Registered Office
1202, 12th Floor,
First International Financial Centre
G-Block, Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 098.
CIN No.: U99999MH2000PTC126657

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Citigroup Global Markets India Private Limited

NOTICE

NOTICE is hereby given that the 3rd Extraordinary General Meeting (EGM) of the Members of Citigroup Global Markets India Private Limited (the "Company") will be held on Tuesday, February 24, 2026, through Video Conferencing ('VC')/Other Audio-Visual means at 12:00 Noon IST to transact the following special business:

Special Business:

1. **Amendment to the Articles of Association of the Company, and in this regard, to consider and if thought fit, to pass the following resolution as Special Resolution:**

"**RESOLVED THAT** pursuant to the provisions· of Section 5, 14 and other applicable provisions, if any, of the Companies Act, 2013 read with the applicable rules made thereunder (including any statutory modification or re-enactment thereof, for the time being in force), the consent of the members be and is hereby accorded for the alteration of the Articles of Association ("AoA") of the Company, by replacing existing "Clause 136: Indemnity" with the revised "Clause 136: Indemnification and Advancement Rights" as specified in Annexure 1.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things as may be deemed proper, necessary, or expedient, including filing the requisite forms with the Registrar of Companies or submission of documents with any other body or authority, for the purpose of giving effect to this resolution and for matters connected therewith or incidental thereto and to settle all questions, difficulties or doubts that may arise in this regard at any stage without requiring to secure any further consent or approval of the members of the Company to the end and intent that the members shall be deemed to have given their approval thereto expressly by the authority of this resolution."

On behalf of the Board of Directors
For Citigroup Global Markets India Private Limited

Citigroup Global Markets India Private Limited
Mumbai
400 098.

Rahul Navale
Director
DIN: 08304608
Date: 29/01/2026
Place: Mumbai
Registered Office: 1202, 12th Floor, First International Financial Centre, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400098

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Notes:

1. The Extra-ordinary General Meeting of members of the Company shall be convened through Video Conferencing ("VC") or Other Audio-Visual Means ("OAVM") in compliance with the Companies Act, 2013 and relevant circulars issued by the Ministry of Corporate Affairs (MCA).

2. The deemed venue for EGM shall be the registered office of the Company.

3. The relevant explanatory statement pursuant to Section 102 of the Companies Act, 2013 is annexed hereto and forms part of the Notice.

4. The Notice, together with the documents accompanying the same, is being sent to the equity members to their email id registered with the Company as mandated by the aforementioned circulars.

5. Since the EGM is being held pursuant to the MCA circulars through VC/OAVM, physical attendance of members has been dispensed with. Accordingly, the facility for appointment of proxies by the members will not be available for this meeting and hence the proxy form, attendance slip and route map of EGM are not annexed to this Notice. As the EGM is being conducted through VC, for the smooth conduct of proceedings of the EGM, members are encouraged to express their views/send their queries in advance with regard to matter to be placed at the EGM, from their registered e-mail ID, mentioning their full name, Folio No./Client ID, address and contact number, to cgmsecretarial@citi.com so that the requisite information/ explanations can be kept ready to be provided in time. Members may raise questions during the meeting as well. The Company reserves the right to restrict the number of questions and number of speakers, as appropriate, for smooth conduct of the EGM.

6. Members/Representatives of Corporate Members attending the EGM through VC/OAVM facility shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.

7. The facility of joining the EGM through VC /OAVM will be opened 15 minutes before and will remain open up to 15 mins after the scheduled start time of the EGM.

8. Corporate Members sending their authorised representative to attend the EGM are requested to send certified copy of Board Resolution / Power of Attorney authorising the representative to attend and vote on their behalf at the meeting.

9. Instructions for joining the EGM are as follows:

- Members will be able to attend the EGM through VC/OAVM provided by the Company. The link for joining the meeting will be shared separately.
- Members are encouraged to join the meeting through Laptops with Google Chrome for better experience.
- Further, members will be required to allow camera, if any, and hence use internet with a good speed to avoid any disturbance during the meeting.
- While all efforts would be made to make the VC/OAVM meeting smooth, participants connecting through mobile devices, tablets, laptops, etc. may, at times, experience audio/video loss due to

fluctuation in their respective networks. Use of a stable Wi-Fi or LAN connection can mitigate some of the technical glitches.

