

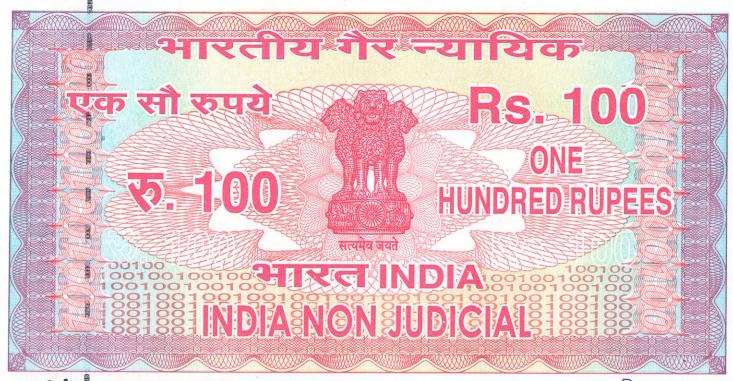
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Radiant Cash Management Services Limited Chennai 11 NOV 2022 AV) 962625

R. SHANNEGAVALL

STAMP VENDOR L/No. 1090/B4/CH(C) 2021-9 62 / 107, Rama Street, Nungambakkam, Chennai - 600 034. Mobile: 9445361496

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE ADDENDUM TO REGISTRAR AGREEMENT DATED $7^{\rm TH}$ DECEMBER, 2022 ENTERED INTO BY AND AMONG THE RADIANT CASH MANAGEMENT SERVICES LIMITED, THE PERSONS MENTIONED IN SCHEDULE I AND LINK INTIME INDIA PRIVATE LIMITED



தமிழ்நாடு तमिलनाडु TAMILNADU

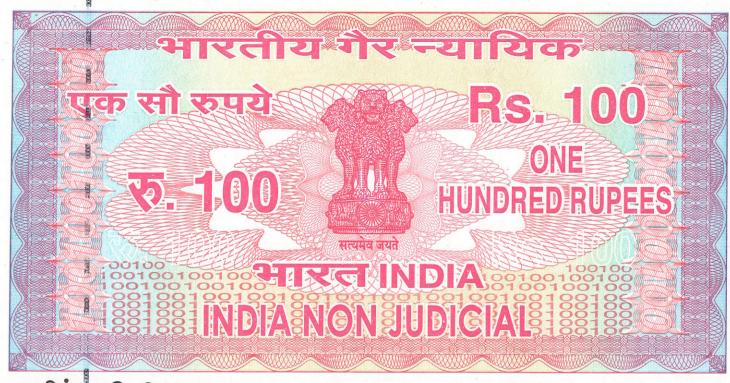
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मार्थिक तिमलनाडु TAMILNADU

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REGISTRAR AGREEMENT

DATED

DECEMBER 7, 2022

BY AND AMONG

RADIANT CASH MANAGEMENT SERVICES LIMITED

AND

COL DAVID DEVASAHAYAM

AND

ASCENT CAPITAL ADVISORS INDIA PRIVATE LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED

ADDENDUM TO REGISTRAR AGREEMENT

This Addendum to Registrar Agreement (this "Addendum") made on this seventh day of December, 2022 at Chennai, amongst:

1) Radiant Cash Management Services Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at No. 28, Vijayaraghava Road, T. Nagar, Chennai 600 017 (hereinafter, referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the FIRST PART;

AND

2) **COL DAVID DEVASAHAYAM**, a citizen of India, aged 62 years having PAN AGBPD8627K and residing at Radiant Villa, Plot No. 20, 5th Avenue, V.G.P. Golden Beach, Phase I Injambakkam, Chennai, Tamil Nadu, India 600041 (hereinafter referred to as "**Promoter Selling Shareholder**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors in interest and permitted assigns");

AND

3) **ASCENT CAPITAL ADVISORS INDIA PRIVATE LIMITED**, a private limited company incorporated under the laws of India a company incorporated and existing under the Act and having its registered office at No:1, Ali Askar Road, Off Palace Road, (In front of Bala Brooie Guest House), Bangalore - 560 052 is the duly appointed manager of Unit Trust of India Investment Advisory Services Ltd A/C Ascent India Fund III. "UTI IAS" having its registered office at UTI Tower, Gn Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, 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 (hereinafter collectively referred to as the "**Investor Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

4) Link Intime India Private Limited a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, India (hereinafter referred to as the "Registrar" or "Registrar to the Offer"), 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.

