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INDIA NON JUDICIAL

Government of Karnataka

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Certificate No.	:	**IN-KA50386847690090Y**
Certificate Issued Date	:	05-Aug-2026 04:02 PM
Account Reference	:	NONACC (FI)/ kakscsa08/ THIMMIAH ROAD CROSS/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSCSA0882582418716595Y
Purchased by	:	ARUN KUMAR
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SPECTRAA TECHNOLOGY SOLUTIONS LTD ARUN AND SAILAJA
Second Party	:	ARUN KUMAR
Stamp Duty Paid By	:	ARUN KUMAR
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

KARNATAKA STATE CO-OPERATIVE SOCIETIES ASSOCIATION
THIMMIAH ROAD BRANCH
BANGALORE
560 051
M:8317400881

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 Arun Kumar, Chairman And Managing Director

V. R

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 RE-APPOINTMENT OF MR. ARUN KUMAR AS CHAIRMAN AND MANAGING DIRECTOR

This Agreement is made at Bengaluru, Karnataka on **Tuesday, 11th August**, 2026.

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 Rd, Bangalore North, Karnataka, India, 560001, India (hereinafter referred to as "**the Company**" which expression shall unless it be repugnant to the meaning or context thereof mean and include its successors and assigns) of the First Part;

AND

Mr. Arun Kumar (DIN 03579283), son of Shri. Appukuttan Raman Nair, aged about 48 years and residing at #28, 4th Cross, Veerappa Reddy Layout, Munnekolala, Marthahalli, Bangalore, Karnataka, India 560037 hereinafter referred to as the "**CHAIRMAN AND MANAGING DIRECTOR**" of the **Second Part**;

WHEREAS Mr. Arun Kumar satisfies the conditions specified in Part I of Schedule V to the Companies Act, 2013 and pursuant to the provisions of Sections 196, 197, 198, 203, Schedule V of the Act and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, made under the Companies Act, 2013;

AND WHEREAS the tenure of Mr. Arun Kumar as Chairman and Managing Director is expiring on August 12, 2026;

AND WHEREAS the Nomination and Remuneration Committee of the Company at its meeting held on August 05, 2026, has recommended to the Board of Directors the re-appointment and remuneration of Mr. Arun Kumar as the Chairman and Managing Director;

AND WHEREAS the Board of Directors of the Company (hereinafter referred to as "**the Board**") has, at its meeting held on August 05, 2026, based on the recommendation of the Nomination and Remuneration Committee, reappointed Mr. Arun Kumar as the Chairman and Managing Director of the Company for a period of three years with effect from August 13, 2026, subject to the approval of the Shareholders;

AND WHEREAS the said re-appointment and remuneration have been approved by the shareholders by way of Special Resolution at the Extra Ordinary General Meeting of the Company held on August 06 2026;

AND WHEREAS Mr. Arun Kumar has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board and Shareholders at their meeting held on August 05, 2026 and August 06, 2026 respectively and in the agreement to be executed between the Company and the Chairman and Managing Director;

AND 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 re-appoints Mr. Arun Kumar as the Chairman and Managing Director of the Company on the terms and conditions as detailed hereunder w.e.f. August 13, 2026 for a period of 3 years, subject to the provisions of the Companies Act, 2013, the Articles of Association of the Company, and applicable law:

1. **Remuneration**:

   I. **Fixed Salary and Annual Increment:**

   - **Fixed Salary:** Monthly salary of ₹4,66,037/- (Rupees Four Lakh Sixty-Six Thousand and Thirty-Seven Only) including Basic Salary, House Rent Allowance (HRA), and all other fixed allowances and cash perquisites as per the salary structure of the Company. This amounts to ₹55,92,444/- (Rupees Fifty-Five Lakh Ninety-Two Thousand Four Hundred and Forty-Four Only) on an annual basis.

   - **Deductions:** The components payable to the Director shall be subject to applicable statutory deductions at source from the Gross Salary, including Employee's PF contribution, Tax Deducted at Source (TDS), Karnataka Professional Tax (PT), and Karnataka Labour Welfare Fund (LWF) as applicable from time to time.

   - **Annual Increment:** The Chairman and Managing Director of the Company shall be entitled to an annual increment of up to 25% on the cumulative Fixed Salary, as may be decided by the Board on the recommendation of the Nomination and Remuneration Committee from time to time.

   II. **Variable Pay:** In addition to the Fixed Salary, the Chairman and Managing Director may be entitled to an annual bonus of up to 15% on the cumulative Fixed Salary, as may be determined and approved by the Board of Directors at its sole discretion at the end of the financial year. The total remuneration shall remain within the limits prescribed under the Companies Act, 2013.

