EXIM Routes

EXIM ROUTES LIMITED
(Formerly- Exim Routes Private Limited)
421, 4th Floor, Suncity Success Tower,
Sector-65 Golf Course Road Extension,
Gurugram-122101, HR (INDIA)
+91 1244103091
GSTIN: 06AAFCE4612E1Z3
CIN: L51909HR2019PLC115525

Date: 25 July 2026

To
The Manager
Listing Department
National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex Bandra (East), Mumbai – 400051

Symbol: EXIMROUTES

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Execution of Memorandum of Understanding with M/s Oxyzo Financial Services Limited

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and other applicable provisions, we wish to inform you that **Exim Routes Limited** ("the Company") has entered into a Memorandum of Understanding (MoU) with **M/s Oxyzo Financial Services Limited** on **24 July 2026**.

The MoU has been executed in the ordinary course of business to establish a framework for availing credit and financing facilities from M/s Oxyzo Financial Services Limited, subject to mutually agreed terms and conditions and execution of definitive agreements, wherever applicable.

For your further reference, a copy of the Memorandum of Understanding (MOU) is enclosed with this disclosure.

Kindly take the above information on record.

Thanking you.

Yours faithfully,

For Exim Routes Limited

RICHA ANAND
Digitally signed by RICHA ANAND
Date: 2026.07.25 18:17:39 +05'30'

Richa Anand
Company Secretary

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 29/06/2026

Certificate No. G0292026F4099

GRN No. 154269529

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Oxyzo Financial services Limited
H.No/Floor : G22 Sector/Ward : Na LandMark : Na
City/Village : New delhi District : New delhi State : Delhi
Phone: 74******68

Buyer / Second Party Detail

Name : Exim Routes Limited
H.No/Floor : 421 Sector/Ward : 65 LandMark : Suncity success tower
City/Village: Gurgaon District : Gurgaon State : Haryana
Phone : 74******68

Purpose : Master Supply Chain Financial Arrangement Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

This agreement has been stamped with the e stamp certificate number **G0292026F4099** which was issued on **June 29, 2026.**

MASTER SUPPLY CHAIN FINANCING ARRANGEMENT AGREEMENT

This **Master Supply Chain Financing Arrangement Agreement** ("**Agreement**") is made and executed on this 24-July-2026 ("**Execution Date**"), at Gurgaon.

By and Between:

M/s Oxyzo Financial Services Limited (formerly known as '**Oxyzo Financial Services Private Limited'**), a Non-Banking Financial Company duly registered with the Reserve Bank of India, having its registered office at Shop No. G-22 C (UGF), D-1 (K-84), Green Park Main, New Delhi – 110016, acting through its Authorised Signatory, Mr. Aridaman Singh, hereinafter referred to as "**OXYZO**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators, executors, successors, representatives and permitted assigns) — Party of the First Part.

AND

M/s EXIM ROUTES LIMITED, a company/ LLP and having its registered office at 421, 4F, SUNCITY SUCCESS TOWER, GOLF COURSE EXTENSION ROAD, SECTOR-65, GURUGRAM, Haryana-122101 through its authorised signatory, Mr. Manish Goyal, hereinafter referred to as the "**Customer**" (which expression shall mean and include, unless it be repugnant to the context or meaning thereof, its administrators, executors, successors, representatives, assigns, etc.) party of the Second Part.

OXYZO and Customer are individually referred to as a **"Party"** and collectively as the **"Parties"**.

RECITALS

- **OXYZO** is a Non-Banking Financial Company duly registered with the Reserve Bank of India, authorised to extend credit and financing facilities in the ordinary course of its business.
- **Customer** is engaged in the business of recycled paper ("**Material**") to its network of distributors/dealers ("**Distributor(s)**").
- Customer has approached OXYZO with a view to obtaining supply-chain financing for its Distributor(s), whereby OXYZO shall discount trade invoices raised by Customer on Distributor(s) and extend credit facilities to such Distributor(s) for the purchase of Material from Customer.
- OXYZO has agreed to consider such financing at its sole discretion, subject to completion of satisfactory due diligence, credit evaluation and internal approvals.
- The Parties are entering into this Agreement to set out the commercial, legal and operational framework governing their respective rights, obligations and liabilities in connection with such financing arrangement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, the following terms shall have the meanings ascribed to them below:

(a) **"Applicable Laws"** means all applicable Indian statutes, regulations, ordinances, rules, orders, notifications, decrees, guidelines and policies (including those issued by the Reserve Bank of India), as amended from time to time.

