August 31, 2026

To,
The Manager
Listing Department
BSE Limited ("BSE")
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort
Mumbai 400 001

To
The Manager,
Listing Department
National Stock Exchange of India Limited ("NSE")
Exchange Plaza, Plot No. C/1, G Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051

BSE Scrip Code: 544799
NSE Symbol: TURTLEMINT
ISIN: INE0OC301013

Sub: Outcome of the Board Meeting of the Company held today i.e. Monday, August 31, 2026.

Dear Sir/Ma'am,

Pursuant to the provisions of Regulations 30 read with Para A and B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**"), we would like to inform you that the Board of Directors of the Company at their meeting held today i.e., Monday, August 31, 2026, which commenced at 4:15 P.M. (IST) and concluded at 4:24 P.M. (IST), have inter alia, has considered and approved the following:

1. Appointment of M/s. SG & Associates, Practicing Company Secretaries (Peer Review Certificate No. 7492/2025), as the Secretarial Auditors of the Company, based on the recommendation of the Audit Committee, for a term of five consecutive years commencing from the financial year 2026-27 till the end of the financial year 2030-31, along with the fixation of remuneration, subject to the approval of the shareholders of the Company at the ensuing Annual General Meeting.

2. Ratification and modification of "Turtlemint Fintech Solutions Limited Employees Stock Option Scheme - 2025" (**"Turtlemint Fintech Solutions ESOP Scheme 2025"**) subject to the approval of the shareholders of the Company at the ensuing Annual General Meeting.

3. Extension of benefits of the amended Turtlemint Fintech Solutions ESOP Scheme 2025 to the eligible employees of the Company's group companies, including subsidiary companies and associate companies, subject to approval of the shareholders of the Company at the ensuing Annual General Meeting.

4. Notice for convening the 11th Annual General Meeting ('AGM') of the Company to be held on Thursday, September 24, 2026, at 4:00 PM (IST) through Video Conferencing ('VC') or Other Audio Visual Means (OAVM"). The Ministry of Corporate Affairs and the Securities and Exchange Board of India vide their relevant circulars has allowed holding the Annual General Meetings through VC/ OAVM.

   Further note that Annual Report of the Company along with the Notice of the AGM and the manner of attending the AGM and casting votes by shareholders shall be shared with the Stock Exchanges and the Members in due course.

The requisite disclosure pursuant to Regulation 30 of the SEBI Listing Regulations and in terms of SEBI circular SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 with respect to Item No. 1, 2 and 3 are enclosed herewith as Annexure I, II and III respectively.

We request you to take the above information on record.

Yours Faithfully,

Thanking You,

For Turtlemint Fintech Solutions Limited
(Formerly known as Turtlemint Fintech Solutions Private Limited and Fintech Blue Solutions Private Limited)

PRASHANT SAINI

Digitally signed by PRASHANT SAINI
Date: 2026.08.31 18:59:08 +05'30'

Prashant Saini
Company Secretary & Compliance Officer
Membership No: A23769
Encl: As above

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Annexure I

Appointment of Secretarial Auditors of the Company

Details pertaining to SEBI circular no. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026:

Sr. No.	Particulars	Details
1.	Reasons for change viz., appointment, ~~resignation, removal, death or otherwise~~	Appointment
2.	Date and term of Appointment	The Board has approved the appointment of M/s. SG and Associates, Practicing Company Secretaries as the Secretarial Auditors of the Company subject to approval of the shareholders of the Company for a term of five consecutive years from the financial year 2026-27 till the financial year 2030-31 at its meeting held on August 31, 2026.
3.	Brief Profile (in case of appointment)	M/s. SG and Associates, Practicing Company Secretaries, is a peer reviewed firm based in Mumbai, established by Mr. Suhas Sadanand Ganpule as "SG and Associates" in a form of a sole proprietorship. SG and Associates is a full services corporate law advisory firm with an excellent track record in the field of Corporate laws, Securities Law, Foreign Exchange Management Laws and Tax Laws. The firm undertakes Secretarial Audits, Board Process Audits, Corporate Governance Audits, Mergers and Acquisitions, Corporate Actions and Transaction based Due Diligence Audits for clients across various sectors. His professional experience includes advising on corporate and secretarial matters, Companies Act and SEBI regulations, FEMA, corporate restructuring, mergers and acquisitions, due diligence, capital market transactions, ESOPs, corporate finance, insolvency and valuation matters. He has also appeared before various statutory

		and regulatory authorities, including the NCLT and SEBI.
4.	Disclosure of relationships between the Directors (in case of appointment)	Not Applicable

