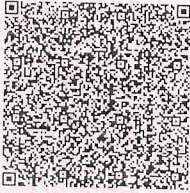


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INDIA NON JUDICIAL Chandigarh Administration

e-Stamp

Certificate No. : IN-CH34322844357941U
Certificate Issued Date : 16-Apr-2022 03:35 PM
Certificate Issued By : chnarkums
Account Reference : NONACC (GV)/ chspicg07/ E-SAMPARK SEC-18/ CH-CH
Unique Doc. Reference : SUBIN-CHCHSPICG0768168054832021U
Purchased by : ANIL DHIMAN
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : ETHOS LTD
Second Party : KDDL LTD
Stamp Duty Paid By : ETHOS LTD
Stamp Duty Amount(Rs.) : 1,600
(One Thousand Six Hundred only)



-----Please write or type below this line-----

KC 0013027348

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shCILstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MONITORING AGENCY AGREEMENT

Ref: _____

Date: 26/04/2022Full Legal Entity Name of the Organisation: ETHOS LIMITED
 Address: UNIT NOS. 204-206, SECOND FLOOR
SQUARE ONE MALL, C-2 DISTRICT
CENTRE, SAKET

GST No. of service recipient/ entity named above

(Corresponding to above mentioned address)

City: NEW DELHIState: NEW DELHI 110017Pincode: 110017Tel No.: 0112-2548223/24Fax No.: 0112-2548302Email address for notices and correspondence: ritesh.agrawal@ethoswatches.comKind Attn: Mr. RITESH KUMAR AGRAWALDesignation: CFO

Dear Sirs

We understand that:

In terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), as amended from time to time, Ethos Limited ("Company") is required to appoint a monitoring agency for monitoring the Issue Proceeds (as defined hereinafter) in respect of initial public offering of equity shares of face value of ₹ 10 each of the Company (the "Equity Shares"), comprising a fresh issue of equity shares by the Company aggregating up to ₹ 37,500.00 lakhs (the "Issue") and an offer for sale of up to 11,08,037 Equity Shares held by the selling shareholders (the "Offer for Sale") in accordance with the Companies Act, 2013 and the rules framed thereunder, 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.

In response to the Company's request for CRISIL Ratings Limited ("CRL") to be appointed as the Monitoring Agency ("Monitoring Agency") in respect of the Issue, we set out the below terms and conditions on which we have agreed to such appointment. This Agreement is executed and delivered to define the obligations of the Company to utilize the Issue Proceeds in the manner as prescribed in the Prospectus, and the role of the Monitoring Agency to monitor the utilisation of the Issue Proceeds earmarked towards the objects of the Issue as per the schedule of utilization of proceeds as provided in the Prospectus.

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CRISIL Ratings Signature

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1. DEFINITIONS

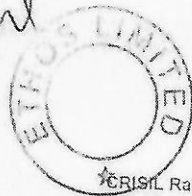
- 1.1 In this Agreement, unless repugnant to the context thereof, the following words, wherever used, shall have the following meaning:
- "Act" shall mean the Companies Act, 2013, as applicable, and include any statutory modification thereto or re-enactment or replacement thereof.
- "Agreement" means the foregoing terms and conditions in this letter together with the attached Annexures.
- "Equity Share" shall mean equity shares of the Company of face value of ₹10 each.
- "Fees" means the fees agreed between the parties as per clause 6 and as further agreed under the Engagement Letter.
- "Issue Proceeds" shall mean the gross proceeds of the Issue (and excluding the size of Offer for Sale by selling shareholders), that are available to the Company and deducting the Company's share of Issue expenses, as set out in the Red Herring Prospectus and the Prospectus.
- "Red Herring Prospectus" shall mean the Red Herring Prospectus to be filed with the RoC, in respect of the Issue;
- "Prospectus" shall mean the Red Herring Prospectus or the Prospectus (as applicable) to be filed by the Company with the Registrar of Companies (RoC) and/or SEBI, in respect of the Issue.
- 1.2 Capitalized terms not defined herein shall have the meaning ascribed to them in the Prospectus unless the context specifies otherwise.
- 1.3 In case of any inconsistency of any of the terms of this Agreement and the Prospectus, the terms of Prospectus shall prevail.