(b) **"Business Day"** means any day other than a Sunday or a public/national holiday, on which scheduled commercial banks are open for business in New Delhi, India.

(c) **“Change in Law”** means any enactment, amendment, repeal, or modification of any Applicable Law or regulatory framework, including changes in taxation, RBI guidelines, or any judicial or regulatory re-interpretation, occurring after the Execution Date.

(d) **“Confidential Information”** means all non-public data, information, trade secrets, business plans, financial data, customer information, technology, processes and know-how disclosed by one Party to the other (in any form), including the terms of this Agreement.

(e) **“Distributor(s)"** means the entities/persons introduced by the Customer from time to time who purchase Material from the Customer and are approved by OXYZO for the Facility. The Customer may request the onboarding, by submitting the **Distributor Enrollment & Update Form** (in the format prescribed by OXYZO) from time to time. Upon approval by OXYZO, the details of such Distributor(s) shall be maintained in OXYZO's records and shall constitute the list of eligible Distributor(s) under this Agreement.

(f) **“Facility”** means any credit facility, invoice discounting facility, or other financial assistance extended by OXYZO to a Distributor pursuant to a separate financing arrangement between OXYZO and such Distributor.

(g) **“Facility Documents”** means the loan agreement(s), sanction letter(s), security documents and all other agreements and instruments executed between OXYZO and a Distributor in connection with the Facility.

(h) **“Invoice(s)”** means invoices raised by Customer in the name of a Distributor for the supply of Material and which are submitted to OXYZO for discounting.

(i) **“Material / Goods”** means goods or products supplied by Customer to Distributor(s) in the ordinary course of Customer’s business.

(j) **“Receivables”** means all present and future amounts payable by Distributor(s) to OXYZO in respect of the Facility, including principal, interest, fees, charges and any other sums outstanding.

(k) **“Tax”** means any Indian tax, duty, cess, levy, or impost of any nature charged by a Competent Authority in connection with the transactions contemplated herein.

1.2 **Interpretation.** In this Agreement: (a) the singular includes the plural and vice versa; (b) ‘person’ includes any natural person, company, LLP, partnership, trust, or other legal entity; (c) ‘include’ and ‘including’ are not words of limitation; (d) references to ‘Rupees’ mean Indian Rupees; (e) references to ‘Clauses’ are to clauses of this Agreement; and (f) headings are for convenience only and shall not affect interpretation.

2. **SCOPE OF THE FINANCING ARRANGEMENT**

2.1 Customer shall introduce Distributor(s) to OXYZO for the purpose of availing Facility. OXYZO shall, at its sole and absolute discretion, determine whether to onboard any Distributor and extend any Facility, subject to satisfactory completion of OXYZO's due diligence, credit evaluation, KYC verification and internal approvals. The Customer shall have no right, claim, or influence over OXYZO's credit or onboarding decisions.

2.2 OXYZO shall extend Facility to Distributor(s) exclusively for the purpose of financing the purchase of Material supplied by Customer to such Distributor(s).

2.3 Upon receipt and verification of an Invoice raised by Customer and duly confirmed/accepted by the relevant Distributor (via the OXYZO platform, email, or such other mode as OXYZO may stipulate), OXYZO may, at its sole discretion and subject to internal approvals, disburse the invoice amount directly to Customer within **two (2) Business Days** of such confirmation, on behalf of the Distributor.

2.4 OXYZO shall execute separate Facility Documents with each Distributor setting out the specific terms of the Facility. This Agreement shall not fetter or otherwise limit OXYZO's rights and remedies under such Facility Documents.

2.5 The Distributor(s) shall be solely and exclusively responsible for repayment of all dues, including principal, interest, charges and any other amounts payable to OXYZO, strictly in accordance with the timelines and terms stipulated under the financing/loan agreement(s) executed between OXYZO and the respective Distributor(s).

