



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

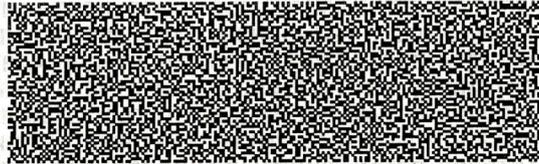
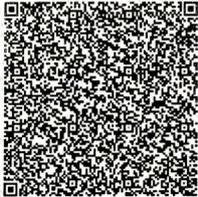
Rs. 500

e-Stamp

Certificate No. : IN-KA93966716108401X
 Certificate Issued Date : 13-Nov-2025 01:12 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BV
 Unique Doc. Reference : SUBIN-KAKA-SHCIL95274219872859X
 Purchased by : SPECTRAA TECHNOLOGY SOLUTIONS LIMITED
 Description of Document : Article 5(J) Agreement (in any other cases)
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SPECTRAA TECHNOLOGY SOLUTIONS LIMITED
 Second Party : VENKATRAMAN MURALI
 Stamp Duty Paid By : SPECTRAA TECHNOLOGY SOLUTIONS LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते

Authorised Signatory
for Stock Holding Corporation of India Ltd



Please write or type below this line

This stamp paper forms Integral part of agreement by and between Spectraa Technology Solutions Ltd (The company) and Venkatraman Murali whole time director dated 14 Nov 2025

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA93969638473585X
 Certificate Issued Date : 13-Nov-2025 01:13 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BV
 Unique Doc. Reference : SUBIN-KAKA-SHCIL95279670908814X
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 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते

Authorised Signatory

for Stock Holding Corporation of India Ltd



Please write or type below this line

This stamp paper forms Integral part of the agreement by and between Spectrad technology solutions Ltd (The company) and Mr. Venkatraman Murali Whole time director, dated 14. Nov 2025

For SpectraA Technology Solutions Ltd.

Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT FOR APPOINTMENT OF MR. VENKATRAMAN MURALI AS WHOLE-TIME DIRECTOR

This Agreement is made and executed at Bengaluru, Karnataka, on this 14th day of November, 2025 and shall come into force and effect from 1st November, 2025.

BETWEEN

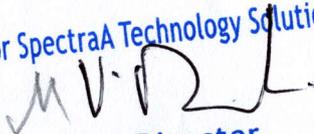
SPECTRAA TECHNOLOGY SOLUTIONS LIMITED, a company incorporated under the Companies Act, 2013 and having its Registered Office at 17/7, Ali Asker Road, Cunningham Road, Bengaluru, Karnataka - 560052, India (hereinafter referred to as "the Company") of the **First Part**;

AND

Mr. Venkatraman Murali (DIN: **08994504**), son of Shri. Venkatraman, residing at 4014 Casa Paradiso Sobha City, Thanisandra Main Road Hegde Nagar, Bangalore, Karnataka- 560077, India (hereinafter referred to as the **Whole-Time Director (WTD)** of the **Second Part**

WHEREAS

1. Mr. Venkatraman Murali satisfies the conditions specified in Part I of Schedule V to the Companies Act, 2013 and is eligible for appointment as Whole-time Director pursuant to Sections 196, 197, 198, 203 read with Schedule V of the Act and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014;
2. The Nomination and Remuneration Committee of the Company at its meeting held on 30th October, 2025 has recommended the appointment and remuneration of Mr. Venkatraman Murali as Whole-time Director;
3. The Board of Directors of the Company at its meeting held on 30th October, 2025 appointed Mr. Venkatraman Murali as Whole-time Director for a period of **three (3) years**, subject to approval of the shareholders;
4. The shareholders of the Company approved the said appointment and remuneration at the **Extra-Ordinary General Meeting held on 01st November, 2025**.

For SpectraA Technology Solutions Ltd.

Director





Mr. Venkatraman Murali has agreed to serve the Company on the terms and conditions approved by the Board and shareholders at their meeting held on 30th October, 2025 and 01st November, 2025 respectively and in the agreement to be executed between the Company and the Whole-time Director;

5. **WHEREAS** the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Company hereby appoints Mr. Venkatraman Murali as Whole-time Director for a period of three (3) years, subject to the provisions of the Companies Act, 2013, the Articles of Association of the Company, and applicable law:

1. Remuneration:

A. Fixed Salary

₹ 1,02,000 per month.

B. Perquisites & Allowances

The Whole-time Director shall be entitled to perquisites and allowances as per the Company's policy applicable to senior management, including but not limited to:

- House Rent Allowance
- Conveyance Allowance
- Medical Allowance
- Other benefits as per Company policy

C. Commission / Performance Incentive (if any)

As may be decided by the Board, subject to limits prescribed under the Companies Act, 2013.

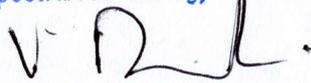
2. **Minimum Remuneration:** Where in any financial year during the currency of the tenure of the Whole-time Director, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of fixed salary and perquisites not exceeding the limits as specified above. The Board of Directors shall have liberty to alter and vary the aforesaid terms and conditions relating to remuneration in line with such amendments as may be made from the time to time to the Companies Act, 2013.