2. APPOINTMENT OF MONITORING AGENCY

- 2.1 The Company hereby appoints CRL as the Monitoring Agency and CRL agrees to act as the Monitoring Agency in accordance with the terms and conditions of this Agreement and/or SEBI ICDR Regulations.
- 2.2 CRL, in its capacity as the Monitoring Agency, shall fulfil such duties and obligations as may be required to be fulfilled by it in such capacity under the SEBI ICDR Regulations, including the following:
- Delivering the monitoring report to the Company in line with clause 4.5 below, in the format prescribed in Schedule XI of the SEBI ICDR Regulations ("Report"), on quarterly basis till 100% (hundred percent) of the Issue Proceeds have been utilized (including proceeds earmarked for General Corporate Purposes) or termination of this Agreement as per clause 7 of this Agreement.
 - Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations or as required by BSE, NSE, SEBI or any other statutory / regulatory body and in accordance with the terms of this Agreement, to discharge its responsibilities as the Monitoring Agency, including but not limited to, seeking clarifications on the information/ documents/ statements shared by the Company, seeking additional documents/ certifications, to enable it to effectively discharge its responsibilities as a Monitoring Agency.
 - Reviewing of the information/ documents/ statements received from the Company with regard to the use of the Issue Proceeds including the status of implementation of the activities proposed to be funded out of the Issue Proceeds as stated in the Prospectus filed with the RoC.
 - It shall provide the report or any other document as may be required by any regulatory agency, it shall provide the same within the timelines prescribed by any such regulatory agency.
 - CRL hereby represents that it is registered as a credit rating agency with SEBI and as such authorised to undertake the role of monitoring agency under the provisions of SEBI ICDR Regulations and it has not been

Client Signature

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CRISIL Ratings Signature

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debarred by SEBI or any other regulatory agency from undertaking the work of monitoring agency as prescribed under SEBI ICDR Regulations.

3. RIGHTS OF MONITORING AGENCY

3.1 The Monitoring Agency:

- a) shall be entitled to provide a qualified Report in case of non-cooperation by the Company, non-receipt of the required documents/ information/ statements or in case the information submitted by the Company is inadequate, incomplete, ambiguous or inconsistent or as may be permissible under applicable regulatory guidelines and shall be protected by the Company from any liability in connection therewith.
 - b) it shall not be required to verify the authenticity of such information/ documents/ statements received from statutory auditors, banks and other reliable sources. In addition, it shall have no responsibility to verify the authenticity of any order of a competent body, court or tribunal or any ruling of any arbitrator(s) in proceedings between or concerning the Company and/ or other parties and may rely, in good faith and without any liability, upon the contents thereof.
 - c) will not be required to either verify or comment on the appropriateness of the usage of the Issue Proceeds. The Monitoring Agency's role will be limited to providing its opinion in the format prescribed by SEBI under the ICDR regulations
 - d) may rely on and shall be fully protected in acting on, or in refraining from acting in accordance with, any resolution, certificate, certificate of auditors approved by the Company (including statutory auditors of the Company), or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the proper party or parties.
 - e) may execute any of the powers hereunder or perform any duties hereunder through agents or attorneys and the Monitoring Agency shall not be responsible for any misconduct or negligence on the part of any agent or attorneys appointed by it hereunder, provided the Company has been given intimation of appointment of such agents or attorneys.
- 3.2 The Monitoring Agency shall not be liable for the use or any application by the Company of the Issue Proceeds it receives pursuant to the objects of the offer and the utilization schedule.
- 3.3 Neither the Monitoring Agency nor any of its directors, officers, agents and employees shall, by reason of anything contained in this Agreement, be deemed to be a trustee for or have any fiduciary relationship with the Company, or any other person.
- 3.4 The Monitoring Agency may, accept and rely on any notice, correspondence or other document received by it under this Agreement as conclusive evidence of the facts and of the validity of the contents stated in it and as having been duly authorized, executed and delivered to it (including any submission in electronic format). The Monitoring Agency may act in conclusive reliance upon any instrument or signature believed by it, after reasonable inquiry, to be genuine and may assume, acting reasonably, that any person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Agreement has been duly authorized to do so.
- 3.5 Notwithstanding any other provision of this Agreement to the contrary, the Monitoring Agency is not obliged to do or omit to do anything if it would constitute a breach of any applicable laws or SEBI Regulations and the Monitoring Agency shall not be liable for any failure to carry out any or all of its obligations under this Agreement where performance of any such duty or obligation would be in breach of any applicable laws.
- 3.6 It is hereby acknowledged and confirmed by the Company that the Monitoring Agency is neither construed to be nor acting under the capacity or nature of an 'expert' to the extent defined under Section 2(38) of the Companies Act, 2013. It is also clarified and agreed by and between the parties that the Monitoring Agency is issuing the Report solely in the capacity of a Monitoring Agency and that the same shall not be construed to be an opinion of an expert

