक (दिवस), सुटिक-०००००००

17 AUG 2023

या खोडपत्रासाठी / याची सुटिक / खरेदी करणारी याची / याची खरेदी करणारी  
सुटिक / खरेदी करणारी याची / याची खरेदी करणारी याची

Tel.: 29007359 / Mob.: 9820141006



Chhaya R. Rowat (Adv.)  
A-1, Kailash Puri, Opp. SBI  
Bank, Vasai (E), Dist. Palghar



महाराष्ट्र MAHARASHTRA

2023

68AA 808341



श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED ON SEPTEMBER 6, 2023 FORMING PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 6, 2023 ENTERED BY AND AMONGST ZAGGLE PREPAID OCEAN SERVICES LIMITED, SELLING SHAREHOLDERS (AS DEFINED IN THE SHARE ESCROW AGREEMENT) AND KFIN TECHNOLOGIES LIMITED (FORMERLY KNOWN AS KFIN TECHNOLOGIES PRIVATE LIMITED).

001613

23 AUG 2023

जोड़पत्र-9/Annexure-1

फरका प्रमाणपत्रकारी/Only for Affidavit

सुरांश किरी नोट वरी अनु, कर्जा/दिवाले  
Sales Register Serial No/Date

सुरांश किरी वरकरने नोड व रीरिणी पल व वरी  
Stamp Purchaser's Name/Place of  
Residence & Signature

23 AUG 2023

श्री दावानल गणपत शिंदे वरकरनाथक सुरांश किरीर

वरकरनाथक (अन. प्रस. वरी) - 40000000

वी-3, डेपु वरकरनाथक वरकरनाथक अरुण विहार अरुणव्य वरकरनाथक,  
एच. एम. सी. वरकरनाथक गणे, एच. एम. सी. रोड,  
कलकट (परिधान), मुंबई-400 011

वरी वरकरनाथक वरकरनाथक सुरांश किरीर वरकरनाथक वरकरनाथक वरकरनाथक  
सुरांश किरी वरकरनाथक वरकरनाथक वरकरनाथक वरकरनाथक वरकरनाथक

Tel: 28807359 / Mob.: 9820541096

Chhaya R. Rowal (Adv.)  
A-1, Kalash Puri, Opp. SBI,  
Bank, Vasai (E), Dist. Palghar



महाराष्ट्र MAHARASHTRA

2023

68AA 808342

प्रमाण सुदृढ कार्यालय, मुंबई.  
प.सु.चि.क्र. ८०००००७  
17 AUG 2023  
सहाय्य अधिवारी

श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED ON SEPTEMBER 6, 2023 FORMING PART OF THE SHARE ESCROW AGREEMENT DATED SEPTEMBER 6, 2023 ENTERED BY AND AMONGST ZAGGLE PREPAID OCEAN SERVICES LIMITED, SELLING SHAREHOLDERS (AS DEFINED IN THE SHARE ESCROW AGREEMENT) AND KFIN TECHNOLOGIES LIMITED (FORMERLY KNOWN AS KFIN TECHNOLOGIES PRIVATE LIMITED).

001614

23 AUG 2023

जोड़पत्र-१ / Annexure-1  
फक्त एफिड्यावजासाठी / Only for Affidavit  
गुडानुम रजिस्ट्रार ऑफिस वरती असून, प्रमाणित दिनांक  
Sales Register Serial No/Date  
गुडानुम रजिस्ट्रार ऑफिस वरती असून, प्रमाणित दिनांक  
Stamp Purchaser's Name/Place of  
Residence & Signature

23 AUG 2023

Chhaya R. Rowat (Adv.)  
A-1, Kailash Park, Opp. SBI,  
Bank, Vasai (E), Dist. Palghar

श्री राजेश अशोक शिंदे परवलासकर गुडानुम विक्रेता  
परवलासकर एच.एस.सी. - 20000009  
डी-3, वेणु कल्लोडक टाउन, अहमद नगर मंडळ, वाडगाव,  
एच.एस.सी. कान्हेरवाडा जमी, एच.सी. रोड,  
वाडगाव (बीकानेर), गुडानुम - 300 204  
एच.एस.सी. कान्हेरवाडा जमी, गुडानुम - 300 204  
गुडानुम विक्रेता कान्हेरवाडा, मंडळ अहमद नगर, जिल्हा पालघर 401 203  
Tel.: 25807359 / Mob.: 9820141099