For SpectraA Technology Solutions Pvt
M V D
Director



3. The Board of Directors of the Company may vary, alter and change the terms and conditions of the aforesaid appointment including the remuneration payable to the Whole-time director of the Company which shall be well within the permissible limits and limits approved by the Shareholders in their meeting held on 01st November, 2025 and in accordance with the provisions of Section 197 read with Schedule V of the Companies Act, 2013
4. The Whole-time Director shall be entitled to such increment from time to time as the Board may in its discretion determine, subject to limits approved by the shareholders.
5. The Whole-time Director shall, unless prevented by ill-health, throughout the said term devote his attention and ability to the business affairs of the Company and shall perform such duties and exercise such powers as shall from time to time be assigned to or vested in him by the board of directors.
6. Subject to the supervision, directions and control of the Board of Directors of the Company and provisions of the Companies Act, 2013 and the Articles of Association of the Company, the Whole-time Director shall have overall authority to manage the business and affairs of the Company. Without limiting the generality of the foregoing, the Whole-time Director shall be empowered to:
 - a. enter into, execute and perform contracts, agreements and commercial arrangements in the ordinary course of business;
 - b. appoint, remove and manage executives, officers and employees, within limits approved by the Board;
 - c. operate and manage the Company's bank accounts, sign cheques and financial instruments, and deal with banks and financial institutions;
 - d. represent the Company before courts, tribunals, arbitrators and governmental or regulatory authorities, appoint legal and professional advisors, and settle or refer disputes to arbitration with prior Board approval where required;
 - e. acquire, lease or dispose of movable and immovable properties and capital assets, subject to limits approved by the Board;
 - f. make investments, deploy surplus funds, insure Company assets, and manage financial affairs, subject to Board-approved limits;
 - g. file and sign statutory returns, applications and documents with regulatory and governmental authorities;
 - h. attend, represent and vote on behalf of the Company in meetings of other entities in which the Company has an interest;
 - i. implement and give effect to resolutions of the Board of Directors; and

For SpectraA Technology Solutions Ltd.

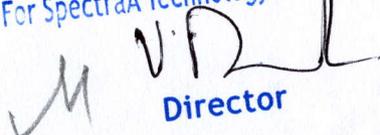

Director





- j. delegate such powers to officers or employees as may be considered necessary, subject to such conditions and restrictions as may be imposed by the Board.
7. In the event, the Whole-time Director ceases to be a director of the Company for any reason whatsoever, he will cease to be the Whole-time Director of the Company.
8. If before the expiration of the said term, the tenure of office of the Whole-time Director is determined, the Whole-time Director shall be entitled in accordance with and subject to the provisions of the Companies Act, 2013 in that behalf, to compensation from the Company for the loss of office.
9. The Whole-time Director shall be liable to retire by rotation. Re-appointment upon retirement by rotation in terms of the Companies Act, 2013 will not tantamount to break in service.
10. The Agreement may be renewed subject to the provisions of the Act and subject to the continued appointment of the Party of the Second Part as Whole-time Director of the Company pursuant to the consent of the shareholders to such appointment in General Meeting.
11. The appointment can be terminated by either the Company or the Whole-time Director at any time within the three years period by three months' notice in writing.
12. During the continuance of the Agreement, the Whole-time Director shall not be entitled for the Sitting Fees for attending meetings of Board or Committees of Board.
13. The terms and conditions of appointment contained hereinabove may be altered or varied by the Board in such manner as it may deem fit and as is acceptable to the Whole-time Director.
14. During the service, the Whole-time Director undertakes not to exploit, or disclose to any third parties, any business or trade secrets that are entrusted to the Whole-time Director by the Company during and for a period of two years after termination of service or for such higher period as required by law.

For SpectraA Technology Solutions Ltd.


Director





15. This Agreement shall be governed by and construed in accordance with the laws of India, and any dispute, difference, or claim arising out of or in connection with this Agreement shall first be referred to an Independent Director of the Company, mutually agreed upon by the parties, for amicable resolution, and if not resolved within 30 days of such reference, it shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator appointed by mutual consent of the parties, to be conducted in Karnataka, India, and the award of the arbitrator shall be final, binding, and enforceable on both parties.

16. The Courts of Karnataka shall have the exclusive jurisdiction over all proceedings arising out of or in connection with this Agreement.

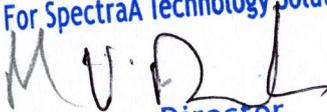
IN WITNESS WHEREOF the parties hereto have hereunto set their hands at abovementioned.

For SPECTRAA TECHNOLOGY SOLUTIONS LIMITED

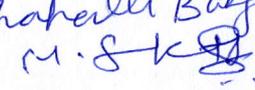
Signature: 
Name: Arun Kumar
Designation: Managing Director
DIN: 03579283



Whole Time Director

For SpectraA Technology Solutions Ltd.

Director
Signature:
Name: Venkatraman Murali
DIN: 08994504

Witnesses:

1. Name, Address & Signature: M. SRIKANTH, Marathahalli Bangalore-760010

2. Name, Address & Signature:  B'low.