

DEBENTURE TRUSTEE AGREEMENT

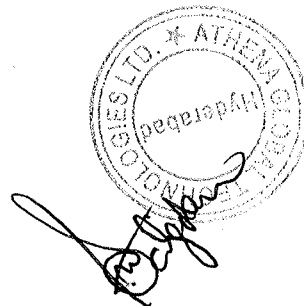
Dated 9 December 2024

between

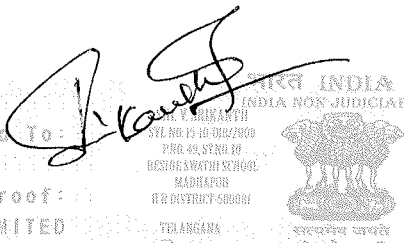
ATHENA GLOBAL TECHNOLOGIES LIMITED
as the Issuer

and

CATALYST TRUSTEESHIP LIMITED
as the Debenture Trustee



Phone No :
Sold To/Issued To :
SATYENDRA
For Whom/ID Proof :
ATHENA G T LIMITED



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Agreement
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DEBENTURE TRUSTEE AGREEMENT

THIS DEBENTURE TRUSTEE AGREEMENT (this "Agreement") is made at Hyderabad on this 9th day of December 2024.

BETWEEN

- (1) **ATHENA GLOBAL TECHNOLOGIES LIMITED**, a company duly existing under the Companies Act, 2013, with corporate identification number L74140TG1992PLC014182 and having its registered office at 2nd Floor, Unit No. 203 Gowra Palladium, Sy.No 8A & 8B1 in Survey Nos. 83/1, Serilingampally Mandal, Ranga Reddy District, Madhapur, Hyderabad, Shaikpet, Telangana, India, 500081 (the "Issuer");

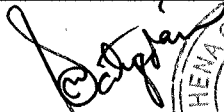
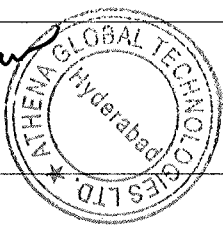

AND

- (2) **CATALYST TRUSTESHIP LIMITED**, a company incorporated under the Companies Act, 1956 and duly existing company under the Companies Act, 2013, with corporate identification number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune, Maharashtra-411 038 and a branch office at NSL Icon, 3rd floor, Road No.12, Anand Banjara Colony, Banjara Hills, Hyderabad, Telangana - 500 034, acting as a debenture trustee for the Debenture Holders (the "Debenture Trustee").

(The Issuer and the Debenture Trustee are hereinafter referred to collectively, as the "Parties" and individually as a "Party").

WHEREAS

- (A) The Issuer proposes to issue and allot up to 15,000 (fifteen thousand) senior, secured, rated, listed, redeemable and non-convertible debentures with nominal value of INR 1,00,000 (Indian Rupees One Lakh only) each, aggregating to not more than INR 150,00,00,000 (Indian Rupees One Hundred and Fifty Crores) in one or more Tranches (the "Debentures") on private placement basis, in accordance with the provisions of the Companies Act, 2013 (the "Act"), the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended, varied or modified from time to time ("NCS Regulations") and other regulations applicable to issue of non-convertible debentures notified by Securities and Exchange Board of India ("SEBI").
- (B) The Issuer has *vide* the resolution of the board of directors under Section 179 of the Act passed at its meeting held on 20 August 2024 read with the resolution of the board of directors passed at its meeting held on 20 November 2024 and resolution of the shareholders passed at a meeting on 12 September 2024 as required under Section 180 (1)(c) of the Act, authorised issuance of the Debentures. Accordingly, the Issuer proposes to issue and allot the Debentures on private placement basis in terms of the general information document and key information document(s) to be issued by the Issuer and filed with Exchange (the "Disclosure Documents"), and on the terms and conditions set out in the Debenture Trust Deed.
- (C) The Debentures will be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996 and rules notified by the Depository from time to time. Accordingly,

 Issuer		
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the Issuer has entered into agreements with the Depository for issuing the Debentures in dematerialised form.

