

**GRANT OF PROFITS INTEREST UNITS**  
**UNDER**  
**OptionWyse Capital Holdings**

This GRANT OF PROFITS INTEREST UNITS AGREEMENT (this “Agreement”) dated as of 26<sup>th</sup> Day or March, 2025 (the “Grant Date”) is made by and between OptionWyse Capital Holdings (the “Company”), and Divyanshu Kashyap (Adhar Card Number) XXXX-XXXX-0761 (“Grantee”) pursuant to the OptionWyse Capital Holdings PROFITS INTEREST PLAN adopted on August 16, 2024 (the “Plan”).

1. **Definitions.** Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Plan or the OptionWyse Capital Holding Agreement, as applicable. The following terms shall have the following meanings:

(a) “Administrator” has the meaning set forth in the Plan.

(b) “Bankruptcy” shall mean (i) the filing of a voluntary petition under any bankruptcy or insolvency law, or a petition for the appointment of a receiver or the making of an assignment for the benefit of creditors, with respect to Grantee or any Permitted Transferee, or (ii) Grantee or any Permitted Transferee being subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to Grantee’s or such Permitted Transferee’s assets, which involuntary petition or assignment or attachment is not discharged within sixty (60) days after its date, or (iii) Grantee or any Permitted Transferee being subject to a transfer of this Agreement or the Profits Interest Units by operation of law (including by divorce, even if not insolvent), except by reason of death.

(c) “Board” has the meaning set forth in the Partner Agreement of OptionWyse Capital Holdings.

(d) “Cause” has the meaning set forth in any employment agreement between Grantee and the Company or its subsidiaries, or if Grantee does not have an employment agreement or if such term is not defined therein, shall mean (i) any of the following, as determined by the Company in its reasonable judgment: (A) indictment for, conviction of, or pleading of guilty or nolo contendere to, a felony, violent crime, or a crime involving moral turpitude; (B) theft, conversion, embezzlement or misappropriation by Grantee of funds or other assets of the Company (which, for purposes of this definition, shall include any affiliates thereof) or any other act of fraud or dishonesty with respect to the Company (including acceptance of any bribes or kickbacks, insider trading or other acts of self-dealing); (C) Grantee’s willful misconduct or gross negligence in the performance of Grantee’s duties to the Company; (D) Grantee’s material failure to perform or habitual neglect of Grantee’s duties to the Company or to follow the lawful directives of the Board following written notice and a period of not less than thirty (30) days to cure; (E) a final determination by a government agency or court that an employment discrimination or sexual harassment law has been violated by Grantee; or (F) any material breach by Grantee of any written agreement between Grantee and the Company pursuant to which Grantee provides services to the Company; provided, that if such material breach described in this subsection (F) is curable, such material breach shall not constitute Cause if such material breach is fully cured by Grantee within five (5) business days following written notification by the Company to Grantee, and (ii) if any of the facts and circumstances described in (A) through (F) above existed as of the date of Grantee’s termination (whether or not known by the Board as of the termination or discovered after any such termination), by a vote of the Board, the Company may deem the termination of Grantee’s employment or arrangement to have been for Cause and, for all purposes of this Agreement, the termination shall be treated as a termination by the Company for Cause and the

Company and Grantee shall have the corresponding rights or obligations associated with a termination for Cause.

- (e) “OptionWyse Capital Holding Agreement” has the meaning set forth in the Plan.
- (f) “Permitted Transferee” shall mean any Person that receives a Transfer (as defined in the OptionWyse Capital Holding Agreement) of a Profits Interest Unit in accordance with the terms and conditions of the Plan, this Agreement and the OptionWyse Capital Holding Agreement.
- (g) “Person” has the meaning set forth in the OptionWyse Capital Holding Agreement.
- (h) “Profits Interest Unit” has the meaning set forth in the Plan.
- (i) “Sale of the COMPANY” has the meaning set forth in the OptionWyse Capital Holding Agreement.
- (j) “Vesting Commencement Date” shall mean the Grant Date.

## 2. Issuance of Profits Interest; Vesting.

(a) Issuance. The Company hereby grants to Grantee 42,525.00 Class C Units in the Company, subject to the terms and conditions contained herein. The Profits Interest Units have a Distribution Threshold of \$707,086.34. Company agreed to issue Class C units to Grantee at \$1 per unit with the INR to USD hedge value of INR 83.5 vested as per the terms mentioned in clause 2(d) and 2(e) of this document.

