



April 23, 2026

To,

Listing Department
National Stock Exchange of India Limited
Exchange Plaza,
Bandra-Kurla Complex, Bandra (East),
Mumbai - 400 051

Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001

Symbol: IKS

Scrip Code: 544309

Dear Sir/ Madam,

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Pursuant to Regulation 30 read with Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”), we hereby inform you that the Board of Directors of Inventurus Knowledge Solutions, Inc. (“**IKS Inc.**”), incorporated in the United States of America, a wholly owned material subsidiary of Inventurus Knowledge Solutions Limited (the “**Company**”), has, today i.e., April 23, 2026, by passing a resolution, agreed to acquire 100% of the shareholding in TruBridge Inc., a company incorporated in the United States of America (the “**Target**”) for a total consideration of up to USD 565,000,000 subject to customary adjustments for net debts and selling expenses, through merger of IKS Next Horizon, Inc. (a Delaware corporation and wholly-owned subsidiary of IKS Inc.) (“**Merger Sub**”) with the Target pursuant to a plan of merger effected in accordance with Delaware law (such acquisition, the “**Proposed Acquisition**”), and in connection with the same, has approved execution of an agreement and plan of merger to be executed amongst the Company, IKS Inc., Merger Sub and the Target (“**Merger Agreement**”). The Board of Directors of the Company, at its meeting held today i.e., April 23, 2026 (started at 05:15 p.m. IST and concluded at 06:27 p.m. IST), have, *inter-alia*, considered and approved the Proposed Acquisition and execution of the Merger Agreement by the Company and all such other agreements, deeds, documents, and instruments as may be required to be executed by the Company in connection with the Proposed Acquisition. Upon completion of the Proposed Acquisition, the Target is expected to become a material indirect subsidiary of the Company.

The Proposed Acquisition will be funded through financing proposed to be availed by IKS Inc. from certain lenders, namely Citibank N.A. and/or its affiliates, Deutsche Bank AG Singapore Branch, and JPMorgan Chase Bank, N.A., Hong Kong Branch and any other person who becomes a lender (“**Lenders**”) in accordance with the terms of the facilities agreement (“**Facilities Agreement**”) to be executed among, *inter alia*, IKS Inc. and the Lenders, for an aggregate amount of up to USD 670,000,000 (the “**Facilities**”). In addition to financing the Proposed Acquisition, the Facilities shall also be utilized for other purposes as set out in Annexure II. The Facilities are proposed to be guaranteed and secured, *inter alia*, by certain guarantees and security interests to be created in favour of the Lenders and/or security trustee / agent acting on their behalf and/or their nominees, comprising: (a) pledges over the entire shareholding held by the Company in IKS Inc., IKS Inc. in Aquity Holdings, Inc. (a wholly owned subsidiary of IKS Inc. and a wholly-owned step-down subsidiary of the Company), and IKS Inc. in the



Target (post consummation of the Proposed Acquisition); (b) a pledge / security over the entire ownership / membership interest of Aquity Holdings, Inc. in Aquity Solutions, LLC (a wholly owned subsidiary of Aquity Holdings, Inc. and a wholly-owned step-down subsidiary of the Company); (c) security interests over substantially all assets of IKS Inc., Aquity Holdings, Inc., Aquity Solutions, LLC and the Target (post consummation of the Proposed Acquisition) but excluding shares they own in their respective subsidiaries incorporated or organised under the laws of the USA; (d) corporate guarantees by the Company for up to 1.05x of the aggregate amount of the commitments under the Facilities (i.e. USD 703,500,000) and by Aquity Holdings, Inc., Aquity Solutions, LLC and the Target (post consummation of the Proposed Acquisition) for USD 670,000,000 (along with interest and other amounts payable on any Facility by any obligor); and (e) security interests over intercompany liabilities owing by IKS Inc. to any member of the group (i.e., the Company and its subsidiaries from time to time and, upon consummation of the Proposed Acquisition, including the Target and its subsidiaries from time to time) (collectively, the “**Security Package**”). The Board of Directors of IKS Inc. and the Company have on April 23, 2026, approved the availing of the Facilities by IKS Inc., provision of the Security Package and execution of a binding commitment letter by IKS Inc. with the Lenders which sets out the key terms of the Facilities and the Security Package (“**Commitment Letter**”), in connection with the Proposed Acquisition.