- (D) The Debentures are proposed to be listed on the wholesale debt market segment of BSE Limited (“Exchange”) pursuant to and in accordance with the NCS Regulations.
- (E) Pursuant to the Act, the NCS Regulations and the SEBI (Debenture Trustees) Regulations, 1993, as amended from time to time (the “Debenture Trustee Regulations”), the Issuer is required to appoint a debenture trustee for the benefit of and to act for and on behalf of the holders of the debentures (the “Debenture Holders”) and accordingly, the Issuer has approached Catalyst Trusteeship Limited to act as the debenture trustee for the Debenture Holders.
- (F) The Debenture Trustee is registered with SEBI as a debenture trustee under the Debenture Trustee Regulations.
- (G) Pursuant to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), as may be amended, varied or modified from time to time, and the SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11 November 2024, the Issuer has/ will execute the uniform listing agreement and will comply with the said Listing Regulations *inter-alia* by furnishing the requisite information to the Exchange, the Debenture Trustee and the Debenture Holders.
- (H) At the request of the Issuer, Catalyst Trusteeship Limited has agreed to act as the Debenture Trustee in relation to the Debentures on the terms and conditions agreed upon and hereinafter set out in the Debenture Trust Deed to be executed on or about the date of this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 DEFINITIONS AND CONSTRUCTION

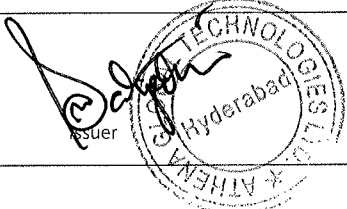
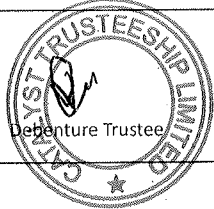
Capitalised terms used but not expressly defined herein shall have the meanings ascribed to such terms in the Debenture Trust Deed. The provisions in clause 1.2 (*Construction*) of the Debenture Trust Deed shall apply *mutatis mutandis* to this Agreement with all the necessary changes.

2 APPOINTMENT

The Issuer hereby appoints Catalyst Trusteeship Limited as the debenture trustee for the Debenture Holders in respect of the Debentures to be issued by the Issuer in one or more Tranches and Catalyst Trusteeship Limited hereby agrees to act as the debenture trustee for the benefit of the Debenture Holders.

3 DEBENTURE TRUST DEED

- (a) The Issuer proposes to execute a debenture trust deed with the Debenture Trustee (“Debenture Trust Deed”) on or after the date of execution of this Agreement.
- (b) All other rights, powers and obligations of the Debenture Trustee, the terms of appointment of the Debenture Trustee, settlement and declaration of trust, terms and

	
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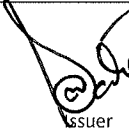
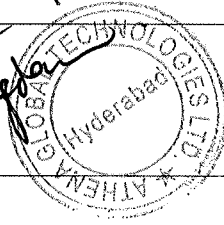

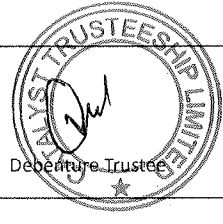
conditions of the Debentures, representations and warranties of the Issuer, event of defaults, covenants of the Issuer and provisions on retirement and removal of the Debenture Trustee shall be as set out in the Debenture Trust Deed.

4 SECURITY


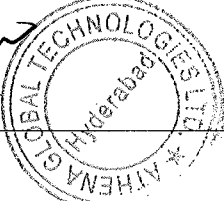

The Issuer shall create the Security in accordance with the Debenture Documents in a form and manner acceptable to the Debenture Trustee and the Issuer undertakes that the Security to be created in accordance with the Debenture Documents is free from any Encumbrance (other than Permitted Encumbrance) and if the relevant assets of the Issuer are already charged to secure any debt, then permissions or consents to create the relevant charge on such assets of the Issuer have been / will be obtained from the existing creditors in accordance with the terms of the Debenture Documents.