3. **Obligations of the Customer**

3.1 The Customer shall, prior to introducing any Distributor to OXYZO, conduct and be satisfied with its own independent due diligence on the background, financial standing, market reputation and commercial conduct of such Distributor. Customer warrants that it will not introduce any Distributor whom it knows or suspects to be engaged in fraudulent or unlawful activity.

3.2 If any Distributor is blacklisted, suspended, or otherwise subject to adverse action by Customer for any reason, Customer shall notify OXYZO in writing within Seven (7) calendar days of such decision.

3.3 The Customer irrevocably undertakes that upon: (i) the occurrence of Default by any Distributor; or (ii) receipt of written communication from OXYZO regarding any delay, overdue, deterioration in credit profile, or risk concern relating to a Distributor - Customer shall immediately cease and suspend all further supply of Material to such Distributor.

Customer shall not resume supply without the prior written consent of OXYZO.

3.4 The Customer shall extend full cooperation and support to OXYZO for recovery of the dues from the Distributor, including coordination, follow-up and collection assistance.

3.5 Customer shall not introduce any Distributor with whom Customer has any subsisting trade or commercial dispute of material significance, or in respect of whom any dealership or supply arrangement is likely to be terminated. Customer shall not seek to implicate OXYZO in any trade or commercial dispute arising between Customer and any Distributor.

3.6 Customer shall actively assist OXYZO in recovering any outstanding amounts from Distributor(s), including after the termination or expiry of this Agreement and shall provide all cooperation reasonably required by OXYZO for such purpose.

3.7 The risk of loss, damage, destruction, or deterioration of Material in transit from Customer to Distributor(s) shall remain solely with Customer. At no point shall any such risk be passed onto or assumed by OXYZO.

3.8 In the event of any dispute between Customer and a Distributor relating to quality, quantity, specification, or delivery of Material, Customer shall take sole and full responsibility and shall indemnify OXYZO against all Losses arising therefrom, including any amounts that OXYZO may have already disbursed against the relevant Invoice.

3.9 All invoices submitted to OXYZO for discounting shall represent genuine, arms-length commercial transactions between Customer and the relevant Distributor and shall not be fictitious, inflated, duplicate, or otherwise fraudulent. Any submission of a fraudulent invoice shall constitute a criminal act shall trigger immediate recall of all Facilities and full indemnity liability of Customer.

4. OBLIGATIONS OF OXYZO

4.1 OXYZO shall conduct its own credit appraisal and due diligence on each Distributor prior to onboarding and extending any Facility.

4.2 OXYZO shall, upon onboarding a Distributor, execute appropriate Facility Documents with such Distributor and maintain a record of all disbursements and repayments.

4.3 OXYZO shall issue timely written communication to Customer upon the occurrence of any Default by a Distributor or any risk event that triggers Customer's supply suspension obligation under Clause 3.3.

4.4 OXYZO shall maintain list with an updated list of onboarded Distributor(s).

5. CONSIDERATION AND LIABILITY

5.1 The consideration for OXYZO's financing services shall be the fees, interest and charges stipulated in the respective Facility Documents between OXYZO and each Distributor. No separate fee is payable by Customer to OXYZO unless otherwise agreed in writing.

5.2 OXYZO shall not be responsible for any damage, loss, or deterioration of Material during transit between Customer and Distributor(s), or for any rejection of Material by Distributor(s) on account of quality or specification mismatch.

5.3 Each Party shall bear its own costs and expenses in relation to the negotiation, execution and performance of this Agreement unless otherwise specified herein.

6. REPRESENTATIONS AND WARRANTIES

Customer hereby represents and warrants to OXYZO, as of the Execution Date and on a continuing basis throughout the term of this Agreement:

6.1 The Customer hereby represents, warrants and confirms that all invoices submitted or shared for the purpose of financing:

(a) are genuine, valid and arise from bona fide sale and delivery of goods in the ordinary course of business;

(b) are true and correct in all respects and are not fictitious, fabricated, inflated, or duplicated; and

(c) are free from the financing and have not been and shall not be, offered for financing to any other person or entity.