## LETTER OF INDEMNITY

Date: September 6, 2023

To

<b>ICICI Securities Limited</b> ICICI Venture House Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India	<b>Equirus Capital Private Limited</b> 12th Floor, C Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai 400 013, Maharashtra, India
<b>IIFL Securities Limited</b> 10th Floor, IIFL Centre Kamala City, Senapati Bapat Marg Lower Parel (West) Mumbai 400 013 Maharashtra, India	<b>JM Financial Limited</b> 7th Floor, Cnergy Appasaheb Marathe Marg, Prabhadevi Mumbai 400 025 Maharashtra, India

(collectively, the “**Lead Managers**” or the “**BRLMs**”)

Dear Sirs,

**Re: Letter of indemnity (“Letter of Indemnity”) in favour of the Lead Managers pursuant to the share escrow agreement entered into amongst Zaggie Prepaid Ocean Services Limited (the “Company”), the Selling Shareholders and KFin Technologies Limited (formerly known as KFin Technologies Private Limited) (the “Share Escrow Agent”) dated September 6, 2023.**

The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of INR 1 each of the Company (the “**Equity Shares**”), comprising a primary (fresh) issue of Equity Shares by the Company aggregating up to INR 3,920 million (the “**Fresh Issue**”) and an offer for sale of up to 10,449,816 Equity Shares (“**Offer for Sale**”) comprising (i) up to 1,529,677 Equity Shares by Raj P Narayanam and up to 1,529,677 Equity Shares by Avinash Ramesh Godkhindi (the “**Promoter Offered Shares**”), (ii) up to 2,830,499 Equity Shares by VenturEast Proactive Fund LLC, Up to 2,046,026 Equity Shares by GKFF Ventures, up to 538,557 Equity Shares by VenturEast SEDCO Proactive Fund LLC and Up to 118,040 Equity Shares by Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund) (the “**Investor Offered Shares**”) and (iii) up to 1,765,540 Equity Shares by Zuzu Software Services Private Limited, and up to 91,800 Equity Shares by Koteswara Rao Meduri (the “**Other Offered Shares**”, and together with the Promoter Offered Shares and the Investor Offered Shares the “**Offered Shares**”), as set out in Schedule A (such offer for sale, the “**Offer for Sale**”) (the Fresh Issue together with the Offer for Sale, the “**Offer**”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”) and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company in consultation with the Lead Managers (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions in compliance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933 (the “**U.S. Securities Act**”), and (ii) outside the United States and India, to eligible investors in “offshore transactions” as defined in, and in compliance with, Regulation S and in accordance with applicable laws of the jurisdictions where those offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Lead Managers, on a discretionary basis in accordance with the SEBI ICDR Regulations. The Company, in consultation with the Lead Managers have undertaken a pre-IPO placement for an amount of INR 980 million at a price decided by the Company in consultation with the Lead Managers. Accordingly, the amount raised from the Pre-IPO Placement is reduced from the Fresh Issue in compliance with Applicable Law.

KFin Technologies Limited (formerly known as KFin Technologies Private Limited) has been

appointed as the share escrow agent (the “**Share Escrow Agent**”) in relation to the Offer by the Company, and the Selling Shareholders, in consultation with Lead Managers in accordance with the Share Escrow Agreement dated September 6, 2023 entered into by us with the Company and the Selling Shareholders (the “**Agreement**”). The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI and other Applicable Law, in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations, responsibilities, duties and the consequences of any default on its part.

The Share Escrow Agent acknowledges that the Lead Managers may be exposed to liabilities or losses if the Share Escrow Agent fails to comply with any of its duties, obligations and responsibilities under the Agreement and other legal requirements applicable to it in relation to the Offer.

