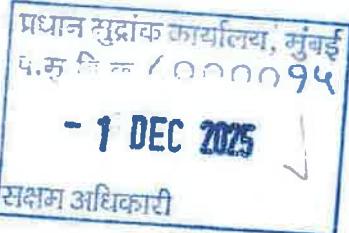




महाराष्ट्र MAHARASHTRA

● 2025 ●

EM 440661



विनायक जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SUPPLEMENTAL
UNDERWRITING AGREEMENT DATED DECEMBER 12, 2025, ENTERED INTO
AMONG DIGILOGIC SYSTEMS LIMITED, MADHUSUDHAN VARMA JETTY AND
INDORIENT FINANCIAL SERVICES LIMITED



✓



- 5 DEC 2025

एकांक विकास प्रैग्नेंसी लिमिटेड

प्राप्ति दर 10.50% p.a.	
प्राप्ति दर 10.50% p.a.	11:40
निवाप्ति दर 10.50% p.a.	
द्वांक विकास प्रैग्नेंसी लिमिटेड	Digilogic Systems Limited
स्वाक्षर वातावरण संबंधी वापर व संतान	
द्वांक विकास प्रैग्नेंसी लिमिटेड	Indorient Financial Services Limited
द्वांक विकास प्रैग्नेंसी लिमिटेड	
निवाप्ति दर 10.50% p.a.	
द्वांक विकास प्रैग्नेंसी लिमिटेड	

परिवार: द्वांक विकास प्रैग्नेंसी लिमिटेड
द्वांक विकास प्रैग्नेंसी लिमिटेड, वापर व संतान
स्वाक्षर वातावरण संबंधी वापर व संतान
द्वांक विकास प्रैग्नेंसी लिमिटेड, वापर व संतान
द्वांक विकास प्रैग्नेंसी लिमिटेड, वापर व संतान

- 5 DEC 2025

**Supplemental Underwriting Agreement to the Original Underwriter Agreement
Executed on September 15, 2025 ("Original Underwriter Agreement").**

This first Supplemental Underwriting Agreement (this "Supplemental Underwriting Agreement") is entered into on this December 12, 2025, at Mumbai, between:

1. **DIGILOGIC SYSTEMS LIMITED**, a company incorporated under the Companies Act, 1956 and whose registered office is situated at #102, 1st Floor, DSL Abacus Tech Park, Uppal Kalsa Village, Uppal Mandal, Rangareddy, Telangana, India, 500039 (the "Company/ Issuer Company"); (hereinafter referred to as the "Company" / Issuer"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;
2. **MADHUSUDHAN VARMA JETTY**, an Indian citizen and resident of Flat No. 803, Block-D, Necklace Pride Apartments, Behind NTPC Towers, Hyderabad, Secunderabad, Telangana- 500003, India ("Promoter Selling Shareholder") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**
3. **INDORIENT FINANCIAL SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 and having its corporate office at B-805, Rustomjee Central Park, Andheri Kurla Road, Chakala, Mumbai 400 093, Maharashtra, India. (hereinafter referred to as the "Book Running Lead Manager"/ "BRLM"/ "IFSL"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

(Company, Promoter Selling Shareholder and IFSL are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

- (A) The Company proposes to undertake an initial public offering of Equity Shares of face value of ₹ 2/- each of the Company (the "Equity Shares"), comprising fresh issue of Equity Shares by the Company aggregating up to ₹7,300.00 Lakhs ("Fresh Issue") and an offer for sale of up to 11,50,000 Equity Shares the Promoter Selling Shareholders ("Offered Shares", and such offer for sale, the "Offer for Sale" and together with the Fresh Issue, the "Offer") in accordance with the Companies Act (as defined herein), Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "ICDR Regulations") and other applicable laws (as defined herein), at such price as may be determined through the book building process ("Book Building Process") under the ICDR Regulations by the Company and the Promoter Selling Shareholder in consultation with the Book Running Lead Managers (the "Offer Price").
- (B) The Offer comprises of reservation of Market Maker ("Market Maker Reservation Portion") as disclosed in the Offer Documents. The Offer less the Market Maker



Reservation Portion hereinafter referred to as the "**Net Offer**" to public. The Net Offer to public will include offers within India, to institutional, non-institutional and retail investors.

(C) The Company has obtained approval for the Offer pursuant to the Board resolution dated August 03, 2025. The Company has also obtained its shareholders approval pursuant to Special Resolution under section 62 of Companies Act 2013 adopted at its Annual General Meeting (AGM) held on August 18, 2025, which collectively authorises the Board of Directors, or any other authorised representatives, for the purpose of the Offer, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, Prospectus, this Agreement, the Offer Agreement (as defined hereunder), any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offer and to do all acts, deeds or things as may be required.

The Company has appointed Indorient Financial Services Limited to manage the Offer as the book running lead manager on an exclusive basis. IFSL has accepted the engagement in terms engagement letter dated December 16, 2024 ("Engagement Letter"), subject to the terms and conditions set forth therein. Further, the Company, the Promoter Selling Shareholder and the BRLM, have executed an offer agreement dated September 15, 2025 in connection with the Offer (the "**Offer Agreement**").

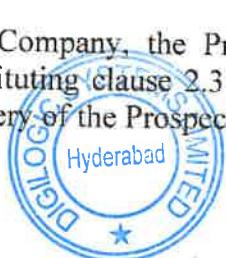
(D) The Company has filed a draft red herring prospectus (the "**DRHP**") dated September 17, 2025 with the SME Platform of the BSE Limited (the "**SME-BSE**") on September 18, 2025 for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of the BSE Limited, as applicable, the Company will file the red herring prospectus ("**RHP**") with SME-BSE and thereafter the Prospectus will be filed with the Registrar of Companies, Telangana at Hyderabad (the "**RoC**") in accordance with the Companies Act (as defined hereinafter) (the "**Prospectus**"), and the SEBI ICDR Regulations.