6.2 The Customer further undertakes that, in the event any credit note, adjustment, return, cancellation, or modification is proposed or effected in respect of any invoice financed by OXYZO, the Customer shall promptly intimate OXYZO in writing (and in any case within 2 days of such event) and shall not give effect to such credit note, adjustment, or modification without prior written consent of OXYZO.

6.3 It is duly incorporated/constituted, validly existing and in good standing under the laws of India and has full legal capacity and authority to execute and perform this Agreement.

6.4 This Agreement has been duly authorised, executed and delivered by Customer's authorised representatives and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

6.5 There is no pending or threatened litigation, arbitration, regulatory action, or other proceeding against Customer that could materially and adversely affect its financial condition or ability to perform its obligations hereunder. Customer undertakes to promptly notify OXYZO of any such proceedings.

6.6 It has not passed any resolution for winding up, voluntarily or otherwise and no petition for winding up, insolvency, or moratorium has been presented or is threatened against it and no receiver, administrator, or liquidator has been appointed.

6.7 It has not withheld or failed to disclose any material information to OXYZO. Information is 'material' if, had OXYZO been aware of it at any stage of negotiation or execution, OXYZO would not have entered into this Agreement or would have entered into it on materially different terms.

6.8 All invoices submitted to OXYZO for discounting represent genuine, arms-length commercial transactions between Customer and the relevant Distributor and shall not be fictitious, inflated, or otherwise fraudulent.

7. INDEMNIFICATION

The Customer hereby irrevocably, unconditionally and absolutely agrees to indemnify, defend, protect and hold harmless OXYZO and its officers, directors, employees, agents, successors, assigns and affiliates (collectively, the **"Indemnified Parties"**) from and against any and all actions, suits, proceedings, claims, demands, liabilities, losses, damages, penalties, fines, deficiencies, costs and expenses of whatsoever nature (including reasonable legal and professional fees, court costs and enforcement costs) (collectively, the **"Losses"**) that any Indemnified Party may sustain, suffer or incur, arising out of, in connection with, or related to, whether directly or indirectly:

7.1 Any breach of any representation, warranty, covenant or obligation of the Customer under this Agreement or any document executed pursuant to this Agreement;
7.2 Any fraud, misrepresentation, wilful misconduct, collusion or gross negligence on the part of the Customer or its directors, officers, employees, agents or representatives;
7.3 Any act or omission of the Customer, its directors, officers, employees, agents or representatives in connection with the negotiation, execution or performance of this Agreement;

7.4 Any failure by the Customer to comply with any applicable law, rule, regulation, order, direction or governmental requirement in connection with this Agreement;

7.5 Any inaccuracy, omission or misstatement in any information, document, representation, certificate or declaration furnished by the Customer to OXYZO;
7.6 Any claim, action, suit or proceeding initiated by any third party arising out of or in connection with the Customer's acts, omissions or breach of this Agreement;

7.8 Any regulatory inquiry, investigation, penalty, fine, sanction or adverse action imposed on OXYZO by the Reserve Bank of India or any other governmental, statutory or regulatory authority arising out of or in connection with the Customer's acts, omissions or failure to comply with applicable law; and

7.9 Any other loss, liability, cost or expense suffered or incurred by OXYZO arising from or attributable to the Customer's breach of this Agreement, fraud, wilful misconduct, negligence or default.

The indemnity obligations of the Customer under this Agreement shall survive the expiry or termination of this Agreement until the expiry of the applicable limitation period under law. OXYZO shall be entitled to raise a claim under this indemnity by issuing a written demand to the Customer specifying the nature and quantum of the Losses, and the Customer shall pay the indemnified amount within seven (7) Business Days of receipt of such demand, without prejudice to the Customer's right to dispute the claim on bona fide grounds.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Each Party shall keep all Confidential Information of the other Party strictly confidential and shall not disclose the same to any third party without prior written consent, except: (a) as required by Applicable Laws or regulatory authority; (b) to its affiliates, professional advisors, lenders, or employees on a need-to-know basis, subject to binding confidentiality obligations; or (c) to the extent such information is already in the public domain without breach hereof.