Client Signature _____

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CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

CRISIL Ratings Signature _____

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as it relies on certificates, confirmations and representations made by the Company and that of reliable stakeholders such as auditors, banks and others.

- 3.7 The Monitoring Agency is under no duty to ensure that funds withdrawn from the account holding the Issue Proceeds are actually applied for the purpose for which they were withdrawn. The Monitoring Agency shall rely on the information/documents/statements submitted by the Company. The role of the Monitoring Agency is merely to report to SEBI the utilization of funds from such accounts in accordance with documents submitted by the Company.
- 3.8 The Monitoring Agency does not have the obligation to approve/ disapprove any withdrawals of monies from bank accounts as the same is outside the scope of its responsibilities.
- 3.9 The Monitoring Agency shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not in any manner be obliged to independently validate or assess the veracity of such regulatory or governmental approvals.
- 3.10 The Monitoring Agency shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event. "Force Majeure Event" means any event including but not limited to an act of God, fire, pandemic, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any party which restricts or prohibits the performance of the obligations of such party contemplated by this Agreement.
- 3.11 The Monitoring Agency shall stand fully discharged of all legal obligations under this Agreement, if acted bona fide and in good faith, in pursuance of the written statements, documents or information (including via email and/or facsimile) provided by the Company. The Monitoring Agency shall act on the receipt of such documents, statements or information, within the time period specified, provided that the instructions are not ambiguous or incomplete.
- 3.12 The Monitoring Agency undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Monitoring Agency unless required under SEBI regulations or other applicable laws.

4. UNDERTAKINGS BY THE COMPANY

- 4.1 Company undertakes to:
- Comply with all applicable laws, regulations, notifications and guidelines as apply to the Company's obtaining, receipt and use of the Report including but not limited to SEBI ICDR Regulations, as may be amended from time to time, which inter alia requires the following:
 - Ensure that the Report is placed before the board of the directors and/or audit committee of the board (as applicable) for their comments as per SEBI ICDR Regulations.
 - Incorporate comments of their board of directors and/or audit committee (as applicable) in the Report.
 - Within forty-five days from the end of each quarter, publicly disseminate the Report by uploading the same on the Company's website as well as submitting the same to the stock exchange(s) on which its equity shares are listed.
 - Further confirm that if the Company fails to submit the requisite documents as mentioned in this Agreement or as requested by the Monitoring Agency within the timelines as stated in this Agreement or the timeline stipulated by the Monitoring Agency, then the Monitoring Agency may report such failure to submit the documents on the part of the Company in their Report and separately also to SEBI.
 - Company acknowledges that CRL is in no way responsible or liable for any breach and/or non-compliance

Client Signature

CRISIL Ratings Signature

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CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076 Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

in regard to Company's breach of the undertakings under this Agreement or applicable law or regulations.