The disclosures as required under Regulation 30 of the SEBI Listing Regulations and Part A of Schedule III thereof, read with SEBI Circular No. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 dated January 30, 2026, in relation to the Proposed Acquisition, Facility and the provision of aforesaid guarantee and security are attached as Annexure I, Annexure II and Annexure III to this letter.

The aforementioned information is also available on the Company’s website at <https://ikshealth.com/investor-relations/>.

You are requested to kindly take the same on record.

Yours faithfully,
For Inventurus Knowledge Solutions Limited

Sameer Chavan
Company Secretary and Compliance Officer
Membership No: F7211

Encl: As above.



Disclosures under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Annexure I - Details of the Acquisition

S. No.	Particulars	Description				
1.	Name of the target entity, details in brief such as size, turnover etc.	<p>(i) Name of the Target: Trubridge Inc. (“Target”)</p> <p>(ii) Details of the Target: The Target is a leading healthcare IT and revenue cycle management services provider in the United States of America, serving rural, community and critical access hospitals with a turnover of USD 347 million.</p>				
2.	Brief description of the merger transaction. Name of the entity(ies) forming part of the merger, details in brief such as, size, turnover etc.	<p>(i) Description of the merger transaction: The Proposed Acquisition is proposed to be undertaken through merger of IKS Next Horizon, Inc. (a Delaware corporation and wholly-owned subsidiary of IKS Inc.) with the Target pursuant to a plan of merger effected in accordance with Delaware law, subject to the satisfaction of customary closing conditions, including requisite shareholder and regulatory approvals. Post consummation of the merger the Target will be a wholly owned subsidiary of Inventurus Knowledge Solutions, Inc. (which is a wholly owned subsidiary of the Company).</p> <p>(ii) Name of the entities involved in the merger: Inventurus Knowledge Solutions, Inc.; IKS Next Horizon, Inc. and the Target.</p> <p>(iii) Details of Inventurus Knowledge Solutions Inc.:</p> <table border="1" data-bbox="863 1013 1463 1135"> <thead> <tr> <th>Particulars</th> <th>Amt in INR Mn FY 2024-25</th> </tr> </thead> <tbody> <tr> <td>Revenue from Operations</td> <td>6,941.11</td> </tr> </tbody> </table> <p>(iv) Details of IKS Next Horizon Inc: IKS Next Horizon Inc. is a newly incorporated entity, incorporated on March 10, 2026 and does not have any business operations.</p> <p>(v) Details of Target:</p>	Particulars	Amt in INR Mn FY 2024-25	Revenue from Operations	6,941.11
Particulars	Amt in INR Mn FY 2024-25					
Revenue from Operations	6,941.11					



			Particulars	Amt in USD Thousands CY 2025
			Sales Revenue	346,836
3.	Whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arm’s length.	No.		
4.	Industry to which the entity being acquired belongs.	Target is engaged in healthcare technology. It is a fully integrated clinical and financial partner for small and mid-small size hospitals in the USA, offering electronic medical records (EMR) solutions and revenue cycle management (RCM) services.		
5.	Area of business of the merger entity(ies)	Inventurus Knowledge Solutions, Inc. and IKS Next Horizon, Inc. are engaged in healthcare technology. Please refer to point 4 above for details regarding the Target’s business.		
6.	Objects and impact of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the listed entity) / rationale for merger	The Target is a leading healthcare IT and revenue cycle management services provider in the United States, serving over 700 community and critical access hospitals. The Proposed Acquisition helps diversify the business into a sticky SaaS EHR segment and will enable Company group to offer an integrated suite of EMR and Care enablement platform solutions to both existing and new clients. The Target’s data and technology assets, including its HFMA Peer Reviewed suite of RCM offerings and electronic health record (EHR) solutions, will strengthen the Company’s capabilities as a technology-led, data-driven healthcare services group. Further, upon completion of the Proposed Acquisition, the Target will become a wholly owned step-down subsidiary of the Company, thereby expanding the Company’s consolidated asset base, revenue streams and market presence in the US healthcare sector.		
7.	Brief details of any governmental or regulatory approvals required for the acquisition.	Not applicable.		



