

தமிழ்நாடு மிலநாடு TAMILNADU

23 SEP 2021

Radiant Cash Management Services Ltd
Chennai

CL 337077
M. *Premavathi*
M. PREMAVATHI
STAMP VENDOR L.No. 41/2000
184, V.K. HIGH ROAD, NUNGAMBAKKAM
CHENNAI-600 034.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY DATED OCTOBER 4, 2021 TO THE BOOK RUNNING LEAD MANAGERS - IIFL SECURITIES LIMITED, MOTILAL OSWAL INVESTMENT ADVISORS LIMITED, AND YES SECURITIES (INDIA) LIMITED BY LINK INTIME PRIVATE LIMITED (THE "REGISTRAR") PURSUANT TO THE AGREEMENT ENTERED INTO AMONGST LIMITED (THE "COMPANY"), THE SELLING SHAREHOLDERS, AND THE REGISTRAR

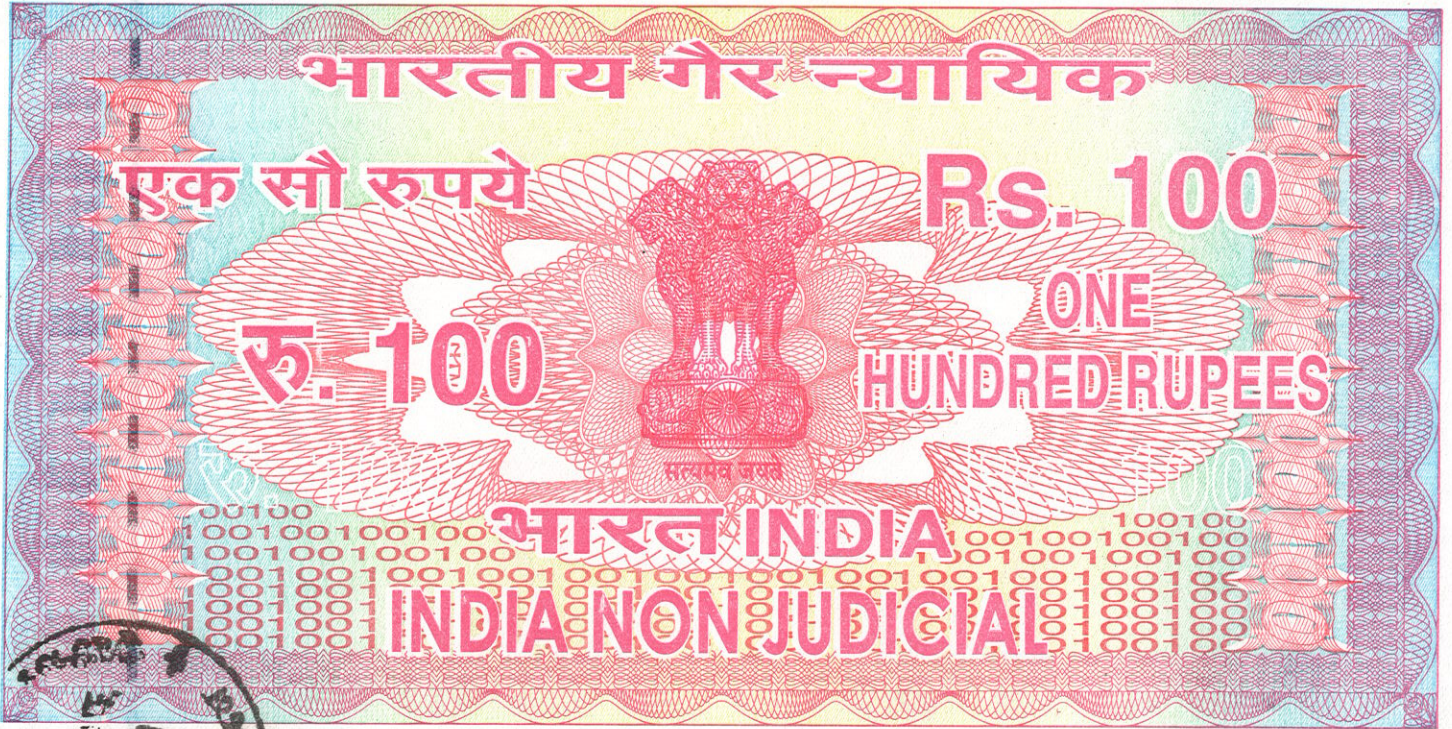


தமிழ்நாடு தமில்நாடு TAMILNADU 23 SEP 2021

Radiant Cash Management Services Ltd
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CL 337078
M. Premavathi
M. PREMAVATHI
STAMP VENDOR L No. 41/200
184, V.K. HIGH ROAD, NUNGAMBAKK
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Handwritten circular stamp in Tamil: 'தமிழ்நாடு மிலநாடு' (Tamil Nadu Mil Nadu) and '2021'.