5 UNDERTAKINGS AND CONFIRMATIONS

- (a) The Issuer shall comply with the provisions of the Act and other Applicable Laws in respect of allotment of Debentures. The Issuer shall furnish to the Debenture Trustee such information as may be required in terms of the Act and other Applicable Laws, the Debenture Trust Deed and other Debenture Documents.
- (b) The Issuer shall execute the Debenture Trust Deed consisting of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 or as near thereto as possible in favour of the Debenture Trustee in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the issue of Debentures in favour of the Debenture Trustee, before making the application for listing of the Debentures with the Exchange, setting out the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Issuer and the Debenture Trustee. Where the Issuer fails to execute the Debenture Trust Deed within the period specified under Applicable Law, without prejudice to any liability arising on account of violation of the provisions of Applicable Law, the Issuer shall also pay interest at the rate set out in the NCS Regulations till the execution of the Debenture Trust Deed.
- (c) The Issuer hereby declares and confirms that the Issuer or the person(s) in control of the Issuer, or its promoter(s) have not been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities.
- (d) The Issuer confirms that all necessary disclosures shall be made in the Disclosure Documents in relation to the Debentures (or relevant Tranche of Debentures, as the case may be) including but not limited to statutory and other regulatory disclosures.
- (e) The Debenture Trustee "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/ invested by Debenture Holders in relation to the Debentures and is not prohibited from acting as the Debenture Trustee under Rule 18(2)(c) of the Companies (Share Capital and Debenture) Rules, 2014, as amended or modified from time to time.

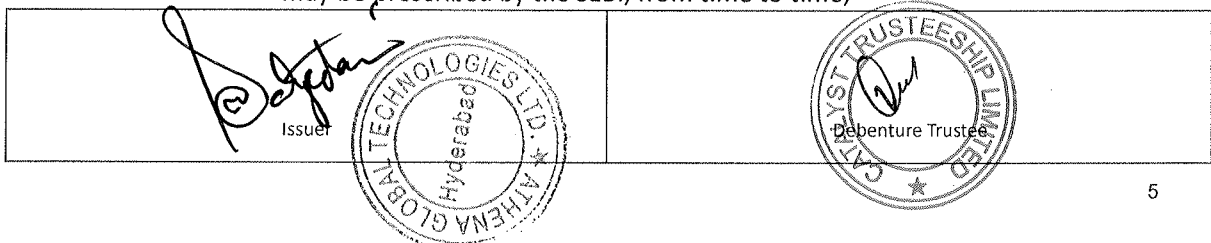
 Issuer		 Debenture Trustee	
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- (f) The Issuer undertakes to promptly furnish all and any information and documents as may be required by the Debenture Trustee from time to time and at any time including without limitation the following documents, as may be applicable:
- (i) memorandum and articles of association of the Issuer;
 - (ii) this Agreement;
 - (iii) the Debenture Documents;
 - (iv) Disclosure Documents in relation to the issue of Debentures to facilitate the Debenture Trustee to review and provide comments, if any;
 - (v) certified true copies of the special resolutions of the shareholders of the Issuer under section 180(1)(c) and 180(1)(a) of the Act and such other resolution as required under the Act;
 - (vi) certified true copy of the resolution of the board of directors of the Issuer for appointment of the Debenture Trustee, approval of the Debenture Documents and issuance of the Debentures;
 - (vii) certified true copy of the resolution of the board of directors of the Issuer for allotment of Debentures and a list of the first allottees;
 - (viii) letters from credit rating agencies about ratings;
 - (ix) a return of allotment filed with the registrar of companies (Form No-PAS 3);
 - (x) a complete record of private placement offers made by the Issuer (Form No. PAS-5);
 - (xi) the necessary corporate Authorisations by way of board/ committee resolutions and/ or shareholders' resolutions necessary in relation to the Debentures;
 - (xii) debenture redemption reserve and debt recovery fund (if applicable as per the Act and/or rules made thereunder, as amended from time to time);
 - (xiii) confirmation/ proofs of payment of interest and principal made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed;
 - (xiv) copy of last three years' audited annual reports;
 - (xv) periodical reports on quarterly basis as may be required to be furnished by the Issuer under Applicable Law;
 - (xvi) copy of latest annual report/ limited review half yearly consolidated (wherever available) and standalone financial information (profit and loss