- g) Company shall provide CRL with the information that it requires for the purpose of Report, promptly upon receipt of such request and such information shall be timely, complete, accurate, true and not misleading.
 - h) Company shall arrange for meetings that CRL's representatives from time to time may seek (including those with the Company's management, bankers, statutory auditors, trustees, and/or other relevant stakeholders).
 - i) Company shall co-operate with CRL to enable it to provide the Report.
- 4.2 Company warrants and represents that it has the right to provide CRL with the information and authorizes CRL to provide the Report as per appointment under this Agreement.
- 4.3 Company recognizes that compliance by the Monitoring Agency with the terms of the SEBI ICDR Regulations is dependent upon Company furnishing to the Monitoring Agency, the requisite information/documents, as and when required within the timelines specified by the Monitoring Agency.
- 4.4 CRL and the Company agree that emails will be a valid and acceptable form of communication between both the parties for all notices, intimations, and other correspondences ("Correspondence"). The information submitted by the Company shall be shared by the persons authorized to do so and shall be through Company's email address for all Correspondence, and Company shall be responsible to inform CRL in writing about any changes to its correspondence email address. All Correspondence sent to or received from the email address set out above (or such other email address(es) as notified to either party in writing to the other party from time to time) will be treated as valid and proper notification, intimation, and delivery of such Correspondence to a party.
- 4.5 CRL shall send the information request before the end of each quarter. Company shall inform in writing to the Monitoring Agency within 7 calendar days of the end of such quarter, as to the use of the Issue Proceeds and shall be obliged to furnish such documents, papers, and information within 7 days. However, to complete the necessary review of the documents / information and to provide the final Report, the Monitoring Agency shall require a minimum period of 2 (two) weeks from the date of receipt of all requisite documents, papers and information, or such time period as may be mutually agreed.
- 4.6 Company confirms that the Monitoring Agency shall have the right to seek all records, registers and accounts of the Company as may be necessary for the purposes of carrying out its duties in accordance with the provisions hereof.
- 4.7 Company confirms that it shall provide all necessary assistance that may be required by the Monitoring Agency in connection with the performance of its duties pursuant to the SEBI ICDR Regulations and this Agreement.
- 4.8 Company hereby acknowledges and agrees that the terms of this Agreement are subject to any revision in the applicable law or any communication or instructions issued by SEBI from time to time.

5. MONITORING REPORT AND USE OF REPORT

- 5.1 Subject to receiving the Fees and the required information and material necessary from the Company, CRL will after considering the information and other details (if relevant and available) shall submit the Report in line with clause 4.5 above.
- 5.2 The Company acknowledges and agrees that the Report:
- a) is not an audit, expert advice, fraud detection or forensic exercise by CRL.
 - b) will be based on information received from the Company and, if relevant, other inputs obtained by CRL from sources it considers reliable. CRL is not bound to independently validate or assess the veracity of any such information. CRL does not guarantee the completeness or accuracy of the information on which the Report is based. CRL shall be entitled to rely on such information in providing the Report.
 - c) is not a recommendation to buy, sell or hold any instrument issued by the Company.

Client Signature

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CRISIL Ratings Signature

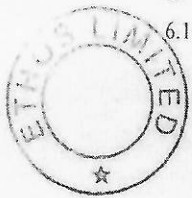
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CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
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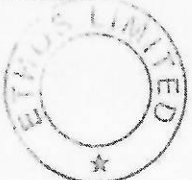
- d) is prepared by CRL taking a professional view of the relevant information (including information provided by the Company). CRL can offer/ continue to offer any other service/s to the Company in addition to providing the Report. This will not be viewed as conflict of interest at any point of time. CRL or its associates may have other commercial transactions with the Company or with other parties referred to in this Agreement (if any), and the services provided by CRL under this Agreement shall be on a non-exclusive basis.
 - e) may only be used by the Company or by any of its associates / subsidiaries in the manner provided under this Agreement or expressly permitted by applicable law or regulations and subsequent amendments, if any.
- 5.3 The Report is provided by CRL as an independent third-party opinion based solely on the information provided by the Company and other sources considered reliable by CRL, on the understanding that CRL does not make warranties or representations of any kind and that so far as any third party is concerned these are provided "as they are" and with no warranties or representations. Any person who makes use of the Report takes sole responsibility for the use of the Report and for the decisions it makes using any of them, and CRL accepts no liability towards any such person.
- 5.4 Notwithstanding anything to the contrary set out in this Agreement, CRL reserves the right to provide a qualified Report in case of non-cooperation by the Company, non-receipt of the required documents/ information/ statements or in case the information submitted by the Company is inadequate, incomplete, ambiguous or inconsistent or as may be permissible under applicable regulatory guidelines. CRL reserves the right not to share the Report to the Company if CRL is ordered to do so to comply with an order or requirement of any government, statutory, judicial, regulatory, or any other authority under law. Company acknowledges that if any such authority requires CRL to disclose the Report (including Confidential Information), CRL will comply with such requirement.
- 5.5 Nothing in any of CRL's communication or Report is to be construed as CRL providing or intending to provide any services in jurisdictions where CRL does not have the necessary licenses, permissions and/or registration to carry out its business activities. The Company will be responsible for ensuring compliance and the consequences of non-compliance for use of the Reports or part thereof outside India.