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Annexure II

Details of modification of existing clauses of "Turtlemint Fintech Solutions ESOP Scheme 2025"

Sr. No.	Clause	Existing Clause	Amended / Revised Clause
1.	Definition of "Agreement"	"'Agreement' means the Shareholders Agreement dated Series E SHA date executed between the Company, Promoters and investors and all amendments agreements thereto."	Definition deleted in its entirety.
2.	Definition of "Eligible Employee"	"'Eligible Employee' means All the Eligible Employees, who are selected by the Committee through a selection process based on their performance, grade, their potential contribution to the growth of the Company and other factors, shall be eligible to participate in this ESOS. The Committee shall Grant Options to the Eligible Employees as decided by the Board of Directors."	"Eligible Employee" means all the Employees of the Company and its Subsidiaries as defined hereinbelow who are eligible to participate in the Scheme.
3.	New definition — "Exercise Window"	Not separately defined.	Exercise Window' means a period as may be decided by the Company, during which vested options can be exercised within the overall Exercise Period. Operational effectiveness
4.	Definition of "Founders"	Founders shall include following persons: a. Mr. Dhirendra Mahyavanshi, b. Mr. Anand Prabhudesai.	Definition deleted in its entirety.
5.	New definition — "Subsidiary Company" / "Subsidiary"	Not separately defined.	'Subsidiary Company' or 'Subsidiary' shall mean a subsidiary Company as defined under Section 2(87) of the Companies Act, 2013, in India or outside India.
6.	Salient Features — Grant of stock options	The Company is permitted to Grant stock options to Eligible Employees of the Company or its subsidiaries, subject to the rights of the investors under the Agreement and in compliance with Applicable Laws.	The Company is permitted to Grant stock options to Eligible Employees in compliance with Applicable Laws.

7.	Salient Features — entitlement of Grantees	The Scheme applies to all Eligible Employees of the Company and its subsidiaries. The Board of the Company would decide the entitlement of each Grantee based on his/her level, grade and seniority	The Scheme applies to all Eligible Employees of the Company and its subsidiaries.
8.	Clause 2.1: Eligibility to Participate in ESOS	All the Eligible Employees… who are selected by the Committee through a selection process based on their performance, grade, their potential contribution to the growth of the Company and other factors, shall be eligible to participate in this Scheme.	All the Eligible Employees of the Company, group Company including subsidiary or its Associate Company shall be eligible to participate in this Scheme.
9.	Clause 3.2(ii) & 4.1: Recommending and approving authority for Grant of Options	Clause 3.2(ii): "The Committee shall identify the Eligible Employees of the Company who may be Granted Options and determine the terms…" Clause 4.1: "Options under the Scheme will be offered to the selected Eligible Employees as per the Letter of Grant…"	Clause 3.2(ii): "The Committee, upon determination and recommendation of CMD and COO, shall approve the Eligible Employees of the Company who may be Granted Options…" Clause 4.1: "Options under the Scheme will be offered to such Eligible Employees as determined and recommended by the CMD and COO to the Committee for its approval, as per the Letter of Grant… It is hereby clarified that being an Eligible Employee does not automatically entitle the said Eligible Employee to receive a Grant."
10.	Clause 4.2: Grant acceptance mechanism	"An Eligible Employee shall be allowed to accept the Options within a period of 90 days of the Letter of Grant… It is hereby clarified that the Option shall expire if it has not been accepted within the said period of 90 days."	"The acceptance of Grant shall be deemed to be automatic by the Eligible Employee, and no formal acceptance shall be required to be made by the Eligible Employee in this regard. However, in the event an Eligible Employee rejects the Grant, they can notify the Company by rejecting the Grant within 30 days from the date of grant. Upon receipt of such rejection, such Options will revert to Option pool and be available for further Grants. The Eligible Employees who are