The Share Escrow Agent undertakes to each of the Lead Managers that it shall act with due diligence, care and skill while discharging its duties, obligations and responsibilities under the Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the Lead Managers to: (i) implement all written instructions, including electronic instructions, in respect of the Offer and the terms of the Agreement; (ii) provide all notices and intimations to the Lead Managers as contemplated under the Agreement and this Letter of Indemnity; (iii) ensure that the Escrow Demat Account (as defined in the Agreement) will not be operated in any manner and for any other purpose other than as provided in the Agreement; (iv) ensure compliance with all Applicable Law; and (v) comply with the terms and conditions of the Agreement and this Letter of Indemnity.

Further, pursuant to the provisions of the Agreement and in consideration of its appointment as the ‘Share Escrow Agent’ (as indicated hereinabove), the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity in favor of the Lead Managers to indemnify, at all times, each of the Lead Managers and their Affiliates and each of their respective employees, directors, officers, managers, advisors, agents, successors, permitted assigns, representatives and 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 (each such Person, a “**Lead Manager Indemnified Party**”), for any and all losses, liabilities, demands, claims, writs, suits, proceedings, claims for fees, actions, awards, judgments, damages, costs, interest costs, charges, penalties and expenses, legal expenses including but without limitation attorney’s fees and court costs or other professional fees arising out of a breach or alleged breach and all other liabilities of the Share Escrow Agent’s representations, obligations, or error or omissions or failure, negligence, wilful default, bad faith, fraud or misconduct on the part of the Share Escrow Agent to deliver or perform the services contemplated, under the Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby absolutely, irrevocably and unconditionally undertakes and agrees to keep each Lead Manager Indemnified Party, fully indemnified, at all times, from and against any liabilities, claims, writs, actions, causes of action, damages, suits, demands, proceedings, claims for fees, costs, interest costs, charges, penalties expenses (including, without limitation, interest, penalties, attorney fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses (“**Losses**”), of whatsoever nature made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Lead Manager Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any failure, deficiency, error, any breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or 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 arising out of the acts or omissions, error, failure, any delay, negligence, fraud, misconduct, bad faith, wilful default or deficiency 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 and/or if any information provided by the Share Escrow Agent to the Lead Managers 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. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each of the Lead Manager Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental 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 Lead Managers 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 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, judicial, quasi-judicial, statutory, governmental or regulatory authority or a court of law.

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.

The Share Escrow Agent hereby agrees that failure of any Lead Manager Indemnified Party to exercise part of any of its right 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 Lead Manager Indemnified Party of any of its rights established herein. 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*.

This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry or termination of the Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses set out in the Agreement and shall be in addition to any other rights that each of the Lead Managers may have at common law, equity and/or otherwise.

The Share Escrow Agent acknowledges and agrees that each of the Lead Managers shall have all the rights specified under the provisions of the 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 Agreement or this Letter of Indemnity. Further, the Company and the Selling Shareholders entering into the Agreement is sufficient consideration for issuing this Letter of Indemnity in favour of the Lead Managers.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Offer Documents.

All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between the terms of the Agreement and this Letter of Indemnity, this Letter of Indemnity will prevail, *vis-à-vis* the contents mentioned therein.

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

Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall be conducted by a panel of

three arbitrators (one to be appointed by the Company), one to be appointed by the Registrar, and the third arbitrator to be appointed by the two arbitrators so appointed within 15 days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event that the claimant(s), on the one hand, or the respondent(s), on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as mentioned herein, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration (seat & venue) shall take place in Mumbai, India. The arbitral award shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. The courts at Mumbai, India, shall have the sole and exclusive jurisdiction over all the disputes arising out of the arbitration proceedings mentioned herein above. Notwithstanding the power of the arbitrator(s) to grant interim relief, the disputing Parties shall have the power to seek appropriate interim and/or appellate reliefs from the courts of Mumbai only.