6. MONITORING AGENCY FEES

- 6.1 In consideration of CRL acting as the Monitoring Agency, the Company shall pay such Fees as mutually agreed under the Engagement Letter dated 21 APRIL 2021 issued by CRL to the Company ("Engagement Letter"). The Fees does not include applicable indirect taxes (including GST), statutory duties, levies and travel and out-of-pocket expenses that CRL may incur for providing the Report under this Agreement. The Company will, as relevant, pay or reimburse to CRL for these amounts. The Company will pay the Fees immediately upon the execution of this Agreement or on CRL raising invoices for them, whichever is earlier. All payments under this Agreement are non-refundable. The parties agree that the Monitoring Agency shall be paid all dues and reimbursed for all expenses for the period until which it acted as the Monitoring Agency or rendered services.
- 6.2 The GST registration number ("GSTIN") provided by the Company will be used by CRL for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Company's address as mentioned for the purposes of GST will be considered as the consumption location for the services provided by CRL under this Agreement. CRL shall not be liable for loss of credit arising on account of incomplete, erroneous or incorrect details and documents recorded or uploaded by the Company to the GSTIN. The Company shall be responsible and liable for providing its correct GSTIN and CRL will not be responsible for verification of the GSTIN. Where Company fails to furnish its GSTIN, CRL will treat the Company as being unregistered for the purposes of GST. Where CRL issues a credit note to the Company in relation to any invoice, the Company shall adjust and upload the Input Tax Credit on the GSTIN immediately, but no later than by the end of the month in which the credit note is issued by CRL to the Company. If the Company fails to do so, and this results in any liability or losses for CRL, the Company shall be liable to reimburse CRL for any liability and losses so incurred or suffered by CRL including for, without limit, the tax, interest and any penalties thereon.



Client Signature [Signature]



CRISIL Ratings Signature [Signature]

7. TENURE AND TERMINATION

- 7.1 This Agreement will be in force until the date of provision by CRL of the last Report to the Company after 100% utilization of all the Issue Proceeds as required by the provisions of the Prospectus, terms of the Act, SEBI ICDR Regulations and any other applicable law (**Term**).
- 7.2 Subject to applicable laws, guidance or communication from SEBI, either party may terminate this Agreement only for the following reasons:
- a) it is ordered or permitted to do so by any order or requirement of any government, statutory, judiciary, regulatory or any other authority;
 - b) if the planned issuance does not take place within 12 (twelve) months of signing of this Agreement. However, in case the issue does not happen the CRL will refund 50% of the Fee received from the Company.

Provided that the Monitoring Agency will inform the Company in writing giving the reason for termination. In case of termination under sub-clause (a) above, the termination shall be effective after 30 days of the notice or due date of publication of next Monitoring Agency Report, whichever is later unless otherwise required by the order. A copy of the termination notice shall also be sent to SEBI and Stock Exchanges by the party initiating the termination. CRL shall promptly display on its website information about termination of its formal agreement with the Company.