8.	Indicative time period for completion of the acquisition.	Within 180 days from April 23, 2026
9.	Consideration - Whether cash consideration or share swap or any other form and details of the same. In case of cash consideration – amount or otherwise share exchange ratio	Cash consideration of USD 26.25 per share
10.	Cost of acquisition and/or the price at which the shares are acquired.	Up to USD 565,000,000, subject to customary adjustments for net debts and selling expenses
11.	Percentage of shareholding / control acquired and / or number of shares acquired.	Inventurus Knowledge Solutions, Inc. will hold 100% shareholding of the Target. Consequently, the Target will be a step down wholly owned subsidiary of the Company
12.	Brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief).	<p>(i) Brief background:</p> <p>Target is an entity incorporated under the laws of Delaware, USA and is listed on NASDAQ. The Target presently has wholly-owned direct and indirect subsidiaries viz. Viewgol, LLC, TruBridge Healthcare Private Limited, iNetXperts, Corp. d/b/a Get Real Health, Healthcare Resource Group, Inc., Healthland Holding Inc. and Healthland, Inc.</p> <p>(ii) Line of business:</p> <p>It is an integrated clinical and financial partner for small to mid-sized hospitals in the USA, offering electronic medical records (EMR) solutions and revenue cycle management (RCM) services. The Target evolved from a pure EMR technology firm to providing RCM services, having over four decades of experience in connecting providers, patients, and communities with innovative data-driven solutions that create real value by supporting both the financial and clinical aspects of healthcare delivery. The Target offers leading HFMA Peer Reviewed suite of RCM offerings combined with unparalleled visibility and transparency, to enhance productivity and support the financial health of healthcare organizations across all care settings. Additionally, it supports efficient</p>



		<p>patient care with electronic health record (EHR) product offerings that successfully integrates data between care settings.</p> <p>(iii) Date of incorporation: February 14, 1979</p> <p>(iv) Consolidated Turnover of last 3 years:</p> <table border="1" data-bbox="865 467 1709 656"> <thead> <tr> <th>Year</th> <th>Revenue (in USD thousand)</th> </tr> </thead> <tbody> <tr> <td>2025</td> <td>346,836</td> </tr> <tr> <td>2024</td> <td>342,205</td> </tr> <tr> <td>2023</td> <td>336,964</td> </tr> </tbody> </table> <p>(v) Country in which the acquired entity has presence: United States of America and India</p>	Year	Revenue (in USD thousand)	2025	346,836	2024	342,205	2023	336,964
Year	Revenue (in USD thousand)									
2025	346,836									
2024	342,205									
2023	336,964									
13.	Brief details of change in shareholding pattern (if any) of listed entity	There is no change in the shareholding pattern of the listed entity.								



