

INVESTOR RELATIONS MANDATE AGREEMENT



This Agreement is entered into this 11 day of October, 2025, (the "Effective Date") by and between:

earKART Limited, a company incorporated under the laws of India, with its registered office located at earKART Limited A-133, Sector-63, Noida, 201301, India.

AND

Finportal Investments Private Limited, a firm specializing in investor relations services, with its principal place of business located at 217-218, Rajhans Olympia, Opp. Mangaldeep Apartments, Bhattar Road, Surat, Gujarat, 395017 (hereinafter referred to as the "IR Firm").

WHEREAS, the Company desires to engage the IR Firm to provide investor relations services, and the IR Firm is willing to provide such services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, it is hereby agreed as follows:

1. APPOINTMENT

The Company hereby appoints the IR Firm to act as its representative for investor relations purposes, and the IR Firm hereby accepts such appointment, subject to the terms and conditions set forth in this Agreement.

2. SCOPE OF SERVICES

The IR Firm agrees to provide the following investor relations services (the "Services") to the Company:

1. Investor Presentation:

We will develop a comprehensive investor presentation that includes an executive summary, detailed financial performance, market positioning, strategic initiatives, key management bios, and future outlook. Infographics and charts will be used to simplify complex data.

Frequency: Half-Yearly

2. One-on-One Investor Meets:

Our team will coordinate and facilitate personalized one-on-one meetings with prominent investment funds, FIIs, and HNIs to provide detailed insights into the company's business performance and strategic roadmap. These sessions aim to build investor confidence and foster strong, long-term relationships.

Frequency: Twice a month

3. Quarterly Earnings Call:

We will organize interactive earnings calls that include multimedia presentations, Q&A segments, and discussions with key management. These calls will focus on financial results, strategic direction, and market trends, promoting transparent dialogue with investors.

Frequency: Quarterly



4. IR Webpage Management:

We will enhance the investor relations section of the company's website by integrating financials, press releases, stock information, corporate governance updates, and FAQs. Interactive tools like downloadable reports, financial calculators, and newsletter signup options will also be included to improve user engagement.

Frequency: As and when required

5. Investor Community Outreach:

Using our database of 50,000+ investors, we will initiate targeted outreach campaigns to communicate major developments and announcements from the company. This will help increase visibility and investor awareness.

Frequency: As and when required

6. Exchange Update & Social Media Coordination:

We will work closely with the company to track and share timely updates related to significant developments that could affect stock performance or investor sentiment. This information will be disseminated creatively on platforms like LinkedIn and X to engage the investor community. Additionally, we may leverage X influencers when required to amplify positive company narratives.

Frequency: As and when required

7. YouTube Interview:

We will coordinate and publish a YouTube interview featuring company leadership, highlighting performance, vision, and market outlook to build investor trust and brand credibility.

Frequency: Once a year

8. Plant/Premises Visit:

We will organize and manage a company site or plant visit to provide key stakeholders and investors with ground-level insights into operations and infrastructure.

Frequency: Once a year

9. Support for Exchange Filings & Press Releases:

We will assist the Company Secretary in drafting and structuring impactful press releases and updates for regulatory filings. Key highlights and presentation styles will be provided to ensure better investor understanding and engagement.

Frequency: As and when required

10. Media & PR Assistance:

We will help connect the company with leading news platforms and journalists for coverage including interviews, stock recommendations, and feature stories. However, any media engagement will be billed separately on an actual cost basis and is not part of this mandate.

Frequency: As and when required, with additional charges

3. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of 12 months (the "Term"), unless earlier terminated as provided herein. The Term may be extended by mutual written agreement of the parties.



4. COMPENSATION

- The Company agrees to pay the IR Firm a total fee of Rs. 9,00,000 per annum. The fee shall be payable in advance on a quarterly basis, invoiced and settled on the first business day of the first month of each quarter during the Term of this Agreement. The aforementioned amount is exclusive of applicable GST.
- In addition to the retainer fee, the Company shall also bear any visiting charges, travel expenses, and accommodation costs for up to two team members for the purpose of investor relations activities.

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5. CONFIDENTIALITY

The IR Firm agrees to maintain in strict confidence all non-public information obtained during the performance of the Services and shall not disclose such information to any third party without the Company's prior written consent, both during and after the term of this Agreement.

6. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party at least 30 days in advance of the effective date of termination. Upon termination, the IR Firm shall provide the Company with all documents, data, and other materials related to the Services, whether or not completed.

7. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- It has the full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder.
- The execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound.

8. INDEMNIFICATION

- Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, its officers, directors, agents, affiliates, and employees (the "Indemnified Party") from and against any and all claims, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any act or omission by the Indemnifying Party in connection with the performance of its obligations under this Agreement.
- The Indemnified Party shall promptly notify the Indemnifying Party of any liability or claim to which this indemnity relates, and the Indemnifying Party shall assume the defense thereof with counsel mutually satisfactory to the parties.



9. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits, revenue, business, or data, arising out of or in connection with this Agreement, even if it has been advised of the possibility of such damages.

10. INDEPENDENT CONTRACTOR

The IR Firm is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the Company and the IR Firm. The IR Firm is not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested or authorized in writing to do so by the Company.

11. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other party without the prior written consent of the other party.

12. NOTICE

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address or email address that may be designated by the receiving party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). In the event of communication through email, the specified email address for each party shall be as follows:

- i. Company's Specified Email Address:
- ii. IR Firm's Specified Email Address: ir@finportal.in. If email communication is not employed, all Notices shall be delivered to the specified physical address of the respective party.

13. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. ASSIGNMENT

Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this section is null and void.



16. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by a force majeure event such as natural disaster, terrorism, war, or other similar event beyond the reasonable control of such party.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. DISPUTE RESOLUTION

- The parties agree to negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to resolve the dispute through negotiation, the dispute shall be referred to and finally resolved by arbitration administered by the relevant arbitration institution in accordance with its rules.
- The seat of arbitration shall be in the state of Gujarat, India, and the language of the arbitration shall be English.

19. GOVERNING LAW

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of India, without regard to its conflicts of law principles.

20. MISCELLANEOUS

- Amendments: Any amendments or modifications of this Agreement must be in writing and executed by both parties.
- Waiver: No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

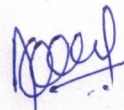
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written:

For:
Finportal Investments Private Limited

For:
earKART Limited

NAME:
TITLE:

NAME:
TITLE:



AJAY GIRI
CFO

