



सत्यमेव जयते

INDIA NON JUDICIAL

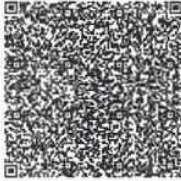
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL28875087676489X
Certificate Issued Date	: 02-Aug-2025 01:06 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF92161727878167X
Purchased by	: TRANSLINE TECHNOLOGIES
Description of Document	: Article 5 General Agreement
Property Description	: INDEMNITY LETTER TO THE SERVICE PROVIDER AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ADFACTORS PR PRIVATE LIMITED
Second Party	: MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	: MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

₹500



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL28875087676489X

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY TO THE SERVICE PROVIDER AGREEMENT DATED AUGUST 7, 2025 ENTERED INTO BY AND BETWEEN TRANSLINE TECHNOLOGIES LIMITED AND ADFCATORS ADVERTISING LLP AND ADFACTORS PR PRIVATE LIMITED

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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED MOTILAL OSWAL INVESTMENT ADVISORS PRIVATE LIMITED



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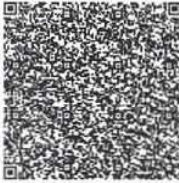
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL28877442734744X
Certificate Issued Date	: 02-Aug-2025 01:08 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL-SELF92166600147317X
Purchased by	: TRANSLINE TECHNOLOGIES
Description of Document	: Article 5 General Agreement
Property Description	: INDEMNITY LETTER TO THE SERVICE PROVIDER AGREEMENT
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First Party	: ADFACTORS PR PRIVATE LIMITED
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₹500



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LETTER OF INDEMNITY

Date: August 7,

To,

Motilal Oswal Investment Advisors Limited

10th Floor, Motilal Oswal Tower
Rahimtullah Sayani Road
Opposite Parel ST Depot Prabhadevi
Mumbai 400 025, Maharashtra, India

("Motilal Oswal Investment Advisors Limited" is hereby referred to as the **"Book Running Lead Manager"** or **"BRLM"**)

Ladies and Gentlemen:

Sub: Letter of indemnity to the BRLM by the Service Provider ("Letter of Indemnity") pursuant to the Service Provider Agreement dated August 7, 2025 entered into between the Service Provider and Transline Technologies Limited (the "Company") with respect to the news reports in relation to the initial public offering of equity shares of ₹ 2 each of Transline Technologies Limited (the "Company") (such equity shares, the "Equity Shares" and such offering, the "Offer")

The Company proposes to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (the **"Equity Shares"**), comprising an offer for sale of Equity Shares by the Selling Shareholders (the **"Offered Shares"**, and such offer for sale, the **"Offer for Sale"**, the **"Offer"**). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder each as amended from time to time, (the **"Companies Act"**), and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the **"SEBI ICDR Regulations"**) and other applicable laws at such price as may be determined through the book building process under the SEBI ICDR Regulations. The Company and the Selling Shareholders have appointed the BRLM to manage the Offer.

The Service Provider has entered into a service provider agreement (**"Agreement"**) dated **August 7, 2025** with the Company in relation to a public relations programme with respect to the Offer in compliance with the SEBI ICDR Regulations and to provide advertising and media monitoring related services in compliance with the provisions of the SEBI ICDR Regulations and other applicable laws, and the Service Provider has accepted its appointment as an advertising agency by way of an engagement letter dated December 24, 2024. The Service Provider confirms that it has read and fully understands the SEBI ICDR Regulations and Publicity Memorandum and other applicable laws, in so far as the same is applicable to its scope of work to be undertaken pursuant to the Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any failure to perform its duties, responsibilities and obligations under the Agreement. The Service Provider acknowledges that the BRLM may be exposed to liabilities or losses if the Service Provider fails to comply with its duties, responsibilities and obligations under the Agreement.