(E) The Company has filed an in-principle approval for the listing of the Offered Shares on SME-BSE.

(F) The Company has approached IFSL to act as the Book Running Lead Manager and Underwriter of this Offer and therefore, IFSL has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement.

(G) One of the requirements of issuing shares to the Public in accordance with Regulation 260 (1) of Chapter IX of the SEBI ICDR Regulations, as amended is that the Offer shall be underwritten for 100% of the offer and shall not be restricted up to the minimum subscription level and that the lead manager shall underwrite at least 15% of the offer size on their own account. IFSL being the sole underwriter to the Offer has agreed to underwrite 100% of the Offer pursuant to the Original Underwriting Agreement dated September 15, 2025 ("**Original Underwriting Agreement**").

(H) The Company, the Promoter Selling Shareholders and the BRLM are desirous of substituting clause 2.3 of the Original Underwriting Agreement to extend the date of delivery of the Prospectus in respect of the public issue by the Company to the ROC for



registration in accordance with the provisions of the Companies Act, 2013 by a further period of 150 days from the date of this Supplemental Underwriting Agreement.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. Substitution of Clause 2.3 of the Original Underwriting Agreement

1.1 Deletion and Substitution

The Parties hereby agree that Clause 2.3 of the Underwriting Agreement dated September 15, 2025 (the “Original Underwriting Agreement”) is deleted in its entirety and substituted with the following clause:

“2.3. The Prospectus in respect of the public issue shall be delivered by the Company to the ROC for registration in accordance with the provisions of the Companies Act, 2013 as may be amended from time to time, within a period **not later than 120 days from the date of this Supplemental Underwriting Agreement or within such extended period(s) as may be approved by the Underwriter in writing, time being of the essence of this Supplemental Underwriting Agreement. The Company further agrees that, after the filing of the Red Herring Prospectus with the ROC, if any additional disclosures are required to be made in the interest of the investors in regard to any matter relevant to the Offer, the Company shall make such disclosures in accordance with the requirements stipulated by BSE, SEBI, ROC or the Book Running Lead Manager, as applicable, and compliance with such requirements shall be binding on the Underwriter; provided that such additional disclosures shall not entitle the Underwriter to terminate or cancel its Underwriting obligations unless such disclosures are certified by BSE or SEBI to be material in nature and essential for the contract of Underwriting”**

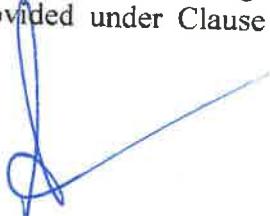
1.2 Continuation of Other Provisions

Except as expressly modified by this Supplemental Underwriting Agreement, all other terms, conditions, rights, and obligations contained in the Original Underwriting Agreement shall remain unchanged and continue to be in full force and effect.

1.3 Interpretation

From the date of this Supplemental Underwriting Agreement, any reference to Clause 2.3 in the Original Underwriting Agreement shall be deemed to refer to the substituted text provided under Clause 1.1 of this Supplemental Underwriting Agreement.







2 Confirmation

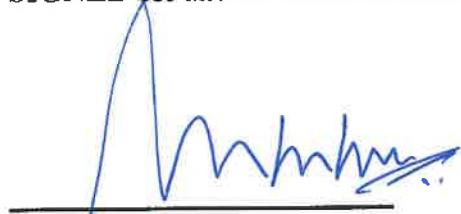
The Parties confirm and acknowledge that the Original Underwriting Agreement, as amended by this Supplemental Underwriting Agreement, remains valid and binding.



This signature page forms an integral part of the SUPPLEMENTAL UNDERWRITING AGREEMENT entered into by and between DIGILOGIC SYSTEMS LIMITED (the Company), MADHUSUDHAN VARMA JETTY (the Promoter Selling Shareholder) and Indorient Financial Services Limited (the Book Running Lead Manager and Underwriter)

IN WITNESS WHEREOF, this Supplemental Underwriting Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of **DIGILOGIC SYSTEMS LIMITED**



Name: Mr. Madhusudhan Varma Jetty

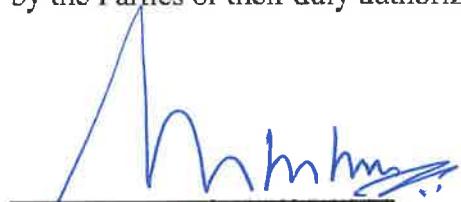
Designation: Managing Director

DIN: 02247769

Date: December 12, 2025

This signature page forms an integral part of the SUPPLEMENTAL UNDERWRITING AGREEMENT entered into by and between DIGILOGIC SYSTEMS LIMITED (the Company), MADHUSUDHAN VARMA JETTY (the Promoter Selling Shareholder) and Indorient Financial Services Limited (the Book Running Lead Manager and Underwriter)

IN WITNESS WHEREOF, this Supplemental Underwriting Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.



Mr. Madhusudhan Varma Jetty

Date: December 12, 2025

This signature page forms an integral part of the SUPPLEMENTAL UNDERWRITING AGREEMENT entered into by and between DIGILOGIC SYSTEMS LIMITED (the Company), MADHUSUDHAN VARMA JETTY (the Promoter Selling Shareholder) and Indorient Financial Services Limited (the Book Running Lead Manager and Underwriter)

IN WITNESS WHEREOF, this Supplemental Underwriting Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of INDORIENT FINANCIAL SERVICES LIMITED



Name: Ivor Anil Misquith
Designation: Jt. MD & CEO
DIN: 07025270
Date: December 12, 2025