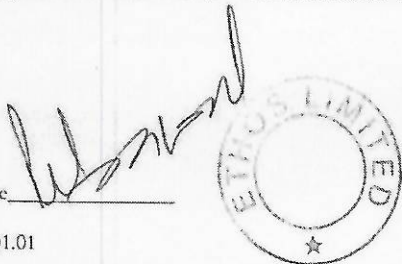
8. CONFIDENTIALITY

- 8.1 Save and except for the purpose of delivering the Report, all information supplied by the Company to CRL for the purpose of this Agreement, which is non-public in nature, shall not be disclosed by CRL to any third party, except where such disclosure is required by SEBI, Stock Exchanges or any other regulatory, judicial, or statutory authority. This clause shall not preclude the credit ratings activity utilising the insights gained from the monitoring agency activity in general and post publication of Monitoring Agency report, utilising the information received from the Company in specific, for forming credit opinions. CRL may share the information (including but not limited to confidential information) with its third-party service providers including consultants, advisors, experts, software services providers, subcontractors or its affiliates on a need-to-know basis for the purpose of performing the obligations under this Agreement and applicable law.
- 8.2 Except as may be required by any judicial, regulatory, or any other authority under law, Company agrees and acknowledges that the contents of this Agreement are confidential in nature and shall not be disclosed to any third party or published in any manner.

9. UNPUBLISHED PRICE SENSITIVE INFORMATION

- 9.1 In case the Company is sharing any Unpublished Price Sensitive Information (UPSI) with CRL, which will materially affect the price of the securities of the Company, the Company shall be required to share additional details as may be requested by CRL to comply with applicable Regulations, in such manner as may be informed, for recording in the Structured Digital Database (SDD) of CRL. Company agrees to keep CRL informed of the details of UPSI if it records CRL as a recipient of such UPSI in its SDD.
- 9.2 CRL shall ensure that none of its employees shall deal in the securities of the Company based on UPSI provided to it by the Company and shall enter into necessary agreement/arrangements with its employees. CRL shall have necessary policies to ensure the prevention of insider trading by its employees.

Client Signature _____



CRISIL Ratings Signature _____



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Page

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U87100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

10. LIMITATION OF LIABILITY

The Monitoring Agency shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including without limitation, damage for loss of profits, business interruption, loss of goodwill, loss of data or alteration thereof, in relation to or arising out of this Agreement.

11. INDEMNIFICATION

Notwithstanding anything to the contrary mentioned in this Agreement, Company undertakes and agrees to indemnify, defend and hold harmless CRL (and its directors, officers and employees) for all costs, damages, expenses and losses including but not limited to attorney's or consultant's fees that CRL may incur or suffer by reason of providing the Report and permitting the Company to use it for the purpose set out under the Agreement, including as a result of any false, inaccurate or misleading information of any nature, provided by Company to CRL, on which CRL may have relied in any manner while acting in its capacity as Monitoring Agency.

Notwithstanding anything to the contrary mentioned in this Agreement, CRL undertakes and agrees to indemnify, defend and hold harmless the Company and its directors, officers and employees for all costs, damages, expenses and losses including but not limited to attorney's or consultant's fees that the Company may incur or suffer owing to any fines or penalties imposed by SEBI or any other regulatory authority/court, on the Company, which is directly attributable to any delay or default of CRL acting as a monitoring agency under the ICDR Regulations.

12. ASSIGNMENT

The rights and obligations of CRL under this Agreement may be assigned to its subsidiaries or affiliates or another entity in connection with a reorganization, merger, consolidation, or other restructuring involving all or substantially all of the voting securities and/or business or assets of CRL without the consent of Client. However, CRL shall provide an intimation to you in such cases.

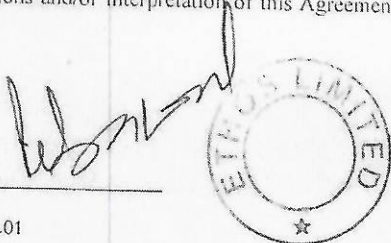
13. ECONOMIC AND TRADE SANCTIONS

As of the date of this Agreement, (a) neither the Company nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) neither the Company is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of the Company's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Company is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Company. For so long as this Agreement is in effect, the Company will promptly notify CRL if any of these circumstances change. If CRL reasonably determines that it can no longer provide the services to the Company in accordance with applicable law, then CRL may terminate this Agreement, or any particular services, immediately upon written notice to the Company.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The parties to this Agreement hereby agree that for the purpose of this Agreement, if any dispute arises with respect to and/or in connection with the Report and/or the terms and conditions and/or interpretation of this Agreement, the courts of Mumbai alone shall have jurisdiction in the matter.