Pursuant to the provisions of the Agreement, the Service Provider has undertaken to enter into, execute and deliver this Letter of Indemnity in favour of each of the BRLM to fully indemnify, at all times, its Affiliates, and its directors, successors, management, representatives, employees, advisors, permitted assigns, officers and agents and each other person, if any, controlling the BRLM or its Affiliates (the **"BRLM Indemnified Party"**), to the full extent lawful and at all times, free and harmless from and against any and all losses, liabilities, claims, demands, damages, suits, awards, charges, actions, awards, judgments, costs and expenses, including legal expenses arising out of, or relating to, a breach or alleged breach of the Service Provider's representations, warranties, undertakings, covenants or obligations or error or failure on the part of the Service Provider and/or its partners, representatives, officers, directors, employees or other persons acting on its behalf (the **"Service Provider Entities"**), to deliver or perform services contemplated under the Agreement and/ or this Letter of Indemnity, including the delivery of required information for providing a

media compliance certificate by the BRLM under the SEBI ICDR Regulations.

The Service Provider undertakes to BRLM that it shall act with due diligence, care and skill while discharging its services under the Agreement. The Service Provider further represents, warrants and undertakes to the BRLM to (a) cooperate and comply with any instructions the BRLM may provide in respect of the Offer, (b) ensure compliance with applicable laws (including requirements under the SEBI ICDR Regulations and the Companies Act, 2013 in relation to Advertisements and Publicity Material prepared by the Service Provider), and (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity. The Service Provider acknowledges that the Company entering into the Agreement with the Service Provider is sufficient consideration for the Service Provider to issue this Letter of Indemnity in favour of the BRLM.

Pursuant to the provisions of the Agreement, the Service Provider hereby absolutely, irrevocably and unconditionally undertakes to fully indemnify, defend and hold harmless, at its own cost and expense, each BRLM Indemnified Party to the full extent lawful and at all times free and harmless from and against any and all losses, charges, liabilities, claims, damages, demands, suits, writs, actions, costs, awards, judgements and expenses, including, without limitation, attorney's fees and court costs arising out of, in connection with, or resulting from any failure, deficiency, error in compliance or a breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, judicial or administrative authority or duties, responsibilities or obligations, or error or failure to deliver or of any of the terms and conditions mentioned in the Agreement or this Letter of Indemnity including to the delivery of media compliance certificate to the BRLM in terms of the SEBI ICDR Regulations, or of any representation, warranty or undertaking or any delay or from its own breach or alleged breach, gross negligence, fraud, willful misconduct, willful default or bad faith, if any, in performing its duties, obligations and responsibilities, including in relation to any acts or omissions or failure to perform its duties, obligations and responsibilities by the Service Provider Entities and / or to deliver or perform services contemplated under the Agreement and/or this Letter of Indemnity, including the delivery of such reports and/or any information provided by the Service Provider to the BRLM (including but not limited to the delivery of information for the media compliance certificate by the BRLM under Schedule IX of the SEBI ICDR Regulations to the BRLM Indemnified Party), or any error, deficiency or failure on the part of the Service Provider or any of its Affiliates to deliver or perform the services contemplated under the Agreement, and/ or provision of any information to the BRLM Indemnified Party by the Service Provider or any of its Affiliates or other persons acting on its behalf is untrue, incomplete or incorrect in any respect, and /or is an infringement of any intellectual property, rights of any third party or anything is done or omitted to be done through the gross negligence, willful default or willful misconduct by the Service Provider or of its respective Affiliates, partners, representatives, management, officers, directors, employees or agents, or the Offer.

This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry/ termination of the Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law or otherwise.

Notwithstanding anything contained in the Service Provider Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be administered by the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the "**MCIA Arbitration Rules**"). The MCIA Arbitration Rules are incorporated by reference into this Clause 14. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended by the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD1/P/CIR/2023/135 (together, the "**SEBI ODR Circular**"), the Parties have opted for arbitration in accordance with Clause 14 therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "Arbitration Act"), as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall be conducted

as follows: (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language and the seat and place of arbitration shall be Mumbai, India; (b) the tribunal shall consist of three arbitrators appointed by the Council of Arbitration of MCIA ("MCIA Council"); (c) each Disputing Party shall recommend one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the MCIA Arbitration Rules provided that, in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules; in any case, each of the arbitrators recommended by Disputing Parties shall have at least five years of relevant experience in the area of securities and/or commercial laws; (d) the arbitral tribunal shall have the power to award interest on any sums awarded; (e) the arbitration award shall state the reasons on which it was based; (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction; (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal; (h) the arbitral tribunal may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); (i) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and (j) subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

Any reference of the dispute to arbitration under this Letter of Indemnity shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the parties under this Letter of Indemnity.

Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies). The arbitral award shall be final, conclusive and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. The arbitral tribunal shall use its best efforts to pronounce a final, conclusive and binding award within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. Further, in the event that despite best efforts by the Parties, the award is not passed within such 12 (twelve) months period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties.

The Service Provider hereby agrees that failure of any of the BRLM Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.

The maximum aggregate liability of the Service Provider together with its Directors, partners, employees, Affiliates, associates or contractors under this Letter of Indemnity regardless of the form of action, whether in contract or otherwise shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement. However, such limitation of liability shall not apply in case of fraud, gross negligence or willful default (including but not limited to any fraud, gross negligence or willful default in relation to any non-compliance with advertising and publicity restrictions) on the part of the Service Provider. This letter may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM. In the event of inconsistency between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail.

The Service Provider acknowledges and agrees that the BRLM shall have the rights specified under the provisions of the Agreement but shall not have any obligations or liabilities (included but not limited to payment of any fees or expenses) to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity. Further, for sake of clarity it is mentioned herein, that, the Company entering into the Agreement with the Service Provider is sufficient consideration for this Letter of Indemnity

to be issued in favour of the BRLM.

Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by email or any electronic communication, (c) or sent on address of the party specified herein below, or to such fax number may be designated in writing by such party. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; and if sent by registered post/speed post, be deemed given when received.

All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, mutatis mutandis. All capitalized terms not specifically defined herein will have the same meanings attributed to such terms in the Agreement.

In case any notice is required to be given for the purposes of this Letter of Indemnity, the same shall be given by personal delivery or by Speed Post/ Registered Post A.D. and shall be addressed as follows:

In case of the Agency, to:

Adfactors Advertising LLP

City Hall, Oasis Complex
Kamala Mills Compound
Pandurang Budhkar Marg
Lower Parel (West), Mumbai 400 013
Maharashtra, India
Attention: Rajesh Chaturvedi
Tel: 022-69155155
Fax: 022-69155199

In case of the Service Provider, to:

Adfactors PR Private Limited

City Hall, Oasis Complex
Kamala Mills Compound
Pandurang Budhkar Marg
Lower Parel (West), Mumbai 400 013
Maharashtra, India
Attention: Rajesh Chaturvedi
Tel: 022-67574444
Fax: 022-67574488

In case of the BRLM, to:

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower,
Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai 400 025, Maharashtra, India
Attention: Subrat Panda, Executive Director, Investment Banking
Tel: +91 22 7193 4380
E-mail: subrat.panda@motilaloswal.com

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE SERVICE PROVIDER TO THE BOOK RUNNING LEAD MANAGER PURSUANT TO THE SERVICE PROVIDER AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE SERVICE PROVIDER.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **Adfactors Advertising LLP**



Authorized Signatory

Name : V. Subramanian

Designation : Chief Operating Officer

Place :

Date :

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IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **Adfactors PR Private Limited**

The image shows a handwritten signature in blue ink, which appears to be 'V. Subramanian', followed by a circular blue ink stamp. The stamp contains the text 'ADFATORS PR PVT. LTD.' around the perimeter and 'MUMBAI' in the center, with a small star at the bottom.

Authorized Signatory

Name : V. Subramanian

Designation : Authorised Signatory

Place :

Date :

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IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **Motilal Oswal Investment Advisors Limited**



Authorized Signatory

Name: Subodh Mallya

Designation: Executive Director

Place: Mumbai

Date: August 07, 2025