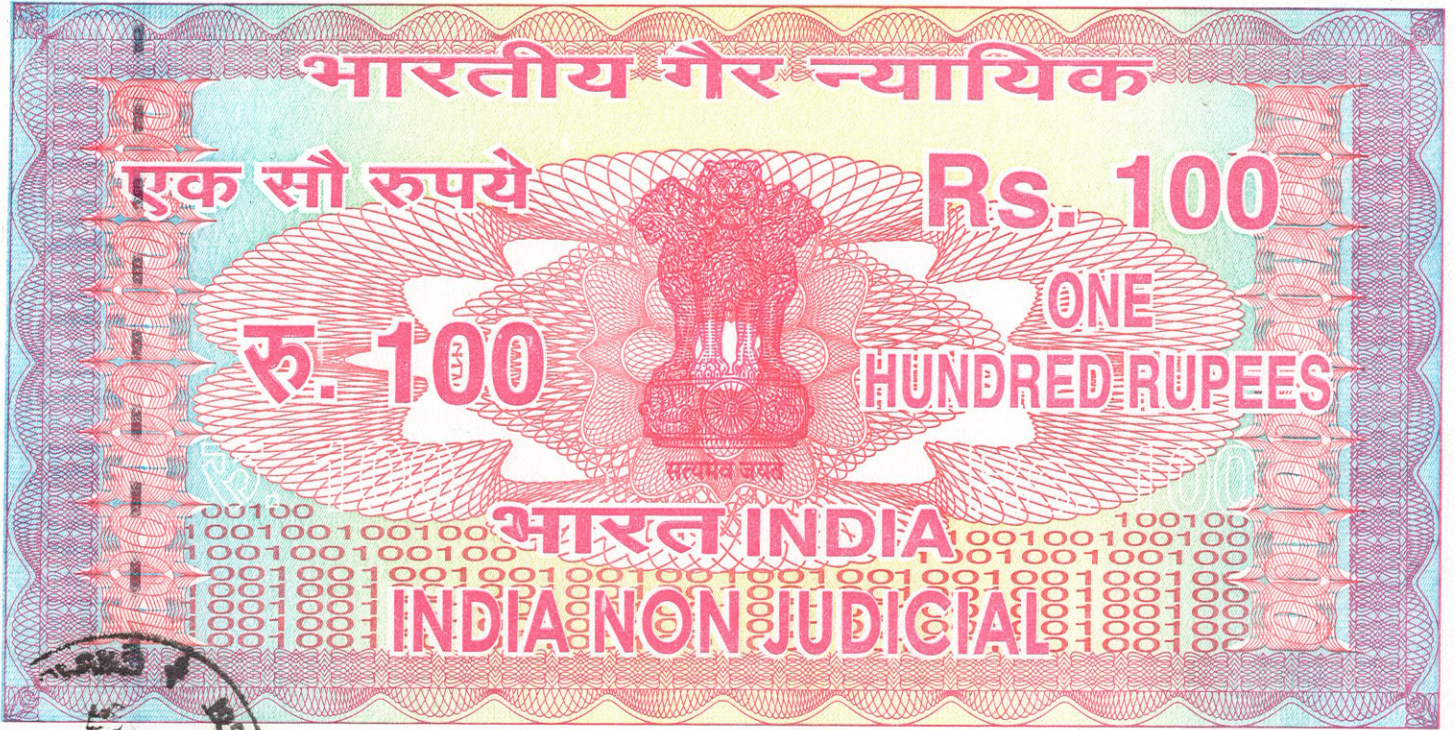
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CL 337081