Annexure II – Material Terms of the Commitment Letter

S. No.	Particulars	Description
1.	If the listed entity is a party to the agreement, provide details of the counterparties (including name and relationship with the listed entity)	Not applicable
2.	If listed entity is not a party to the agreement, provide: i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	(i) Name of party entering into the Commitment Letter: Inventurus Knowledge Solutions, Inc. (“ Borrower / IKS Inc. ”). IKS Inc. is a wholly owned subsidiary of the Company. (ii) Details of counterparties: Citigroup Global Markets Asia Limited and/or its affiliates (“ Citi ”), Deutsche Bank AG Singapore Branch (“ DB ”) and JPMorgan Chase Bank, N.A. (“ JPM ”), Hong Kong Branch, as the arrangers (collectively, “ Arrangers ”) and Citibank, N.A., DB and JPM (each an “ Underwriter ” and together the “ Underwriters ”). The Arrangers and Underwriters are not related to the Company. (iii) Date of agreement: 16 April, 2026
3.	Purpose of entering into the agreement.	To arrange, underwrite and provide USD secured term and revolving credit facilities of up to USD 670,000,000 (“ Facilities ”) by the Lenders to the Borrower comprising the following: (i) a term loan facility in an amount of USD 610,000,000 (“ Facility A ”); (ii) a term loan facility in an amount of USD 40,000,000 (“ Facility B ”); and (iii) a revolving credit facility in an amount of USD 20,000,000 (“ Revolving Facility ”). The Facility A and Facility B are proposed to be utilised, directly or indirectly, in or towards (i) financing, in full or in part, the cash consideration payable in connection with the Proposed Acquisition; (ii) payment of transaction costs in connection with the Proposed Acquisition; (iii) payment of fees, costs and expenses in connection with the financing documents; and (iv) refinancing certain existing indebtedness of IKS Inc. and the Target. The Revolving Facility is proposed to be utilized in or towards financing the working capital purposes of the Company group (other than any member of the group incorporated in India).



4.	Size of the agreement.	Provision of Facilities for up to USD 670,000,000 by the Lenders to the Borrower, in the manner set out above.
5.	Shareholding, if any, in the entity with whom the agreement is executed.	Not applicable
6.	Significant terms of the agreement (in brief), including special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>The Commitment Letter (and the term sheet annexed to the Commitment Letter) does not grant the Arrangers / Lenders any right to appoint directors to the Borrower’s or Company’s board, or any first right to share subscription. However, a ‘change of control’ or a sale of all or substantially all of the assets of the group ((i.e., the Company and its subsidiaries from time to time and, upon consummation of the Proposed Acquisition, including the Target and its subsidiaries from time to time) (“Group”) would constitute an event upon which the lenders may require early prepayment of the Facilities. “Change of Control” events, <i>inter alia</i>, includes the following events under the Commitment Letter:</p> <ul style="list-style-type: none"> (i) the Jhunjhunwala Family (i.e., Rekha Jhunjhunwala, her descendants or successors, and/ or Aryaman Jhunjhunwala Discretionary Trust and/ or Nishtha Jhunjhunwala Discretionary Trust and/ or Aryavir Jhunjhunwala Discretionary Trust and any entity directly or indirectly controlled by the foregoing persons), founder group (i.e., Sachin Gupta, Ashwini Gupta, any entity directly or indirectly controlled by them or any trust ultimately controlled by them or and set up for the benefit of Sachin Gupta or their spouses or their descendants) and Joseph Charles Benardello, collectively ceasing (directly or indirectly) to (a) own at least 50.1% of the share capital of the Company calculated on a fully diluted basis or (b) control the right to exercise voting rights attached to at least 50.1% of the share capital of the Company, calculated on a fully diluted basis); (c) have the power, by virtue of its shareholding or voting rights in the Company falling to or below 50.1%, to appoint or cause to be appointed a majority of the Company’s Board of Directors; (ii) any person (other than the persons specified in limb (i) above) acquiring “control” (as defined under Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Company; (iii) Mr. Sachin Gupta ceasing to be a director of the Company;

		<p>(iv) Mr. Sachin Gupta is not or ceases to be responsible for the management of the business of the Group globally;</p> <p>(v) Mr. Sachin Gupta ceasing to be the CEO of IKS Inc. or Mr. Joseph Charles Benardello ceasing to be in the employment of IKS Inc., in each case, other than due to death or incapacity;</p> <p>(vi) the Company ceasing to directly hold 100% of the issued share capital of the Borrower or to have the right to appoint all of the directors or other equivalent officers of the Borrower or give directions with respect to the operating and financial policies of the Borrower with which the directors or other equivalent officers of the Borrower are obliged to comply; or</p> <p>(vii) with effect from the date of closing of the Proposed Acquisition by the Borrower of 100% of the common stock of the Target, the Borrower ceasing to directly hold 100% of the issued share capital of the Target or to have the right to appoint all of the directors or other equivalent officers of the Target or give directions with respect to the operating and financial policies of the Target with which the directors or other equivalent officers of the Target are obliged to comply.</p> <p>Additionally, negative pledge provisions restrict any security creation by the Company except for permitted security.</p>
7.	Extent and the nature of impact on management or control of the listed entity.	Please refer to the Change in Control restrictions specified in Point 6 above.
8.	Details and quantification of the restriction or liability imposed upon the listed entity.	Refer to Point 10 below regarding creation of security by the Company and its subsidiaries
9.	Whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship.	No
10.	Whether the transaction would fall within related party transactions? If yes,	Entry into the Commitment Letter by IKS Inc. with the Arrangers will not constitute a related party transaction. However, pursuant to the Commitment Letter, the following security interests that are proposed