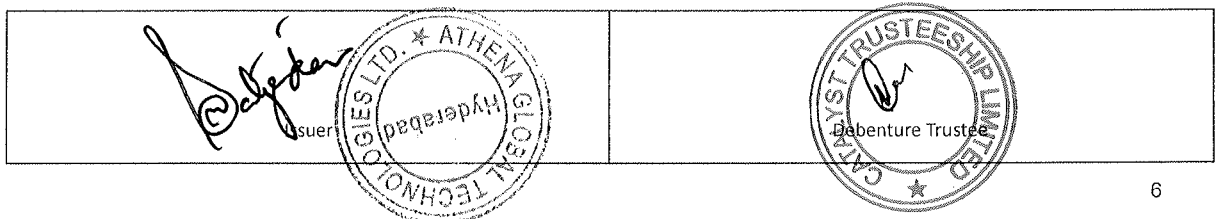
 Issuer	 Catalyst Trusteeship Limited Hyderabad	 Debenture Trustee
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statement, balance sheet and cash flow statement) and auditor qualifications, if any;

- (xvii) agreement with the registrar to issue;
- (xviii) statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (xix) certificate from the statutory auditor on a quarterly basis regarding maintenance of security cover including compliance with the covenants of the Disclosure Documents;
- (xx) certificate from statutory auditor regarding utilisation of funds/issue proceeds;
- (xxi) periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to Exchange under the Debenture Trustee Regulations, SEBI Master Circular for Debenture Trustees dated 16 May 2024, Debt Securities Regulations, Listing Regulations or debt listing agreement;
- (xxii) beneficiary position reports as provided by the registrar and transfer agent;
- (xxiii) in principle approval for listing of the Debentures from the Exchange;
- (xxiv) listing application along with the required details/ annexures submitted to Exchange;
- (xxv) acknowledgement of filing Disclosure Documents with the Exchange;
- (xxvi) listing and trading permission from the Exchange;
- (xxvii) details of the recovery expenses fund to be created by the Issuer in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter/ confirmation from Exchange on the amount of such fund maintained and the mode of maintenance;
- (xxviii) bank account details of the Issuer along with copy of pre-authorisation letter issued by Issuer to its banker in relation to the payment of redemption amount;
- (xxix) proof of credit of the Debentures in favour of the Debenture Holders/ dispatch of debenture certificates to the Debenture Holder within the timelines stipulated under the Debenture Trust Deed;
- (xxx) details of the Depository with whom the Debentures are being held in dematerialised form;
- (xxxii) a valuation report and title search report for the immovable or movable assets forming part of the Secured Assets, in each instance, within such timelines as may be prescribed by the SEBI, from time to time;



- (xxxii) certificates of registration of charge by the relevant registrar of companies in relation to the Security to be created pursuant to the Debenture Documents in accordance with the timelines prescribed under the Debenture Trust Deed; and
- (xxxiii) such other documents as may be reasonably required by the Debenture Trustee.
- (g) The Issuer will provide and procure all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee, to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.
- (h) The Issuer shall (and shall ensure that each Obligor shall), co-operate with the Debenture Trustee and shall submit any information, forms, documents or undertakings (by whatever name called) to the Debenture Trustee, as may be deemed necessary by the Debenture Trustee, in its sole discretion, in accordance with the Applicable Laws.
- (i) The Issuer will submit the details required as per Schedule I of the NCS Regulations, Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated 22 May 2024, each as amended, varied or modified from time to time (collectively referred to as “**Debt Securities Regulations**”) to the Exchange for the purpose of listing the Debentures.
- (j) The Issuer will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the Exchange, for the purpose of listing the Debentures, after the allotment of the Debentures, and will apply to obtain the listing approval for the Debentures. A copy of the listing approval received from the Exchange will be forwarded to the Debenture Trustee.
- (k) The Issuer hereby declares and confirms that, as on the date of this Agreement, and the date of filing the Disclosure Documents, it is an ‘eligible issuer’ in accordance with Regulation 5 of the NCS Regulations.
- (l) The Issuer confirms and declares that the Issuer will maintain security cover of at least 100% (one hundred percent) or higher security cover, such that the Debentures are classified as “secured debentures” as per the Act and the NCS Regulations.
- (m) The Issuer shall make all filings with respect to the Debentures and the interest over Security proposed to be created to secure the Debentures within the timeline set out in the Debenture Documents and as per Applicable Law. The Debenture Trustee shall make the necessary filings with the information utilities with respect to the Debentures and the Debenture Documents and the Issuer shall (and shall ensure that each Obligor shall) authenticate such information within the timelines set out in the Debenture Trust Deed.
- (n) In terms of Chapter XI of the SEBI’s Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and