M. PREMAVATHI

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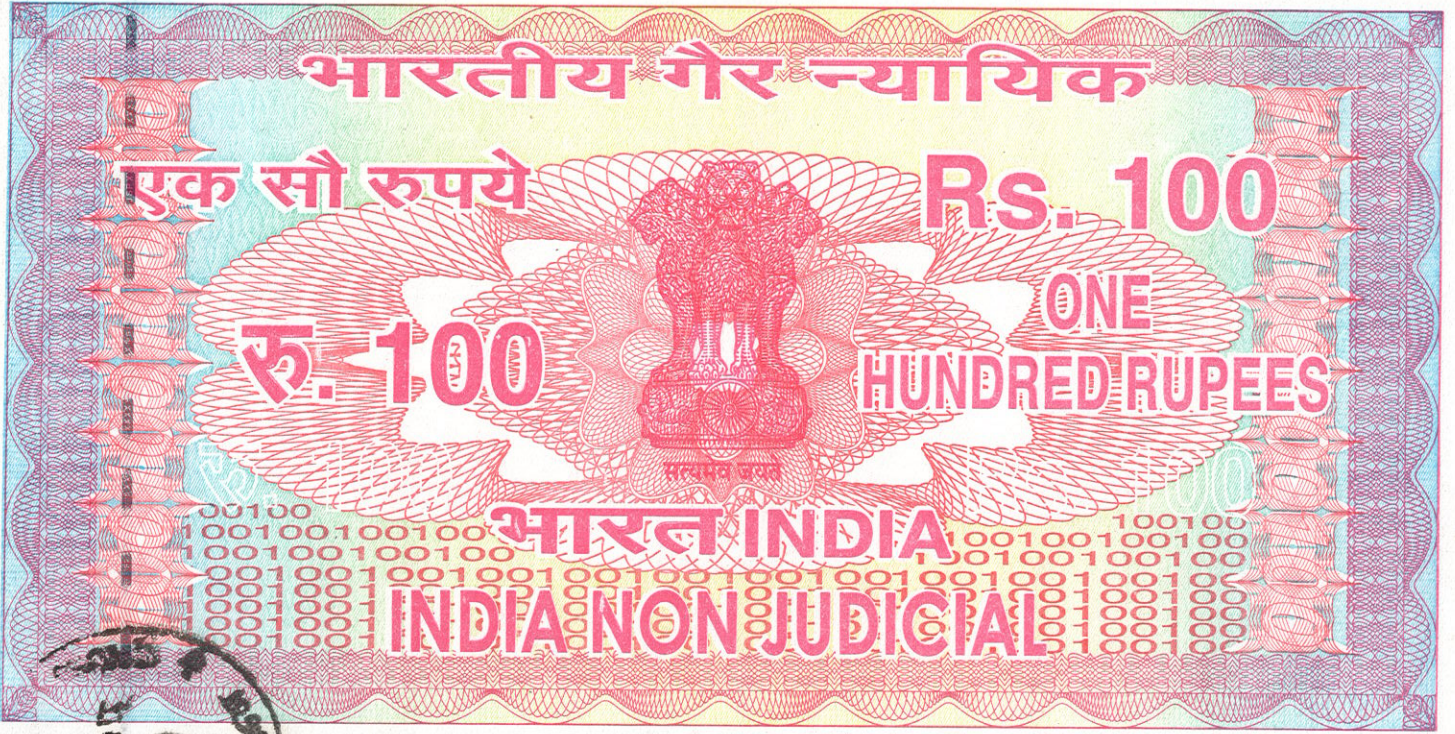


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ANNEXURE A

LETTER OF INDEMNITY

Date: October 4, 2021

IIFL Securities Limited

10th Floor, IIFL Centre, Kamala City
Senapati Bapat Marg
Lower Parel (W)
Mumbai - 400013
Maharashtra, India

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower,
Rahimtullah, Sayani Road
Opposite Parel ST Depot, Prabhadevi
Mumbai - 400 025
Maharashtra, India

YES Securities (India) Limited

2nd Floor, YES Bank House
Off Western Express Highway
Santacruz East, Mumbai 400 055

(IIFL Securities Limited, Motilal Oswal Investment Advisors Limited and YES Securities (India) Limited are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)

Re: Letter of indemnity to the Book Running Lead Managers by Link Intime India Private Limited (“Letter of Indemnity”) pursuant to the agreement entered into between Radiant Cash Management Services Limited (the “Company”), the Selling Shareholders and Link Intime India Private Limited (the “Registrar”) dated October 4, 2021 (the “Registrar Agreement”)