Client Signature _____



CRISIL Ratings Signature _____

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Page

 CRISIL Ratings Limited
 (A subsidiary of CRISIL Limited)
 Corporate Identity Number: U67100MH2019PLC326247

 Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

15. SURVIVAL CLAUSE

All terms that by their nature should survive the termination or expiration of the agreement shall survive including any right which a party may have under the applicable laws and regulations.

Please return to us the enclosed duplicate of this letter duly signed by you as a token of your acceptance, along with your payment of the amounts under this Agreement and the requested Information.

For and on behalf of CRISIL Ratings Limited

Confirmed, agreed and accepted:

For and on behalf of ETHOS LTD.

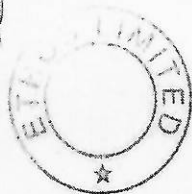
Name: _____
Designation: _____
Date: _____

Name: Ritesh Kumar Agrawal
Designation: CFO
Date: _____

Company PAN No. _____

Company TAN No. PTLK11757E

Client Signature



CRISIL Ratings Signature

ANNEXURE I- FORMAT OF DECLARATION FROM THE COMPANY

Date:

To:

CRISIL Ratings Limited
CRISIL House, Hiranandani Business Park,
Powai, Mumbai – 400 076

Sub:

Dear Sir,

This is with respect to the public issue by <<Company Name>> ("The Company") vide its Prospectus dated <<>> and utilisation of the Issue Proceeds as per the objects of the Issue given in the said Prospectus. The Company and CRISIL Ratings Limited have entered into a Monitoring Agency Agreement dated <<>>

With respect to the Issue and the proceeds raised in the Issue, we hereby undertake and declare as follows:

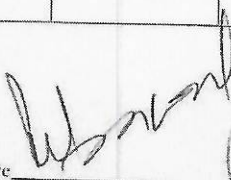
1. The total amount collected / raised through the Issue and received by the Company (net of offer for sale by existing shareholders) is Rs _____ ("Amount");
2. Of the amount received (as mentioned in point 1 above), the Company has during the quarter ended _____ utilised Rs _____ inline with the Objects detailed in the Prospectus. The remaining amount is maintained in _____ account and details of instrument where it is invested is further detailed in Annexure attached hereto and shall be subsequently utilised in accordance with the Objects mentioned in the Prospectus. The complete details of the end use of the Amount along with the Bank Statements supporting such utilisation is attached to this declaration as "Annexure ___";
3. We confirm that with respect to the utilisation of proceeds, there has been no deviation from the Objects stated in the Prospectus / Letter of Offer and that the utilisations are in compliance with the Prospectus and Applicable Laws; and

Or

There has been following deviation in the objects of utilisation of the Proceeds:

S. No.	Details of utilisation	Amount of funds utilised towards objects	Range of deviation

Client Signature _____




CRISIL Ratings Signature _____



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CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Ratings

4. We have performed necessary checks/ audits to ensure the accuracy of the figures /details mentioned in Annexure ___ and confirm the same to be true and correct in all respects:

The undersigned affirms that the data, facts and statements made above and in the attached annexure are true, accurate and complete. The undersigned is affirming the genuineness of the facts and compliance with utilization of proceeds and is fully cognizant of the liabilities that would arise pursuant to relevant provisions of the Companies Act, 2013 and other Applicable Laws in the event of any such data, fact or statement being found to be false or misleading in any manner.

We hereby agree and undertake to indemnify and hold harmless the Monitoring Agency for any losses / expenses / claims / damages incurred by Monitoring Agency in connection with this declaration and/or placing reliance on this declaration.

Authorised Signatory 1

Name:

Designation:

Date:

Authorised Signatory 2

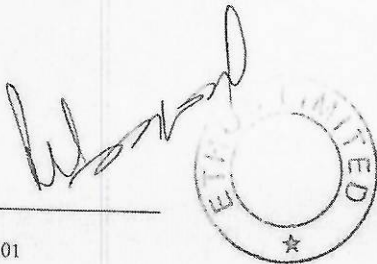
Name:

Designation:

Date:

Client Signature _____

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CRISIL Ratings Signature _____

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