Commercial Paper dated 22 May 2024, as amended, varied or modified from time to time, the Issuer hereby submits the following details of its bank account from which it proposes to pay the Redemption Amount and Coupon in respect of the Debentures and hereby pre-authorises the Debenture Trustee to seek debt redemption payment related information from the said bank.

Bank Account Details:

Name of Bank : HDFC Bank Limited

Account Name : Athena Global Technologies Limited Issuer Escrow Account

Account No. : 57500001586744

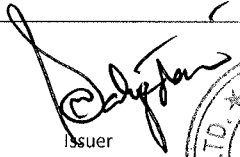


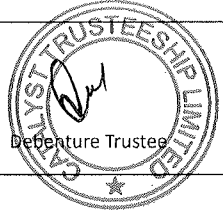
IFSC Code : HDFC0000003

Branch address : K G MARG, New Delhi

- (o) The issuer hereby further agrees and undertakes that it shall also inform the Debenture Trustee and Debenture Holders of any change in above bank details within 1 (One) Business Day of such change. Without prejudice to the aforesaid, the Issuer further agrees and undertakes that it shall not change the bank account for making payments of the Redemption Amounts and Coupon without obtaining prior written consent of the Debenture Trustee.

6 SECURITY AND DUE DILIGENCE

- (a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the Secured Assets and whether all permissions or consents (if any) as may be required to create the interest over the Security as stipulated in the Disclosure Documents, the Debenture Trust Deed and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, and/or in accordance with the Approved Instructions, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Obligor. Further, the Debenture Trustee may also have the Obligor's assets inspected by its officers and/or external auditors/ valuers/ consultants/ lawyers/ technical experts/ management consultants appointed by the Debenture Trustee (in accordance with the Approved Instructions).
- (b) The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist the diligence by the Debenture Trustee.
- (c) Creation of Security and due diligence
- (i) The Debenture Trustee agrees and acknowledges that, it shall carry out due diligence in respect of the Security over the Secured Assets and provide its due diligence certificates as required under the SEBI Master Circular for

 Issuer		 Debenture Trustee	
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Debenture Trustees dated 16 May 2024, the Debt Securities Regulations and all other Applicable Law.

- (ii) All Security required to be created under the Debenture Trust Deed shall be created and perfected in the manner and in accordance with the timelines as set out in the Debenture Trust Deed without any delays whatsoever.

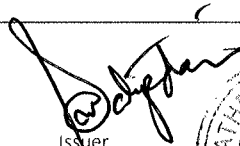
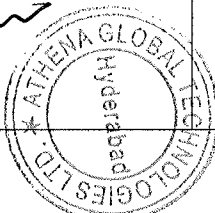
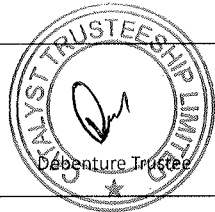
7 INFORMATION ACCURACY AND STORAGE

- (a) The Issuer declares that the information and data furnished by the Issuer to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement.
- (b) The Issuer confirms that the requisite disclosures made in the Disclosure Documents are true and correct.
- (c) All disclosures made in the Disclosure Documents with respect to creation of security are in conformation with the clauses of this Agreement.
- (d) The Issuer undertakes and acknowledges that the Debenture Trustee and any other authorised agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them, for the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.
- (e) The Issuer hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders information including the credit history and the conduct of the account(s) of the Issuer as well as all details in relation to the assets of the Issuer.
- (f) The Issuer confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.
- (g) The Issuer further confirms that:
 - (i) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the Debenture Trustee, etc.) shall be disclosed in Disclosure Documents; and
 - (ii) Terms and conditions of this Agreement including fees charged by the Debenture Trustee and process of due diligence carried out by Debenture Trustee shall be disclosed under the Disclosure Documents.