   III. **Statutory & Other Benefits:** The Company shall make separate corporate contributions towards the Provident Fund (Employer's contribution), Karnataka Labour Welfare Fund (Employer's share), Gratuity Fund, and provide for Leave Encashment in accordance with the applicable statutory laws and prevailing Company policies. Per Section 197/Schedule V of the Companies Act, 2013, the Company's contribution to Gratuity and Leave Encashment shall not be included in the computation of the ceiling on perquisites.

IV. **Reimbursement of Expenses and Perquisites:** In addition to the Fixed Salary, the Chairman and Managing Director of the Company shall be entitled to the following benefits and reimbursements:

- **Communication Expenses:** Reimbursement of monthly mobile and telephone charges, including broadband/internet, at actuals based on bills submitted.

- **Insurance:** Coverage under group Medical Insurance, Group Life Insurance and Personal Accident Insurance as per Company schemes, as applicable to all the employees of the Company, from time to time.

- **General Business Expenses:** Reimbursement of all other expenses (such as travel and entertainment) actually and properly incurred in connection with the business of the Company.

2. **Minimum Remuneration**: Where in any financial year during the currency of the tenure of the Chairman and Managing Director, the Company has no profits or its profits are inadequate, the Company will pay minimum remuneration as specified in Clause 1. The Board of Directors may alter or vary the terms and conditions relating to remuneration, subject to the limits approved by the Members and in accordance with the provisions of the Companies Act, 2013 and Schedule V thereto, as applicable.

3. The Board of Directors of the Company may vary, alter or change the terms and conditions of the aforesaid appointment, including the remuneration payable to the Chairman and Managing Director, subject to the limits approved by the Members at the Extra-Ordinary General Meeting held on August 06, 2026 and in accordance with the provisions of the Companies Act, 2013, including Section 197 read with Schedule V thereto.

4. The Chairman and Managing 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.

5. 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 Chairman and Managing Director shall have overall authority to manage the business and affairs of the Company. Without limiting the generality of the foregoing, the Chairman and Managing Director shall be empowered to enter into, execute and perform contracts, agreements and commercial arrangements in the ordinary course of business; appoint, remove and manage executives, officers and employees, within limits approved by the Board; operate and manage the Company's bank accounts, sign cheques and financial instruments, and deal with banks and financial institutions; 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; acquire, lease or dispose of movable and immovable properties and capital

assets, subject to limits approved by the Board; make investments, deploy surplus funds, insure Company assets, and manage financial affairs, subject to Board-approved limits; file and sign statutory returns, applications and documents with regulatory and governmental authorities; attend, represent and vote on behalf of the Company in meetings of other entities in which the Company has an interest; implement and give effect to resolutions of the Board of Directors; and 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.

6. In the event, the Chairman and Managing Director ceases to be a director of the Company for any reason whatsoever, he will cease to be the Chairman and Managing Director of the Company.

7. If before the expiration of the said term, the tenure of office of the Chairman and Managing Director is determined, the Chairman and Managing 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.

8. The Chairman and Managing Director shall not be liable to retire by rotation.

9. 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 the Chairman and Managing Director of the Company pursuant to the consent of the shareholders to such re-appointment in General Meeting.

10. The appointment can be terminated by either the Company or the Chairman and Managing Director at any time within the three years period by three months' notice in writing.

11. During the continuance of the Agreement, the Chairman and Managing Director shall not be entitled for the Sitting Fees for attending meetings of Board or Committees of Board.

12. The terms and conditions of re-appointment contained hereinabove may be altered or varied by the Board, subject to the limits approved by the Members and in accordance with the provisions of the Companies Act, 2013, Schedule V thereto and other applicable laws.

13. During the service, the Chairman and Managing Director undertakes not to exploit, or disclose to any third parties, any business or trade secrets that are entrusted to the Managing 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.

14. 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 Bengaluru, Karnataka, India, and the award of the arbitrator shall be final, binding, and enforceable on both parties.

15. The Courts of Bengaluru, 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 the place first above mentioned.

For Spectraa Technology Solutions Limited	**For Arun Kumar**
V. [signature] **Venkatraman Murali** **Whole Time Director** **DIN:** 08994504	[signature] **Arun Kumar** Chairman and Managing Director **DIN:** 03579283
In the presence of: Signature: Anandi.V Name: ANANDI VISWANATHAN Address: SPECTRAA HOUSE 17/7, Cunningham Road Bangalore - 560001	In the presence of: Deepak Kumar Signature: Deepak Kumar [signature] Name: Address: Spectraa House, 17/7, Cunningham Rd. Blore - 560001