This Letter of Indemnity may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

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 certified or registered mail, postage prepaid or transmitted by e-mail and properly addressed as follows:

**If to the Lead Managers:**

<b>ICICI Securities Limited</b> ICICI Venture House Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India	<b>Equirus Capital Private Limited</b> 12th Floor, C Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai 400 013, Maharashtra, India
<b>IIFL Securities Limited</b> 10th Floor, IIFL Centre Kamala City, Senapati Bapat Marg Lower Parel (West) Mumbai 400 013 Maharashtra, India	<b>JM Financial Limited</b> 7th Floor, Cnergy Appasaheb Marathe Marg, Prabhadevi Mumbai 400 025 Maharashtra, India

**If to the Share Escrow Agent:**

**KFin Technologies Limited (formerly known as KFin Technologies Private Limited)**

Selenium Tower B, Plot No. 31 & 32,  
Financial District, Nanakramguda,  
Serilingampally Mandal,  
Hyderabad 500 032,  
Telangana, India  
Tel: +91 40 6716 22 22  
E-mail: einward.ris@kfintech.com  
Attention: M. Murali Krishna

All notices, requests, demands or other communications required or permitted under this Letter of Indemnity shall: (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by e-mail, be deemed given when electronically confirmed; be deemed given when received.

Yours sincerely,

*This signature page forms an integral part of the Letter of Indemnity to BRLMs by KFin Technologies Limited pursuant to the Share Escrow Agreement entered into by and among Zagle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Sedco Proactive Fund LLC, VenturEast Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), GKFF Ventures, Zuzu Software Services Private Limited, Koteswar Rao Meduri, and KFin Technologies Limited in relation to the initial public offering of equity shares of Zagle Prepaid Ocean Services Limited*

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

For and on behalf of **ICICI SECURITIES LIMITED**

*Sumit Singh*



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**Authorized Signatory**

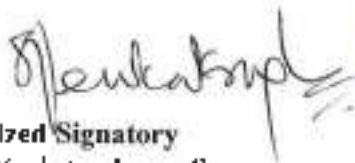
Name: Sumit Kumar Singh

Designation: AVP

*This signature page forms an integral part of the Letter of Indemnity to BRLMs by KFin Technologies Limited pursuant to the Share Escrow Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayamam, Avinash Ramesh Godkhindi, VenturEast Sedco Proactive Fund LLC, VenturEast Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), GKFF Ventures, Zuzu Software Services Private Limited, Koteswar Rao Maduri, and KFin Technologies Limited in relation to the initial public offering of equity shares of Zaggie Prepaid Ocean Services Limited*

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

For and on behalf of **EQUIRUS CAPITAL PRIVATE LIMITED**



**Authorized Signatory**

Name: Venkatraghavan S.

Designation: Managing Director ECM

Date: September 06, 2023

*This signature page forms an integral part of the Letter of Indemnity to BRLMs by KFin Technologies Limited pursuant to the Share Escrow Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Sedco Proactive Fund LLC, VenturEast Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), GKFF Ventures, Zuzu Software Services Private Limited, Koteswar Rao Meduri, and KFin Technologies Limited in relation to the initial public offering of equity shares of Zaggie Prepaid Ocean Services Limited*

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

For and on behalf of **IIFL SECURITIES LIMITED**



---

**Authorized Signatory**

Name: Shirish Chikalge

Designation: Senior Vice President

*This signature page forms an integral part of the Letter of Indemnity to BRLMs by KFin Technologies Limited pursuant to the Share Escrow Agreement entered into by and among Zagle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Sedco Proactive Fund LLC, VenturEast Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), GKFF Ventures, Zuzu Software Services Private Limited, Koteswar Rao Meduri, and KFin Technologies Limited in relation to the initial public offering of equity shares of Zagle Prepaid Ocean Services Limited*

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

For and on behalf of **JM FINANCIAL LIMITED**

A handwritten signature in blue ink, appearing to read 'S. Kaushik', is written over a circular blue stamp. The stamp contains the text 'JM FINANCIAL LIMITED' around the perimeter and 'Member' in the center.

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**Authorized Signatory**

Name: Sugandha Kaushik

Designation: Director

*This signature page forms an integral part of the Letter of Indemnity to BRLMs by KFin Technologies Limited pursuant to the Share Escrow Agreement entered into by and among Zagle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Sedco Proactive Fund LLC, VenturEast Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), GKFF Ventures, Zuzu Software Services Private Limited, Koteshwar Rao Meduri, and KFin Technologies Limited in relation to the initial public offering of equity shares of Zagle Prepaid Ocean Services Limited*

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

For and on behalf of **KFIN TECHNOLOGIES LIMITED**


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**Authorized Signatory**

Name: M.Murali Krishna

Designation: Vice President