8 AUTHORISATION AND CONSENTS

All Authorisations required:

- (a) to enable the Issuer to lawfully enter into, exercise its rights and comply with its obligations in this Agreement;

 Issuer		 Debenture Trustee
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- (b) to make this Agreement admissible in evidence in India;
- (c) to ensure the obligations of the Issuer under this Agreement, are legal, valid, binding, and enforceable,

have been obtained or effected and are in full force and effect.

9 STAMP DUTY

- (a) The Issuer shall pay all stamp duty, charges and penalties payable in respect of the Debentures, the Debenture Documents and/or the transactions contemplated thereby (including, without limitation, any differential stamp duty, charges and penalties payable on any Debenture Document as a result of that Debenture Document being brought into any state in India, whether for filing with any Governmental Authority or for enforcement of the Debenture Documents), and in the event of the Issuer failing to pay such stamp duty, charges or penalties, the Debenture Trustee may (but shall not be bound to) pay the same and the Issuer shall reimburse the same to the Debenture Trustee on demand.
- (b) The Issuer shall pay and, within 5 (five) Business Days of demand, indemnify each Secured Party against any cost, loss or liability that such Secured Party incurs in relation to all stamp duty, registration and other similar duties and related charges and penalties paid or payable in respect of the Debentures and/or any Debenture Document.

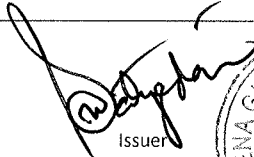
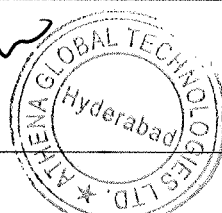
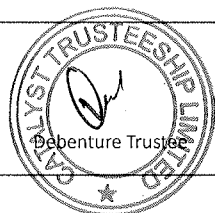
10 COST AND EXPENSES

(a) Debenture Trustee Fees

- (i) The Issuer shall pay to the Debenture Trustee, so long as it holds the office of the debenture trustee, remuneration, costs and expenses, for their services as debenture trustee as specified under their letter dated 21 November 2024 bearing reference no. CL/DEB/24-25/865 as annexed in **Schedule I** (*Fee Letter of the Debenture Trustee*) to this Agreement and may be amended or modified from time to time.
- (ii) Arrears of instalments of annual service charges, if any, and/ or delay in reimbursement of cost, charges and expenses shall carry interest at the rate of 16% (sixteen percent) per annum or applicable interest rate under the Micro, Small and Medium Enterprises Development Act, 2006, whichever is higher, from the date it becomes due till the actual payment, which shall be charged and payable on quarterly compounded basis.

(b) Due Diligence Cost

The Issuer shall, within 5 (five) Business Days of demand, pay all reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including

 Issuer		
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all reasonable out of pocket expenses towards legal or inspection costs, travelling and other costs incurred by Debenture Trustee.

(c) **Transaction expenses**

The Issuer shall, within 5 (five) Business Days of demand, pay the Debenture Trustee the amount of all costs and expenses (including legal fees) incurred by any Secured Party (and in the case of the Debenture Trustee, by any Receiver) in connection with (a) subscription to, or holding of the Debentures, and/or (b) the transactions contemplated by the Debenture Documents.

11 **NOTICES**

11.1 **Communications**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, letter or electronic mail.

11.2 **Address – Issuer**

Notices and communications to be given to the Issuer shall be sent to:

Address: 2nd floor, Unit No. 203 Gowra Palladium, Sy.No 8A & 8B1 in Survey Nos. 83/1, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500081 Telangana India

Attention: Satyendra Manchala

Fax number: +(91) 40 23119614

Email address: satish@athenagt.com

or any substitute address, fax number, email address or department or officer as the Issuer may notify to the Debenture Trustee by not less than 5 (five) Business Days' notice.