The Company, the Selling Shareholders and the Registrar are individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

Pursuant to Registrar Agreement dated October 4, 2021 ("Registrar Agreement") entered amongst the Parties, wherein the Parties had stipulated the term and conditions with respect to the initial public offering of the equity shares of the Company ("Equity Shares"), comprising of fresh issue of Equity Shares by the Company ("Fresh Issue") and an offer for sale of Equity Shares by the Selling Shareholders ("Offered Shares", and such offer for sale, the "Offer for Sale"). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder (the "Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other applicable laws including the UPI Circulars (defined hereunder), at such price as may be determined through the book building process ("Book Building Process") as prescribed in Schedule XIII of the SEBI ICDR Regulations (the "Offer Price"). The Parties hereto desire to now make certain amendments thereto which are set out hereunder:

NOW THEREFORE, IN VIEW OF THE FOREGOING AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Definition and Interpretation

Subject to and as otherwise provided in this Addendum and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined or construed under Clause 1 of the Registrar Agreement shall have the same meanings or construction in this Addendum.

2. Amendments to the Registrar Agreement

The following amendments to the Registrar Agreement shall take effect as of the date of this Addendum:

2.1. The Schedule I of the Registrar Agreement shall be amended and read as mentioned under Annexure A of this Addendum.

3. Binding Agreement

All other terms and covenants in the Registrar Agreement shall continue to remain valid and binding on the Parties except as amended herein. To the extent that any of the terms and covenants contained in this Addendum may contradict or may be in conflict with the terms and covenants of the Registrar Agreement, it is expressly agreed hereto that the terms of this Addendum shall take precedence and supersede the terms and covenants of the Registrar Agreement.

4. Further Assurance

For the avoidance of doubt all clauses of the Registrar Agreement, to the extent not modified by this Addendum, are hereby incorporated into this Addendum mutatis mutandis, shall continue in full force and effect and shall continue to govern the rights, obligations and duties of all the parties and other persons bound thereunder.

5. Counter Parts

This Addendum may be executed in counterparts which when taken together shall constitute one and the same document.

6. Entire Addendum

This Addendum constitutes the entire agreement of the parties hereto with respect to the amendments to the Registrar Agreement set forth herein

7. Governing Law

This Addendum shall be governed by, and construed in accordance with the laws of India and the Courts in Chennai shall have sole and exclusive jurisdiction. The Clauses pertaining to Governing Law and Arbitration under the Agreement shall mutatis mutandis apply to this Addendum

IN WITNESS THEREOF, this Agreement has been executed by the Parties or their duly authorised signatories the day and year first above written.

[Reminder of Page Intentionally Left Blank]

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE ADDENDUM TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMOUNG THE COMPANY, PROMOTER SELLING SHAREHOLDER AND THE INVESTOR SELLING SHAREHOLDER AND REGISTRAR

SIGNED BY FOR AND ON BEHALF OF RADIANT CASH MANAGEMENT SERVICES LIMITED

(Authorised Signatory)

Name: Col. David Devasahayam

Designation: Chairman and Managing Director

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SIGNED BY COL. DAVID DEVASAHAYAM

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SINGED BY FOR AND ON BEHALF OF ASCENT CAPITAL ADVISORS INDIA PRIVATE LIMITED

ADVISO

ASCENT CAPITAL

Name of Authorised Signatory:

Vasanthakumar A P Partner THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE ADDENDUM TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMOUNG THE COMPANY, PROMOTER SELLING SHAREHOLDER AND THE INVESTOR SELLING SHAREHOLDER AND REGISTRAR

SINGED BY FOR AND ON LINK INTIME INDIA PRIVATE LIMITED



Name of Authorised Signatory: Dnyanesh Gharote

Designation: Vice President

ANNEXURE A

[The Schedule I as provided in the Registrar Agreement, shall be read and replaced as follows:]

S. No.	Name of the Selling	Details of Selling shareholders	Date of	Date of	Number of
	Shareholder		Board	Consent	equity shares
			Resolution	Letter	offered
1.	Col. David	Promoter Selling Shareholder	N.A.	September	Up to
	Devasahayam			28, 2021	10,125,000
2.		Ascent India Fund III is a	September	September	Up to
		scheme of ACA Private Equity	23, 2021	28, 2021	23,000,000
		Trust, a trust established under	and	and	
		the Indian Trusts Act, 1882,	December	December	
		which is registered as a venture	5, 2022	7, 2022	
		capital fund ("VCF") with			
	Unit Trust of India	SEBI. Unit Trust of India			
	Investment Advisory	Investment Advisory Services			
	Services Limited a/c	Limited is the trustee of ACA			
	Ascent India Fund	Private Equity Trust and its			
	III ("Ascent	registered office is situated at			
	Capital")	UTI Tower GN Block, Bandra			
		Kurla Complex, Bandra (East)			
		Mumbai 400 051, Maharashtra,			
		India. Ascent Capital Advisors			
		India Private Limited is the duly			
		appointed manager of Ascent			
		India Fund III.			