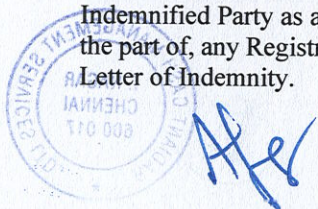
Ladies and Gentlemen,

1. The Company and the Selling Shareholders (as defined in the Registrar Agreement) proposes to undertake an initial public offering of equity shares of face value ₹ 10 each of the Company (“**Equity Shares**”) comprises of, (a) a fresh issue of up to such number of Equity Shares by the Company (“**Fresh Issue**”); and (b) an offer for sale of up to such number of Equity Shares aggregating by the Selling Shareholders (the “**Offer for Sale**”), in accordance with the Companies Act, 2013 and the rules made thereunder (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable law (“**Offer**”), 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 by the Company and the Selling Shareholder, in consultation with the Book Running Lead Managers to the Offer (“**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), as amended (“**Regulation S**”); or (iii) outside the United States and India, in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Managers, on a discretionary basis in accordance with the SEBI ICDR Regulations.
2. The Company and the Selling Shareholder, after consultation with the Book Running Lead Managers, have approached the Link Intime India Private Limited to act as the registrar to the Offer in compliance with Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”), SEBI ICDR Regulations and other applicable laws. The terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by



limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity.

8. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
9. Accordingly, the Registrar hereby irrevocably undertakes and agrees that in case of any failure, deficiency, error, fraud, misconduct, wilful default, negligence or bad faith, if any, in performing its duties, obligations and responsibilities, breach or alleged breach of any provision of law, regulation or order of any court, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or of any of the terms and conditions mentioned in this Letter of Indemnity or the Registrar Agreement by the Registrar and/or its partners, representatives, management, officers, employees, directors, agents or other persons acting on its behalf, and/or if any information provided to any one or more of the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold each of the BRLMs' Indemnified Parties, at all times free and harmless from and against any and all suits, demands, proceedings, penalties, claims, actions, losses, liabilities, damages, actions, awards, judgments, costs and expenses, including without limitation, attorney's fees, other professional fees, accounting fees, court costs or losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs arising out of such breach or alleged breach, actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLMs' Indemnified Party is a party to, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court or regulatory, judicial, quasi-judicial and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement, or against the BRLMs' Indemnified Party, as a consequence of any act or omission of, or any failure, negligence, deficiency, error, or default, on the part of the Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents in performing or fulfilling any of its functions, duties, obligations and services under the Registrar Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by the SEBI or any other regulatory, governmental, judicial, quasi-judicial and/or administrative authority. The Registrar shall further indemnify and refund all costs incurred by each of the BRLMs' Indemnified Parties, in connection with investigating or defending against any investigative, judicial, quasi-judicial, administrative or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLMs' Indemnified Parties is a party, in each case as such expenses are incurred or paid, or addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity.
10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLMs' Indemnified Party may have at common law or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Registrar in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.



In case of the Registrar:

Link Intime Private Limited

C-101, 1st Floor,

247 Park, Lal Bahadur Shastri Marg

Vikhroli (W)

Mumbai 400 083

Maharashtra, India

Tel: +91 22 4918 6000

E-mail: haresh.hinduja@linkintime.co.in

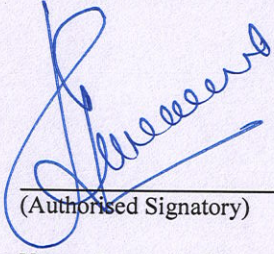
Contact Person: Haresh Hinduja Head – Primary Market

Website: www.linkintime.co.in

APR



Yours sincerely,
For and on behalf of **Link Intime Private Limited**



(Authorised Signatory)



Name: Dnyanesh Gharote

Designation: VICE PRESIDENT

Registered Document

Counter-signed by:
For and on behalf of **IIFL SECURITIES LIMITED**



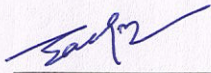
Mukesh Garg

(Authorised Signatory)

Name: Mukesh Garg

Designation: Vice President

Counter-signed by:
For and on behalf of YES SECURITIES (INDIA) LIMITED



(Authorised Signatory)
Name: Sachin Kapoor
Designation: SVP