	<p>whether the same is done at “arm’s length”.</p>	<p>to be created to secure the Facilities, in favour of the lenders (and/or security trustee / agent acting on their behalf and/or their nominees) on behalf of IKS Inc, will constitute related party transactions:</p> <ul style="list-style-type: none">(i) issuance of one or more corporate guarantee(s) by the Company for an aggregate amount not exceeding a limit of 1.05x of the aggregate amount of the commitments under the Facilities (i.e., USD 703,500,000);(ii) issuance of one or more corporate guarantee(s) by Aquity Holdings, Inc., Aquity Solutions, LLC and the Target (post completion of the Proposed Acquisition), on behalf of IKS Inc., for an aggregate principal amount of USD 670,000,000 (along with the interest and other amounts payable on any Facility by any obligor);(iii) creation of a pledge over the entire shareholding of the Company in IKS Inc., comprising 1,363,844 equity shares of IKS Inc.;(iv) creation of a pledge over the entire shareholding of IKS Inc. in Aquity Holdings, Inc., comprising 1,000 equity shares;(v) creation of a pledge / security over the entire ownership / membership interest of Aquity Holdings, Inc. (a subsidiary of the Company) in Aquity Solutions, LLC;(vi) creation of a pledge over the entire shareholding of IKS Inc. in the Target post consummation of the Proposed Acquisition;(vii) creation of security interests over substantially all assets of IKS Inc., Aquity Holdings, Inc., Aquity Solutions, LLC and the Target (post consummation of the Proposed Acquisition) but excluding shares they own in their respective subsidiaries incorporated or organised under the laws of the USA; and
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		<p>(viii) creation of security interests over intercompany liabilities owing by IKS Inc. to any member of the Group.</p> <p>The aforementioned related party transactions are being undertaken at arm's length.</p>
11.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not applicable
12.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount of outstanding, date of execution, of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	<p>While the loan agreement in respect of the Facilities is proposed to be executed by no later than 45 days from the date on which the Commitment Letter is accepted by the Borrower (as may be extended from time to time with the written consent of the Arrangers), the relevant details of the loans (for which loan agreement is proposed to be executed) under the Commitment Letter are as follows:</p> <p>(i) Borrower: IKS Inc.</p> <p>(ii) Lenders: Citibank N.A. and/or its affiliates, Deutsche Bank AG Singapore Branch and JPMorgan Chase Bank, N.A., Hong Kong Branch and any other person who becomes a lender in accordance with the terms of the facilities agreement.</p> <p>(iii) Nature of loan and amount proposed to be availed: an aggregate amount of up to USD 670,000,000 comprising the following:</p> <p>(a) a term loan facility in an amount of USD 610,000,000;</p> <p>(b) a term loan facility in an amount of USD 40,000,000; and</p> <p>(c) a revolving credit facility in an amount of USD 20,000,000.</p> <p>(iv) Guarantees and security to be provided include:</p> <p>(a) issuance of one or more corporate guarantee(s) by the Company for an aggregate amount not exceeding a limit of 1.05x of the aggregate amount of the commitments under the Facilities (i.e., USD 703,500,000). While corporate guarantee by the Company for</p>