			offered the Options shall have the right to accept the Options in full or in part. Unaccepted options shall revert back to the original pool and be available for further Grants. ”
11.	Clause 6.1	The Exercise period shall be decided by the Committee and communicated to all the Eligible Employees to whom Vesting letter are issued as per this Scheme	The Exercise Period in respect of an Option shall commence after Vesting of each such Option until the time the Employee is in employment with the Company and as may be specified in the Grant Letter. Exercise Period in case of separation from employment shall be as per clause 10.1 of this Policy
12.	Clause 6.2: Authority to decide Exercise Price	“The Board shall have the power to decide the Exercise Price, provided however, that the Exercise Price shall not be less than the par value…”	“The Committee shall have the power to decide the Exercise Price, provided however, that the Exercise Price shall not be less than the par value…”
13.	Clause 6.3: Payment window on exercise	“Payment in respect of the Shares Exercised (including applicable taxes) will have to be made along with the Exercise of the Option within the said Exercise Period as decided by the Committee.”	“Payment in respect of the Options exercised (including applicable taxes) will have to be made along with the Exercise of the Option within the said Exercise Window as decided by the Committee.”
14.	Clause 6.4 Consequence of non-payment and allotment timeline	No provision addressing the consequence of a Grantee failing to pay on exercise, or a stated timeline for allotment following exercise.	added: The Company, for administrative purposes, will announce periodic Exercise Windows. The Employees who have chosen to Exercise, shall be required to comply with all requirements including payment of applicable taxes and Exercise Price, within the Exercise Window. Should the Employee fail to pay the due amounts or not fulfill any other obligations within the Exercise Window, his/her request shall stand cancelled, and the Employee may choose to send a new Exercise

			request at a later date in compliance with the terms of this Scheme. .
15.	Clause 6.5: Lapse/ cancellation of vested Options for nonpayment	"The Options would lapse or stand cancelled if the Option Holder who wishes to Exercise the Options within the Exercise Period, fails to pay the full Exercise Price, for the Vested Options, to the Company."	"The vested Options would lapse or stand cancelled if the Option Holder fails to pay the full Exercise Price and applicable taxes along with his exercise request within the Exercise Period."
16.	Clause 10: Definition of "Employer" (discontinuation table)	"…the term 'Employer' shall mean and include the Company or its Affiliate of which the Option Holder is an Eligible Employee."	"…the term 'Employer' shall mean and include the Company or its subsidiaries of which the Option Holder is an Eligible Employee."
17.	Clause 10.1 Sr. No 5& 6: Exercise period on death / permanent incapacity	"…can, subject to applicable laws, be Exercised by the Employee's Nominee or legal heirs immediately but in no event later than 180 days following the Employee's death [/ from the date of such termination, for permanent incapacity]."	"…but in no event later than 365 days following the Employee's death [/ from the date of such termination, for permanent incapacity]."
18.	Clause 10.2: "Right of Company to Buy-back/ transfer Shares"	"The Company shall have the right (but not the obligation) to require any Option Holder who (i) has been terminated for Cause; or (ii) has breached the terms of employment post Cessation of employment, to transfer all the shares held by him/her… at the Exercise Price to (i) the Company (by way of a Buy-back or capital reduction); or (ii) such other person(s) as identified by the Company…"	Clause deleted in its entirety.
19.	Clause 11.1: Right to dividend/ voting pending exercise	"An Eligible Employee shall not have the right to receive any dividend or to vote or in any manner enjoy the benefits available to a Shareholder in respect of an Option Granted to him/her, till Shares are issued to him/her upon Exercise of the Option."	"A Grantee, shall not have the right to receive any dividend or to vote or in any manner enjoy the benefits available to a Shareholder… till Shares are issued to him/her upon Exercise of the Option."
20.	Clause 11.2: Approval for grants to holding/	"Provided Grant of Option as the case may be to Employees of the subsidiary or the holding Company shall require	Proviso deleted

	subsidiary company employees	the approval of the Shareholders by way of a separate resolution in the general meeting.”	
21.	Clause 11.6: Authority to decide terms of sale on trade sale/liquidity event	“…such Option Holders consent to sell their Shares… on such terms and conditions as may be decided by the Board/Committee, in its sole discretion.”	clause deleted in entirety
22.	Clause 12: Appointment of Nominee	The Option Holder may appoint his/her Nominees(s) for the purpose of exercising the rights of the Option Holder, subject to the obligations, in terms of the ESOS. The Option Holder has the right to revoke such nomination at any time and a fresh nomination may be made on such revocation. If the Option Holder does not have spouse or a child, any other person may be nominated. The Nominee specified as aforesaid shall alone be entitled to Exercise the rights of the Option Holder concerned and the Company shall not be liable in relation to any rights and obligations amounts the legal heirs inter se of the Option Holder concerned.	The Option Holder may appoint his/ her Nominees(s) for the purpose of exercising the rights of the Option Holder, subject to the obligations, in terms of the ESOS in case of his or her death before he or she receives the benefits under the Plan. The Option Holder has the right to revoke such nomination at any time and a fresh nomination may be made on such revocation. If the Option Holder does not have spouse or a child, any other person may be nominated.
23	Clause 13: New Section — Disclosure and Accounting Policies	No dedicated clause; accounting treatment referenced only in the Miscellaneous section.	13.1 The Company shall make all the necessary disclosures required under the provisions of the SEBI (SBEB & SE) Regulations, 2021 and other Applicable Laws. The Company shall comply with the requirements of applicable accounting standards and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations. 13.2 Compensation cost will be booked in the books of account of the Company over the vesting period.

