

**THIRD AMENDMENT AGREEMENT TO THE INVESTMENT AGREEMENT DATED
DECEMBER 13, 2014**

DATED OCTOBER 8, 2021

AMONGST

RADIANT CASH MANAGEMENT SERVICES PRIVATE LIMITED

AND

COL. DAVID DEVASAHAYAM

AND

DR. RENUKA DAVID

AND

ASCENT INDIA FUND III



தமிழ்நாடு சீமெலநாடு TAMILNADU
23 SEP 2021

23 SEP 2021

Radiant Cash Management Services Ltd
Chennai

CL 337086
M. PREMAKANTHI
STAMP VENDOR
184 V.K. HIGH ROAD, T. NAGAR, CHENNAI
CHENNAI-600 034

This third amendment agreement dated October 8, 2021 ("Third Amendment Agreement" or "Agreement") to the Investment Agreement dated December 13, 2014, as amended, among:

- A. **RADIANT CASH MANAGEMENT SERVICES LIMITED** (formerly known as *Radiant Cash Management Services Private Limited*), a company incorporated under the Companies Act, 1956 and having its registered office at No. 28, Vijayaraghava Road, T Nagar, Chennai- 600017 (hereinafter referred to as the "**Company**", which expression shall include its successors and permitted assigns) of the **FIRST PART**;
- B. **COL. DAVID DEVASAHAYAM**, son of Major Yovan Devasahayam, aged about 61 years, residing at Plot No.20, 5th Avenue, V G P Golden Beach Part I, Injambakkam, Chennai - 600041, holding Indian passport number Z2634481 (hereinafter referred to as "**Promoter 1**", which expression shall, unless it be repugnant to the subject or context, include his heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**;
- C. **DR. RENUKA DAVID**, wife of Col. David Devasahayam, aged about 56 years, residing at Plot No.20, 5th Avenue, V G P Golden Beach Part I, Injambakkam, Chennai - 600041, holding Indian passport number Z2825930 (hereinafter referred to as "**Promoter 2**", which expression shall, unless it be repugnant to the subject or context, include her heirs, executors, administrators, successors and permitted assigns) of the **THIRD PART**;

AND



2





தமிழ்நாடு தமிழ்நாடு TAMILNADU 23 SEP 2021



Radiant Cash Management Services Ltd
Chennai

CL 337087
M. Premasathi
M. PREMASATHI
STAMP VENDOR
183, V.K. HIGH ROAD, NUNGAMBAKKAI
CHENNAI-600 034.

- D. ASCENT INDIA FUND III, through its duly appointed manager, Ascent Capital Advisors India Private Limited, a company incorporated and existing under the Companies Act, 1956 and having its registered office at No.1, Ali Asker Road, Bangalore – 560 052, (“Ascent Capital” which expression shall, unless it be repugnant to the subject or context include its successors and permitted assigns) and Axis Trustees Limited, (“Axis Trustee” which expression shall, unless it be repugnant to the subject or context thereof, include, its successors and permitted assigns) having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400025 and a Corporate office at The Ruby, 2nd Floor, South Wing, 29 Senapati Bapat Marg, Dadar West, Mumbai -400028, the appointed Trustees of ACA Private Equity Trust, a trust established under the Indian Trusts Act, 1882 and registered with the Securities and Exchange Board of India as a venture capital fund (“ACA PET” which expression shall, unless it be repugnant to the subject or context thereof, include, its successors and permitted assigns), the said ACA PET through its scheme the “Ascent India Fund III” (hereinafter referred to as the “Investor”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its legal heirs, successors-in-interest and permitted assigns);



[Handwritten signature]

[Handwritten signature]

3

[Handwritten signature]

[Handwritten signature]



In this Agreement, unless the context otherwise requires:

- (i) Promoter 1 and Promoter 2 are collectively referred to as the “**Promoters**” and individually as a “**Promoter**”.
- (ii) **Ascent India Fund III** through its duly appointed manager, Ascent Capital Advisors India Private Limited, is referred to as the “**Investor**”.
- (iii) The Promoters and Investor are collectively referred to as the “**Parties**” and individually a “**Party**”.

WHEREAS:

1. The Company, Promoters, and Investor had entered into an investment agreement dated December 13, 2014, which was further amended by amendment agreement dated January 20, 2015 (“**Investment Agreement**”) to record their understanding and agreement regarding their respective rights and obligations under the Investment Agreement.
2. The Company is considering, subject to necessary approvals and market conditions, an initial public offering of its Equity Shares, and proposed listing of the Equity Shares on BSE Limited and the National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) (the “**IPO**” or the “**Offer**”). The Offer may include a fresh issue of Equity Shares by the Company (“**Fresh Issue**”) and an offer for sale of Equity Shares by existing shareholders (“**Offer for Sale**”).
3. In this connection, on September 23, 2021, the Parties have executed a second amendment to the Investment Agreement to (i) amend certain provisions of the Investment Agreement, and (ii) issue and record certain waivers by respective Parties of certain terms under the Investment Agreement (“**Second Amendment**”).
4. The Parties now desire amend certain other terms of the Investment Agreement to reflect the updated commercial understanding of the Parties in relation to the IPO and Offer, subject to the terms and conditions as contained under this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

5. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

- 5.1. Unless the context otherwise requires, capitalized terms used in any part of this Agreement, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meanings as ascribed to such terms in the Investment Agreement (as amended by Second Amendment and this Agreement).
- 5.2. The rules of interpretation applicable in terms of Clause 1.2 of the Investment Agreement shall apply *mutatis-mutandis* to this Agreement.
- 5.3. The provisions of this Agreement shall come into effect and be binding on and from the date of execution of this Agreement (“**Effective Date**”).
- 5.4. In the event of any inconsistency between the provisions of this Agreement and any provisions of the Investment Agreement and Second Amendment, the provisions of this Agreement shall prevail.



4



6. AMENDMENTS TO THE INVESTMENT AGREEMENT

- 6.1. Clause 17 of the Investment Agreement is hereby *deleted its entirety* and *substituted* with the following:

"17 Transfer of Shares to the Promoters.

17.1 As on the Effective Date, the Investor holds 37.21% of the Share Capital of the Company on a Fully Diluted Basis.

17.2 Immediately prior to filing of RHP, the Investor agrees to Transfer to the Promoters, such number of Equity Shares held by the Investor, as set out below:

S. No.	Promoter	No. of Equity Shares
1.	Promoter 1	36,45,121 (Thirty Six Lakhs Forty Five Thousand One Hundred and Twenty One only)

17.3 The Equity Shares being Transferred to the Promoters are herein referred to as "Transferred Shares". Consideration for Transfer of Transferred Shares shall be deemed to be the performance of the Company and agreed deletion of Clause 17 of the Investment Agreement and the Parties agree to undertake all steps as may be necessary, to complete the Transfer of Transferred Shares, including provision of relevant information and furnishing delivery instruction slip to the relevant depository participant prior to RHP.

17.4 Any tax liability arising out of or in connection with Transfer of Transferred Shares, as may be levied under applicable laws, shall be borne solely by the Promoter 1. The Promoters hereby agree to indemnify, defend and hold the Investor harmless for any tax claims which may arise or a proceeding to which Investor is made a party in connection with Transfer of Transferred Shares.

17.5 In the event, the IPO is not consummated prior to the IPO Long Stop Date, then the Promoter 1 shall transfer the Transferred Shares to the Investor within 1 (one) month from the IPO Long Stop Date and Parties agree to undertake all actions, as may be necessary and permissible under applicable law, to ensure the Investor continues to hold 37.21% of the Share Capital of the Company (as held on the Execution Date)."

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
- it is duly incorporated or organized and existing under the Laws of the jurisdiction of its incorporation or organization and that the execution and delivery by it of this Agreement has been duly authorized by all necessary corporate or other action;
 - the execution, delivery and performance of this Agreement by it will not violate any provision of its organizational or governance documents; and
 - this Agreement and any other document to be executed by it pursuant or in connection with this Agreement will, when executed by it, constitute its valid and binding obligations, in accordance with their respective terms.

8. GOVERNING LAW AND DISPUTE RESOLUTION

The Parties hereby agree that the provisions of Clause 32 (*Dispute Resolution*) and 37.4 (*Governing Law and Jurisdiction*) of the Investment Agreement shall apply mutatis mutandis to this Agreement.



5



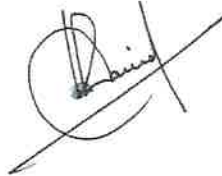
9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person.

10. MISCELLANEOUS

- 10.1. The provisions of Clause 35 (*Notices*) of the Investment Agreement shall apply *mutatis mutandis* to this Agreement.
- 10.2. This Agreement shall not be modified or waived except in writing executed by all Parties to this Agreement.
- 10.3. As of and from the date of this Agreement, this Agreement forms an integral part of the Investment Agreement, and when read with the Investment Agreement, contains the whole agreement among the Parties relating to the transactions contemplated by this Agreement read with the Investment Agreement and Second Amendment, and supersedes all previous agreements between the Parties. Save as agreed in this Agreement, all other terms and conditions of the Investment Agreement shall remain unchanged and shall continue remain in full force and effect and binding on the Parties.

[remainder of this page intentionally left blank]



Handwritten initials or mark in black ink.



This signature page forms an integral part of the Third Amendment Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED FOR AND ON BEHALF OF RADIANT CASH MANAGEMENT SERVICES LIMITED

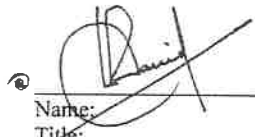
By: 
Name: _____
Title: _____



This signature page forms an integral part of the Third Amendment Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.


SIGNED BY COL. DAVID DEVASAHAYAM

By: 
Name: _____
Title: _____

This signature page forms an integral part of the Third Amendment Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.


SIGNED BY DR. RENUKA DAVID

By:  _____
Name:
Title:

This signature page forms an integral part of the Third Amendment Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED FOR AND ON BEHALF OF ASCENT INDIA FUND III

By: 
Name: Vasanthakumar - A.P.
Title: Partner.

