

MVK/CORP/VK-KK/039/2023

Date: February 13, 2023

To,

Vdoit Technologies Private Limited,
503A, Emaar Palm Square,
Sector 66, Gurugram, Gurgaon,
Haryana -122101, India.

Dear Sir/Ma'am,

Subject: Engagement Letter ("Letter") for providing legal consultant services for the SME Issue.

Thank you for considering appointing us as your legal advisors. We set out below our terms of engagement with Fedex Securities Private Limited ("**FSPL**") and Vdoit Technologies Private Limited ("**VTPL**") in respect of the Scope of Work provided herein below. Kindly communicate your acceptance by signing this Letter and forwarding us a copy of the signed Letter for our records.

1. Scope of Work:

We understand that FSPL, intends at engaging MVKini Law Firm for the purpose of the following:

- a) Drafting of the legal Chapters i.e., Government Approvals, Key Regulations and Policies, Outstanding Litigation and Material Developments and Restriction on Foreign Ownership of Indian Securities as may be required in accordance with applicable regulations (hereinafter referred to as the "Legal Chapters");
- b) Background Search of the Issuer Company its directors, promoters, subsidiaries and group companies on the websites of Supreme Court, High Court, Watchout Investors and CIBIL.

2. Fee Quote:

2.1 Our consolidated professional fees for the aforesaid Scope of Work is Rs. 1,75,000/- (Rupees One Lakh Seventy Five thousand only) plus applicable taxes, exclusive of all out-of-pocket expenses i.e., travelling, boarding and lodging which shall be payable as per the actuals. The said amount will apply till September 30, 2023 and it may further be revised on a mutually acceptable basis. The professional fees shall be paid in the following stages:

- a. Upon our Appointment (Acceptance of this Letter): Rs. 1,00,000
- b. Upon filing of the Draft Offer Document: Rs. 50,000



H.O. KINI HOUSE, 261/263, D. N. Road, Near Citibank, Fort, Mumbai - 400 001.

Tel: +91 22 66666577/578/579 **Tel:** +91 22 66664298/4299 **Fax:** +91 22 22612531

Email: bombay@mvkini.com / dnroad@mvkini.com

c. Upon filing of the Final Offer Document:

Rs. 25,000

2.2 Legal consultancy services are covered under the Goods and Services Tax (GST) net from 1st July 2017. In view of Notification No. 13/2017-Central Tax (Rate) dated 28th June, 2017, the Central Government has shifted the liability to discharge GST on the Legal Services provided by the law firms from the service provider to the service recipients on the "reverse charge" basis. In view of this GST will not be charged by us in the invoices. As recipient of Legal Services kindly check your liability and pay GST under reverse charge mechanism upon receipt of the invoice.

3. Drop Dead Fees

In case the Company does not proceed with the Issue then the balance fees of the remaining Stages shall be payable to the MV Kini law Firm.

4. Confidentiality

All information received under this mandate (except information which is directly in the public domain) is confidential and is to be treated as such by each party.

5. Termination

- 4.1 Either party can terminate this Letter by giving 30 (thirty) days prior notice in writing to the other at any time. All sums owed to us in accordance with clause 1 and 2 above shall become payable in full when the termination takes effect.
- 4.2 MVKini Law Firm is entitled to terminate the Letter immediately without notice term, without proof of default, without being liable for any compensation whatsoever, and without prior judicial intervention in any of the following cases:
- a. Issuer Company commits a breach of contract, such as, but not limited to, the provision of incorrect or incomplete information to MVKini Law Firm, the absence of payment of the fees.
 - b. In case of composition, bankruptcy, winding-up or liquidation of the client.
- 4.3 MVKini law Firm will in all circumstances remain entitled to the payment of the fees relating to the work done and the services performed, as set forth in above Clause.

6. Limitation of liability

In no circumstances shall the liability and responsibility of MVKini Law Firm, its partners, associates or consultants in contract or in tort exceed the professional fees paid by you.



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7. Jurisdiction and Governing Law

The present mandate for services is governed by Indian law and is subject to the exclusive jurisdiction of Courts in Mumbai.

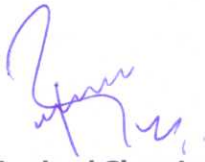
We are confident that the capabilities and resources within the Firm will deliver to you the desired level of legal expertise, responsiveness and commitment.

We look forward to assisting you in the matter.

Thank you.

Yours faithfully,

For MVKini Law Firm



Authorised Signatory



I confirm,

For Vdoit Technologies Private Limited

Authorised Signatory