11.3 **Address – Debenture Trustee**

Notices and communications to be given to the Debenture Trustee shall be sent to:


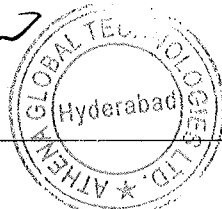

Address: 901, 9th floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013

Attention: Mr. Umesh Salvi, Managing Director

Fax number: (022) 49220505

E-mail address: ComplianceCTL-Mumbai@cltrustee.com

or any substitute address, fax number, email address or department or officer as the Debenture Trustee may notify to the Issuer by not less than 5 (five) Business Days' notice.

 Issuer		
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11.4 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if sent by fax before 5 p.m. on a Business Day in the place to which it is sent, when sent or, if sent by fax at any other time, at 9 a.m. on the next Business Day in that place, provided, in each case, that the person sending the fax shall have received a transmission receipt;
- (b) if by way of letter, when it has been left at the relevant address before 5 p.m. on a Business Day in the place to which it is sent, when sent or, if sent at any other time, at 9 a.m. on the next Business Day in that place or 5 (five) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
- (c) if by way of electronic mail sent by the Debenture Trustee to any person, when sent by the Debenture Trustee unless the Debenture Trustee receives a message indicating failed delivery; and
- (d) if by way of electronic mail sent by the Issuer when actually received in readable form by the Debenture Trustee and then only if it is addressed in such a manner as the Debenture Trustee shall specify for this purpose,

and if it is expressly marked for the attention of the department or officer identified in Clause 11.2 (*Address – Issuer*) or Clause 11.3 (*Address – Debenture Trustee*) (or any substitute department or officer as the other person shall specify for this purpose).

11.5 Indemnity

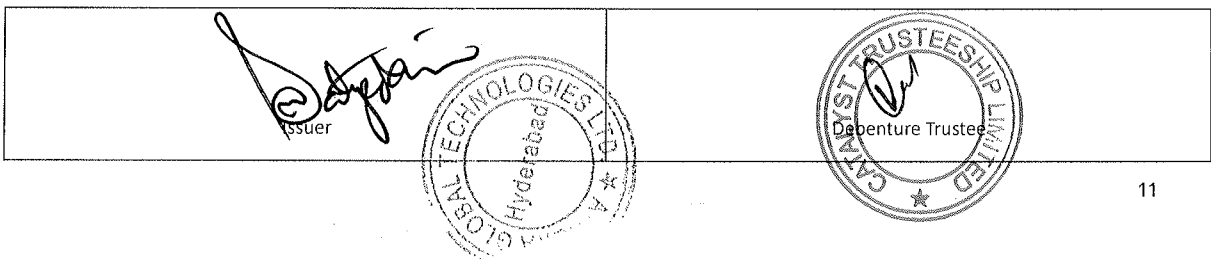
The Issuer shall indemnify and keep indemnified the Secured Parties from and against all costs, losses, damages, action, suits, claims, demands and expenses arising as a result of or incurred or suffered by the Secured Parties by placing reliance upon any instruction issued by, or documents provided by, the Issuer by way of electronic communication in accordance with the provisions of this Clause 11 (*Notices*).

11.6 Electronic Communications

Each of the Issuer and the Debenture Trustee shall notify each other promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 (twenty four) hours). Upon the affected person notifying the relevant persons mentioned above, all notices between those persons shall be sent by fax or letter in accordance with this Clause 11.6 (*Electronic Communications*) until the affected person notifies the other persons that the technical failure has been remedied.

11.7 Reliance

- (a) Any notice sent under this Clause 11 (*Notices*) can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and if it bears what appears to



be the signature (original or facsimile) of an authorised signatory of the sender (in each case without the need for further enquiry or confirmation).

- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

11.8 English language

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English, then it has to be accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

11.9 Notwithstanding anything to the contrary contained in any other Debenture Document, the Issuer hereby authorises the Debenture Trustee to act and rely on any instructions or communications, for any purpose, which may from time to time be or purport to be given by any form of electronic communication (provided with or without electronic signatures), including facsimile/email, (including such instructions/communications as may be or purport to be given by those authorised to communicate with the Debenture Trustee). The Issuer understands and acknowledges that there are risks involved in sending instructions via any electronic form including facsimile/email to the Debenture Trustee and hereby agrees that all such risks shall be fully borne by the Issuer and it assumes full responsibility for the same, and the Debenture Trustee will not be liable for any losses or damages arising upon the Debenture Trustee acting or the Debenture Trustee's failure to act, wholly or in part, in accordance with such electronic form instructions including facsimile/email.

12 EFFECTIVENESS

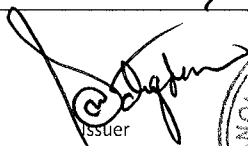
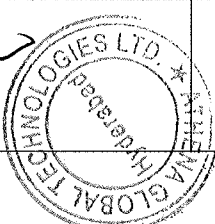


This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date.

13 GOVERNING LAW AND JURISDICTION

The provisions set forth in clause 30 (*Governing Law*) and clause 31 (*Enforcement*) of the Debenture Trustee Deed, are deemed to be incorporated herein by reference and apply to this Agreement *mutatis mutandis* and made a part of this Agreement as if (a) such provisions were set forth in full herein; and (b) references in those clauses to "this Deed" were references to this Agreement.

14 SUCCESSORS AND ASSIGNS

- (a) The Issuer will not assign or transfer any of its rights or obligations (including, for the avoidance of doubt, by declaring or creating any trust of its rights, title, interest or benefits) under this Agreement or the other Debenture Documents.

 Issuer		 Debenture Trustee	
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(b) The Debenture Trustee shall be entitled to freely assign its rights under this Agreement to any person without the prior consent of the Issuer, in accordance with the manner set out in the Debenture Trust Deed.

15 **INCONSISTENCY**

If there is any inconsistency between this Agreement and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail over the provisions of this Agreement.

16 **SEVERABILITY**


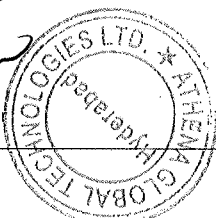

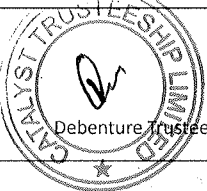
Every provision contained in this Agreement shall be severable and distinct from every other provision of this Agreement and if, at any time, any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof, to the extent severable, shall not be in any way be affected or impaired thereby nor the validity or enforceability under the law of any other jurisdiction of such provision or any other term or provision shall be in any way affected or impaired.

17 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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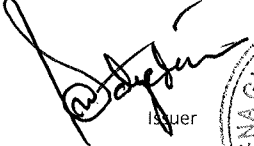
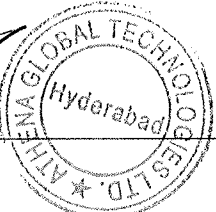

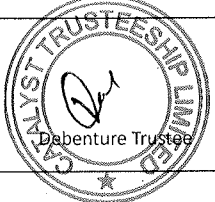
(schedule to follow)

 Issuer 	 Debenture Trustee 
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SCHEDULE I | FEE LETTER OF THE DEBENTURE TRUSTEE

[Attached separately]

(signature pages to follow)

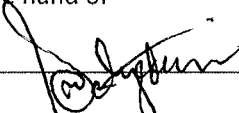
 Issuer 	 Debenture Trustee 
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SIGNATURES

SIGNED and DELIVERED by **Athena Global Technologies Limited**

in its capacity as the **ISSUER**

by the hand of

 its duly authorised

Official authorized by way of resolution of its board of directors dated 20 August 2024 read with the resolution of its board of directors dated 20 November 2024.

For ATHENA GLOBAL TECHNOLOGIES LIMITED



Managing Director

SIGNED and DELIVERED by **Catalyst Trusteeship Limited**

in its capacity as the **DEBENTURE TRUSTEE**

by the hand of

Vinod Tacluka its duly authorised

official

For CATALYST TRUSTEESHIP LIMITED


Authorised Signatory