		<p>guaranteeing Facility A is proposed to be issued on or prior to the date of initial utilisation of Facility A, the guarantees for each of Facility B and the Revolving Facility are proposed to be issued on or prior to December 10, 2026;</p> <p>(b) issuance of one or more corporate guarantee(s) by Aquity Holdings, Inc. (a wholly owned subsidiary of the Borrower and a wholly-owned step-down subsidiary of the Company), and Aquity Solutions, LLC (a wholly owned subsidiary of Aquity Holdings, Inc. and a wholly-owned step-down subsidiary of the Company) in favour of the Lenders and/or security trustee / agent acting on their behalf and/or their nominees (“Secured Parties”) on behalf of the Borrower, for up to an aggregate amount of USD 670,000,000 (along with the interest and other amounts payable on any Facility by any obligor). The Target is required to provide corporate guarantee within 30 days of the date of the initial utilisation of Facility A;</p> <p>(c) creation of a pledge over the entire shareholding of the Company in the Borrower, in favour of the Secured Parties (“Borrower Share Pledge”). The Borrower Share Pledge for securing obligations under Facility A is proposed to be created on or prior to the date of the initial utilisation of Facility A, and the Borrower Share Pledge will additionally secure obligations under Facility B and the Revolving Facility once the Company’s guarantee is available for Facility B and the Revolving Facility;</p> <p>(d) (following the initial utilisation date with respect to Facility A) creation of a pledge over the entire shareholding of the Borrower in Aquity Holdings, Inc., in favour of the Secured Parties, comprising 1,000 equity shares (“Aquity Holdings Share Pledge”). The Aquity Holdings Share Pledge for securing the obligations under Facility A is proposed to be created within 2 (two) business days from the date of initial utilisation of Facility A, and the Aquity Holdings Share Pledge will additionally secure obligations under Facility B and the Revolving Facility once the Company’s guarantee is available for Facility B and the Revolving Facility;</p>
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		<p>(e) (following the initial utilisation date with respect to Facility A) creation of a pledge / security over the entire ownership / membership interest of Aquity Holdings, Inc. in Aquity Solutions, LLC, in favour of the Secured Parties (“Aquity Solutions Share Pledge”). The Aquity Solutions Share Pledge for securing the obligations under Facility A is proposed to be created within 2 (two) business days from the date of initial utilisation of Facility A, and the Aquity Solutions Share Pledge will additionally secure obligations under Facility B and the Revolving Facility once the Company’s guarantee is available for Facility B and the Revolving Facility;</p> <p>(f) (following the initial utilisation date with respect to Facility A) the creation of a pledge by the Borrower over all of the shares proposed to be acquired by the Borrower in the Target, in favour of the Secured Parties;</p> <p>(g) (following the initial utilisation date with respect to Facility A) creation of security in favour of the Secured Parties over substantially all assets of the Borrower, Aquity Holdings, Inc. and Aquity Solutions, LLC (but excluding shares they own in their respective subsidiaries incorporated or organised under the laws of the US).; and</p> <p>(h) (following the initial utilisation date with respect to Facility A) creation of security in favour of the Secured Parties over intercompany liabilities owing by the Borrower to any member of the Group.</p> <p>Additionally, subject to, among other things, legal or regulatory issues which would restrict or limit the provision of such security or guarantee:</p> <p>(a) within 30 days of the initial utilisation date with respect to Facility A, the Target and each other material company (as per the thresholds agreed in the term sheet) in the Target group (i.e., the Target and its subsidiaries), are required to provide corporate guarantee and security interest over their assets; or</p>
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		<p>(b) within 90 days of delivery of each set of the Company's consolidated annual financial statements, any other member of the Group which is a material company (as per the thresholds agreed in the term sheet), is required to provide corporate guarantee and security interest over their assets.</p> <p>Further, there will be subordination of any intercompany liabilities owing by any guarantor and security provider to any member of the Group, the Target and its subsidiaries from time to time). The Company will also issue a letter of comfort in favour of the Lenders / their agent (which will terminate on the date the Company issues guarantees for each of Facility B and the Revolving Facility for a limit of 1.05 times of the aggregate amount of the Commitments under that Facilities), confirming that the Company will continue to exercise effective oversight on IKS Inc.'s governance practices, capital management strategies and investment strategies and will endeavour to see that no lending institution incurs any loss from doing business at the request of IKS Inc. and this policy will be followed with respect to the Facilities extended to IKS Inc.</p>
13.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	The Commitment Letter (and the term sheet annexed to the Commitment Letter) does not grant the Arrangers / Lenders any right to appoint nominee directors to the Borrower's or Company's board of directors.
14.	In case of rescission, amendment, alteration or termination of agreement, listed entity shall disclose additional details to the stock exchange(s): i. Name of parties to the agreement; ii. Nature of the agreement; iii. Date of execution of the agreement; iv. Details and reasons for amendment or alteration and	Not applicable