			13.3 The Company shall comply with the disclosure requirements and accounting policies prescribed under Regulation 15 of the SEBI (SBEB & SE) Regulations, 2021 or as may be prescribed by regulatory authorities from time to time.
24	Clause 14.3: Proposed to be added	-	The Company shall have no obligation to allot shares until the tax obligations, if any, have been satisfied by the Option Grantee in full
25.	Annexures ‘A’, ‘B’, ‘C’ and ‘D’ (form templates)	Annexure ‘A’ (format note), Annexure ‘B’ (Form I — Letter of Grant), Annexure ‘C’ (Form II — acceptance of Grant) and Annexure ‘D’ (Form III — revocation notice) were annexed to the Scheme; the “Letter of Grant” definition also referred to a form “substantially in the form provided in Appendix 1 hereto.”	All four Annexures deleted in their entirety, and the “Appendix 1” crossreference removed from the “Letter of Grant” definition; the Scheme no longer carries annexed form templates.

Annexure III

Ratification and Modification of Turtlemint Fintech Solutions ESOP Scheme 2025 and Extension of Benefits to Eligible Employees of Group Companies

Details pertaining to SEBI circular no. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026:

Sr. No.	Particulars	Details
1.	Brief details of options granted	The Nomination and Remuneration Committee ("Committee"), upon determination and recommendation of the CMD and COO, may Grant Options to such Eligible Employees of the Company and its Subsidiaries as it may, in its absolute discretion, select, on the terms and conditions and at the Exercise Price set out in the Scheme and the Letter of Grant. The maximum number of Options that can be Granted to any Eligible Employee during any one year shall not equal or exceed 1% of the issued Equity Share capital (excluding outstanding warrants and conversions) of the Company at the time of Grant, save with the separate approval of the Shareholders by way of a resolution in a general meeting.
2.	Whether the scheme is in terms of SEBI (SBEB) Regulations, 2021 (if applicable)	Yes
3.	Total number of shares covered by these options	The total number of Options that may be granted under the Scheme shall not exceed 1,21,93,045 Options (One Crore Twenty One Lakh Ninety Three Thousand and Forty Five Only), exercisable into an equivalent number of Shares of the Company, subject to adjustment in the event of any Corporate Action.
4.	Pricing formula	The Exercise Price shall be decided by the Committee, provided that the Exercise Price shall not be less than the par value of the Shares of the Company and shall not be more than the fair market value of the Equity Shares of the Company, subject to conformation with the accounting policies specified under the SEBI (SBEB & SE) Regulations, 2021.
5.	Options vested	NIL
6.	Time within which option may be exercised	The Exercise Period in respect of an Option shall commence after Vesting of such Option and shall continue until the time the Employee is in employment with the Company, as may be specified in the Letter of Grant, subject to the Vesting Period being not less than 4 (four) years from the date of listing and no Option vesting before the expiry of 1

		(one) year from the Grant Date. In case of separation from employment, the Exercise Period shall be as per Clause 10.1 of the Scheme.
7.	Options exercised	NIL
8.	Money realized by exercise of options	NIL
9.	The total number of shares arising as a result of exercise of option	NIL
10.	Options lapsed	NIL
11.	Variation of terms of options	The variations being placed before the Members at the ensuing Annual General Meeting pursuant to this disclosure are detailed in Annexure II above. Save as aforesaid, the Committee may, subject to Applicable Laws and approval of the Shareholders by way of a special resolution, revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme, provided such variation is not prejudicial to the interest of the Grantees.
12.	Brief details of significant terms	Options granted under the Scheme are non-transferable and cannot be pledged, hypothecated, mortgaged or otherwise alienated; the Vesting Period shall not be less than 4 (four) years from the date of listing, with no Option vesting before the expiry of 1 (one) year from the Grant Date; an Option Holder/Grantee shall not have any right to dividend, voting or other shareholder benefits until Shares are issued upon Exercise of the Option; and the Scheme is administered by the Nomination and Remuneration Committee, subject to the overall supervision of the Board of Directors.
13.	Subsequent changes or cancellation or exercise of such options	Not Applicable
14.	Diluted earnings per share pursuant to issue of equity shares on exercise of options.	Not Applicable