(b) General Terms. Profits Interest Units do not have any voting rights. Grantee shall not have any rights to receive distributions (other than Tax Distributions, to the extent approved by the Board) with respect to any Profits Interest Units granted hereunder until such Profits Interest Units become Vested Units (as defined below) pursuant to subsections (d), (e) and (f) below. Grantee hereby agrees and acknowledges that the Profits Interest Units granted hereunder are intended to represent a profits interest in the Company and not an initial capital interest. Once vested, and subject to the Distribution Threshold, the Profits Interest Units shall be entitled to distributions in accordance with the provisions of the OptionWyse Capital Holding Agreement. For the avoidance of doubt, Grantee hereby acknowledges and agrees that (i) the distributions to which Grantee will be entitled shall be determined (a) taking into account that such Profits Interest Units are intended to represent a “profits interest” for purposes of Revenue Procedure and (b) based on the Distribution Threshold with respect to the Profits Interest Units that is intended to result in such Profits Interest Units being treated as a “profits interest” for purposes of Revenue Procedure as of the date such Profits Interest Units are issued, and (ii) once Profits Interest Units become Vested Units, holders of such units shall only be entitled to distributions pursuant to the OptionWyse Capital Holding Agreement. Company will have all the rights to change, rebrand or re-register the name in future and this contract will not be considered as null and void unless mutually agreed and Fresh contract may be executed by Company and Grantee amicably.

(c) Financials: Grantee to received Pre-Tax INR 1,35,000.00 (One Lakh thirty five thousand) per month as a remuneration along with INR 35,000.00 per month towards fringe benefits for business purchase only post submission of the invoices under the name of the company. Any unutilized amount every month will be rolled over to next month with the cap limit of every quarter. With this financial, there will be a commitment of 30 hours per week from grantee to work on Company’s task as mutually agreed.

(d) Vesting. Subject to Section 4 below and the determination of the Administrator, in its sole discretion, to accelerate the vesting schedule hereunder, twenty five percent (25%) of the Profits Interest Units (i.e., 10,631.00) will vest in accordance with the terms of Section 2(e) (“Time-Vested Units”), , and seventy five percent (75%) of the Profits Interest Units (i.e., 31,894.00 Profits Interest Units) will vest in accordance with the terms of Section 2(e).

(e) Time-Vested Units. To the extent that Grantee continuously remains employed by or provides services to the Company or a direct or indirect subsidiary of the Company, in each case from the Grant Date through and including each such date referred to herein for the period of three years and can be vested after three years of continuous employment with the Company. Allotment of the Grant units will be considered as per the agreed schedule of 25% after 9(nine) months from the contract execution followed by the rest 75% will be distributed and allotted at 6(six) monthly intervals. For the avoidance of doubt, to the extent that Grantee continuously remains employed by or provides services to the Company, in each case from the Grant Date through and including each such date, then 100% of the Time-Vested Units issued hereunder shall become Vested Units on the Third anniversary of the Vesting Commencement Date. Notwithstanding the foregoing, if a Sale of the COMPANY occurs on or before the Third anniversary of the Vesting Commencement Date and provided the Grantee has been continuously employed by or providing services to the Company, in each case from the Grant Date through and including the date of such Sale of the COMPANY, then 100% of the Time Vested Units shall immediately vest upon the date of the Sale of the COMPANY.

(f) Technology Milestones. To the extent that Grantee continuously remains employed by and achieves the defined Technology Milestone within the first year of commencing employment, Whether the conditions of the Technology Milestone are met or not is at the sole discretion of the Company, its management, and its Board of Directors.

3. Distributions with Respect to the Profits Interest. The Company shall make distributions to Grantee with respect to the Vested Units in accordance with the terms of the Plan and the OptionWyse Capital Holding Agreement. For the avoidance of doubt, the Company shall not be obligated to make any distributions to Grantee with respect to any Profits Interest Unit granted hereunder that is not also a Vested Unit or where the value of the distribution (including all prior aggregate distributions and redemption payments since the issuance of the Profits Interest Unit) does not exceed the Distribution Threshold.

4. Termination of Rights. Except as may otherwise be provided by the Administrator in its sole discretion, Grantee’s rights under this Agreement are subject to termination as set forth below:

(a) Termination For Cause. If (i) Grantee’s employment or other service with the Company or its subsidiaries is terminated for Cause, then (x) this Agreement shall terminate, (y) all rights hereunder shall cease and be cancelled and (z) the Profits Interest Units, including any Vested Units, shall automatically be cancelled and, in each case, Grantee shall have no continuing rights of any nature with respect to the Profits Interest Units granted hereunder, in each case pursuant to this Agreement, the Plan or the OptionWyse Capital Holding Agreement. Cause can be defined as but not limited to performance of the employee, disciplinary issues, moonlighting by grantee and/or any fraudulent activity by grantee which may impact the company, and/or any defamation to the company by grantee.