	<p>impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p> <p>v. Reasons for rescission or termination and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	
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Annexure III - Details of the Corporate Guarantees (CG) issued by the Company, Aquity Holdings, Inc., Aquity Solutions, LLC and the Target

S. No.	Particulars	Description			
		CG issued by Company	CG issued by Aquity Holdings, Inc.	CG issued by Aquity Solutions, LLC	CG issued by Target
1.	Name of the party for which such guarantee or indemnity or surety was given.	Inventurus Knowledge Solutions, Inc. (“IKS Inc.”)	IKS Inc.	IKS Inc.	IKS Inc.
2.	Whether the promoter/ promoter group/ group companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at “arm’s length”.	IKS Inc. is a wholly owned subsidiary of the Company. None of the promoters or members of the promoter groups have any interest in this transaction.	IKS Inc. holds 100% shareholding in Aquity Holdings, Inc. (a wholly owned step-down subsidiary of the Company). None of the promoters or members of the promoter groups have any interest in this transaction.	Aquity Solutions, LLC is a wholly owned step-down subsidiary of IKS Inc. and the Company. None of the promoters or members of the promoter groups have any interest in this transaction.	Upon consummation of the Proposed Acquisition, the Target will become a wholly owned subsidiary of IKS Inc. None of the promoters or members of the promoter groups have any interest in this transaction.
3.	Brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and	A corporate guarantee is proposed to be issued by the Company in favour of the lenders / security trustee / agent appointed by the lenders, to guarantee the Facilities of USD 670,000,000 proposed to be availed by the Borrower	A corporate guarantee is proposed to be issued by Aquity Holdings, Inc. in favour of the lenders / security trustee / agent appointed by the lenders, to guarantee the Facilities of USD 670,000,000 proposed	A corporate guarantee is proposed to be issued by Aquity Solutions, LLC in favour of the lenders / security trustee / agent appointed by the lenders, to guarantee the Facilities of USD 670,000,000 proposed	Within 30 days of the initial utilisation date with respect to Facility A, a corporate guarantee is proposed to be issued by the Target in favour of the lenders / security trustee / agent appointed by the

	conditions, including amount of guarantee.	(along with the interest and other amounts payable on any Facility by any obligor). The obligations of the Company under the guarantee will not exceed the limit of 1.05x of the aggregate amount of the commitments under the Facilities (i.e., USD 703,500,000). While corporate guarantee by the Company for Facility A is proposed to be issued on or prior to the date of initial utilisation of Facility A, the guarantees for each of Facility B and the Revolving Facility is proposed to be issued on or prior to December 10, 2026. Until such date of issuance of guarantee for Facility B and Revolving Facility, the relevant facility will benefit from the letter of comfort from the Company.	to be availed by the Borrower (along with the interest and other amounts payable on any Facility by any obligor).	to be availed by the Borrower (along with the interest and other amounts payable on any Facility by any obligor).	lenders, to guarantee the Facilities of USD 670,000,000 proposed to be availed by the Borrower (along with the interest and other amounts payable on any Facility by any obligor).
4.	Impact of such guarantee or indemnity or surety on listed entity.	The corporate guarantee(s) will be treated as a contingent liability in the financial statements of the Company, and presently there is no impact on the Company.	The corporate guarantee(s) will be treated as a contingent liability in the consolidated financial statements of the Company, and presently there is no impact on the Company.		