

Inter-company Assignment Agreement

This ASSIGNMENT AGREEMENT (the "Agreement") dated as of 23rd June 2024 is made and entered into by and between **Sagility Operations Inc** (a US Corporation incorporated under the laws of United States with the registered office at 11000, Westmoor Circle, Suite 125, Westminster, CO, 80021 and hereinafter called as "Assigner") and **Sagility India Limited** (an Indian company incorporated under the laws of India with the registered address office at No 23 & 24, AMR Tech Park, Building 2A, First Floor Hongasandara Village, Off Hosur Road, Bommanahalli, Bengaluru, Bangalore, 560068, Karnataka and hereinafter called as "Assignee") and **Mr. Anil Chanana** (hereinafter called as the "Director")

WHEREAS the Assigner is an indirect, wholly owned subsidiary of the Assignee and had earlier appointed the Director on his board with effect from 31st January 2024 at an agreed remuneration of USD 200,000 per annum to oversee and supervise the affairs of the Board of the Assigner vide the Agreement dated 31st January 2024 between the Assigner and the Directors (the "Appointment Contract")

WHEREAS the Assigner desires to convey, transfer and assign its rights and obligations under the Appointment Contract to the Assignee on 23rd June 2024 (with the effective date of 31st January 2024) and the Assignee agrees to accept the same from the effective date recognising the Director is now onboarded on the Board of the Assignee to which the Director has agreed.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto hereby agree as follows –

1. The Assigner will relinquish its full rights and obligations under the Appointment Contract from the effective date.
2. The Assignee will assume the complete rights and obligations as that of the Assignor from the effective date.
3. The Director will be entitled to receive the director remuneration and other reimbursement in respect of the period starting from the effective date until 23rd June 2024 from the Assignee.
4. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
5. This Agreement shall be enforced, governed and construed in accordance with the laws of the State of Delaware, but not including the choice of law rules thereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

DocuSigned by: BY: <i>Daniel B. Bailey</i> <small>9BA28AE99EBE4CF...</small>	DocuSigned by: BY: <i>Mishra</i> <small>422127CADBD24CA...</small>	
Sagility Operations Inc	Sagility India Limited	Anil Chanana