(b) Termination By the Company Without Cause; Termination by Grantee; Death or Disability; Bankruptcy. If (i) Grantee’s employment or other service with the Company is terminated by the Company for any reason other than for Cause, (ii) Grantee resigns and terminates Grantee’s employment or other service with the Company for any reason, (iii) Grantee’s employment or other service with the Company is terminated by reason of Grantee’s death or disability, or (iv) Grantee (or Permitted Transferee) undergoes Bankruptcy, then as of the earlier to occur of the events described in foregoing clauses (i) through

(iv) (such time, the “Trigger Effective Time”), (x) all Profits Interest Units that are Unvested Units as of the Trigger Effective Time shall be automatically cancelled and of no further force or effect as of such Trigger Effective Time, and (y) the Company shall have the right, but not the obligation, at any time following the Trigger Effective Time, by written notice to Grantee (or Permitted Transferee), to repurchase from Grantee (or Permitted Transferee) any Profits Interest Units that are Vested Units as of the Trigger Effective Time for a per unit price equal to the fair market value of such Vested Units as of the Trigger Effective Time. The fair market value of the Vested Units, for purposes of this Section 4, shall be determined in good faith by the Administrator in its sole discretion, taking into account any factors which are reasonably appropriate, including without limitation, the applicable Distribution Threshold and an appropriate discount for minority interests and illiquidity. The purchase price for such units may be paid in cash or a promissory note with a repayment term not exceeding three (3) years and an interest rate not less than the applicable federal rate.

(c) Administrator Determinations. For purposes hereof, the Administrator’s determination of whether Grantee has incurred a termination of employment or other service and the reason for termination of Grantee’s employment or other service shall be conclusive and binding on Grantee and his or her representatives, legatees and/or Permitted Transferees.

5. Transfer/Assignment. Grantee may not Transfer any of Profits Interest Unit granted hereunder, including, without limitation, Vested Units, or any of its rights under this Plan, a Profits Interest Agreement, or the OptionWyse Capital Holding Agreement, in each case, in whole or in part, to any Person or entity without (a) the prior written consent of the Company, which consent may be withheld in the Company’s reasonable discretion and (b) in full compliance with the terms of the OptionWyse Capital Holding Agreement.

6. Miscellaneous Provisions.

(a) OptionWyse Capital Holding Agreement. This Agreement is an Incentive Agreement (as defined in the OptionWyse Capital Holding Agreement) and the Profits Interest Units granted hereunder are subject to all of the provisions set forth in the OptionWyse Capital Holding Agreement, including all transfer restrictions and obligations and confidentiality obligations set forth therein.

(b) Withholding Taxes. Grantee is solely liable for any and all taxes due in connection with the Profits Interest Units; *provided that*, the Company may, in its sole discretion, withhold from any distributed amounts any country, state or local taxes of any kind required by law to be withheld.

(c) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(d) Adjustments for Changes in Capital Structure. The Profits Interests Units are subject to adjustment as set forth in Section 7 of the Plan. References herein and in the Plan to Profits Interest Units will be construed to include any securities resulting from an adjustment pursuant to this Section 6(f).

(e) Changes and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. Except as otherwise provided herein or in the Plan or OptionWyse Capital Holding Agreement, this Agreement may be changed, modified or terminated only by an agreement in writing signed by the Administrator and Grantee.

(f) Governing Law. This Agreement shall be governed by, and construed under, the laws of Ministry of Corporate Affairs, India and should be governed by the jurisdiction of Noida, Uttar Pradesh, without regard to the conflicts of laws principles of such State or any other jurisdiction.

(g) Headings. The headings are intended for convenience only and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(h) Savings Clause. If any provisions of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(i) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by email or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or Grantee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(j) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, permitted assigns and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all of the rights of the Company hereunder to the extent of such assignment.

(k) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts (including .pdf), each of which shall be deemed an original, but all of which shall constitute one and the same document.

(l) WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(N).

(m) Investment Representations. Grantee agrees to provide, upon request, customary representations to the Company regarding the Grantee's investment intent with respect to the Profits Interest Units granted hereunder.

(n) Power of Attorney. Grantee agrees to provide, upon request, a unit power, endorsed in blank, and a power of attorney to the Secretary of the Company, with full power of substitution, with respect to the Profits Interest Units granted hereunder, for the purpose of allowing the Secretary of the Company, upon transfer or forfeiture of any such units in accordance with the terms of this Agreement, to cancel any unit certificate or to transfer the Profits Interest Units on its books; the foregoing appointment being coupled with an interest and expressly made irrevocable. Any unit certificate issued in connection with the Profits Interest Units shall bear such restrictive legends as the Administrator deems necessary or appropriate in its sole discretion.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Grant of Profits Interest Units has been executed as of the Grant Date.

**COMPANY:**

By: OptionWyse Capital Holding  
Name: Jatin Malhotra  
Title: CEO

Notice Address:  
10<sup>th</sup> Tower, 404, Lotus Boulevard, Noida  
Uttar Pradesh -201301  
jmalhotra@optionwyse.com

**GRANTEE:**

By: Divyanshu Kashyap

Notice Address:  
Flat No 8F, 2<sup>nd</sup> Floor, Vikrant Apartments Rohini Sector  
13, Delhi 110085  
dakshyaofficial@gmail.com