8.2 Customer shall not use Confidential Information of OXYZO for any purpose other than performance of its obligations under this Agreement.

8.3 Each Party shall take all reasonable security measures to prevent unauthorized access to or disclosure of the other Party’s Confidential Information.

8.4 **Survival:** The obligations under this Clause 9 shall survive for a period of **three (3) years** after the termination or expiry of this Agreement.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Execution Date and shall remain in force unless terminated in accordance with this Clause.

9.2 Either Party may terminate this Agreement for convenience by giving not less than **thirty (30) days’** prior written notice to the other Party.

9.3 OXYZO may terminate this Agreement immediately upon written notice to Customer upon the occurrence of any Default by Customer or upon any material adverse change in Customer's financial condition.

9.4 Termination of this Agreement shall not release Customer or any Distributor from any liability that has accrued prior to or on the date of termination, including any outstanding Facility amounts, interest, or charges.

9.5 Provisions relating to indemnification (Clause 7), confidentiality (Clause 9), dispute resolution (Clause 11) and all accrued liabilities shall survive the termination or expiry of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed exclusively in accordance with the laws of India. Arbitration. Any dispute, difference, or controversy arising out of or in connection with this Agreement, including as to its validity, interpretation, implementation, or alleged breach ("Dispute"), shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The seat and venue of arbitration shall be New Delhi. The Dispute shall be adjudicated by a sole arbitrator mutually appointed by the Parties. Proceedings shall be conducted in the English language. The arbitral award shall be final, conclusive and binding. The costs of arbitration shall be borne by the Customer unless the award provides otherwise.
Notwithstanding the above, OXYZO reserves the right to seek interim or emergency relief from courts at New Delhi, which shall have exclusive jurisdiction for such purposes.

11. MISCELLANEOUS PROVISIONS

a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and understandings.

b) **Amendments.** No amendment or modification to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

c) **Independent Parties.** Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture, or franchise relationship between the Parties.

d) **Waiver.** No failure or delay by a Party in exercising any right hereunder shall constitute a waiver thereof. Any waiver must be in writing signed by an authorised representative.

e) **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

f) **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature or PDF, each of which shall constitute an original.

g) **Notices.** All notices under this Agreement shall be in writing and delivered by personal delivery, registered post, reputable courier, or email (with read receipt) to the addresses set out herein.

h) **Further Assurance.** Each Party shall execute such further documents and take such further steps as may be reasonably required to give full effect to the terms and intent of this Agreement.

IN WITNESS WHEREOF, this agreement will be effective from signing date (or otherwise specifically mentioned in the Agreement) in presence of the Parties hereunto who have set their hands on the Day Month and Year first above written in the presence of witnesses:

For OXYZO Financial Services Limited	**For EXIM ROUTES LIMITED**
ARIDAMAN SINGH Digitally signed by ARIDAMAN SINGH Date: 2026.07.24 18:11:44 +05'30'	MANISH GOYAL Digitally signed by MANISH GOYAL Date: 2026.07.24 19:17:02 +05'30'
Name: Mr. Aridaman Singh	Name: Mr Manish Goyal
Designation: Head -Operations	Designation: CEO & Director

Distributor Enrollment & Update Form

Date: ___________

To: OXYZO Financial Services Limited

Pursuant to the Agreement dated ____________, we request you to update the list of approved Distributor(s) as detailed below.

S. No.	Request Type (Add/Modify/Remove)	Name of Distributor	Constitution	GSTIN	Effective Date
1					
2					
3					

Declaration: We hereby confirm that:

1. The above information is true, complete and accurate.
2. We request OXYZO to onboard or remove the above Distributor(s) under the Facility.
3. We acknowledge that onboarding of any Distributor shall be subject to OXYZO's due diligence, KYC, credit evaluation and approval, as applicable.
4. A Distributor shall be eligible under the Facility only upon written confirmation/approval from OXYZO.

For and on behalf of the Customer

Authorized Signatory

Name: ______________________

Designation: __________________

Signature: ___________________

Date: ________________________