- Members who need technical assistance before or during the EGM can contact the Company Secretary/Secretarial Department at cgmsecretarial@citi.com

10. In case a poll is demanded, Chairman shall follow the procedure provided in Section 109 of the Companies Act, 2013 and rules made thereunder. On demand of the poll, the members may vote by sending an e-mail to the designated e-mail id at cgmsecretarial@citi.com stating their assent/dissent.

11. In case of joint holders, the member whose name appears higher in the order of names as per the Register of Members of the Company, will be entitled to vote at the EGM.

12. Relevant documents referred to in this Notice of EGM and explanatory statement will be made available for inspection electronically on all working days of the Company between 11:00 a.m. and 1:00 p.m. (IST) from the date of circulation of this Notice up to the date of EGM and during the EGM. Members may also send email on cgmsecretarial@citi.com to receive documents electronically.

13. The resolutions will be taken as passed effectively on the date of EGM.

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ANNEXURE TO THE NOTICE

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 AND SECRETARIAL STANDARD - 2 IN RESPECT OF SPECIAL BUSINESS SET OUT IN THE NOTICE.

ITEM NO. 1

As per the global requirement, all Citi legal entities are required to adopt standard Indemnification clause in their AoA. Considering this, it is proposed to replace the existing Indemnification clause in the AoA of the Company with the standard global Indemnification clause.

Further, pursuant to the provision of Section 14 of the Companies Act, 2013, alteration of AoA requires approval of the members of the Company by way of special resolution at a general meeting. The Board of Directors at its meeting held on January 29, 2026 approved the proposed replacement of Indemnification clause in the AoA of the Company, subject to the approval of members of the Company.

Accordingly, approval of the members is sought in the manner as set out in the Notice.

A copy of the amended AoA of the Company is available for inspection for the members at the Registered Office of the Company till the date of the General Meeting. The aforesaid document will also be available for online inspection at the General Meeting.

The Board recommends the passing of the Special Resolution as set out in item no. 1 of this Notice for the approval of the members of the Company.

None of the directors, Key Managerial Personnel of the Company and their relatives are concerned or interested, financially or otherwise, in the passing of this resolution set out in item no. 1 of the Notice.

On behalf of the Board of Directors
For Citigroup Global Markets India Private Limited

Citigroup Global Markets India Private Limited
Mumbai
400 098.

Rahul Navale
Director
DIN: 08304608
Date: 29/01/2026
Place: Mumbai
Registered Office: 1202, 12th Floor, First International Financial Centre, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400098

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Annexure 1

INDEMNIFICATION AND ADVANCEMENT RIGHTS

136. (a) The Company shall indemnify, to the fullest extent permissible under the Act (as it may be amended from time to time, but only to the extent that the amendment permits the Company to provide broader indemnification rights than were permitted before the amendment), any person (and the heirs and personal representatives of such person) against any and all liabilities, losses, judgments, fines, amounts paid in settlement excise taxes or penalties, and costs and expenses, including attorneys' fees, actually and reasonably incurred by or imposed upon such person in connection with (or resulting from) any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (collectively, a "proceeding"), in which such person is a party or is threatened to be made a party by reason of such person being or having been (i) a director of the Company, (ii) an officer of the Company, as defined and limited by subsection (b) of this Section, or (iii) a member of any board or committee related to any employee benefit plan of the Company, or any employee of the Company who has administrative responsibility in respect of any such plan (each of foregoing persons referenced in this paragraph, an "indemnitee"), and in the case of a director of the Company or a Board-Appointed Officer (as defined below), whether the basis of such proceeding is alleged action in an official capacity or in any other capacity while serving as a director or Board-Appointed Officer.

(b) For purposes of this Article:
(i) The "officers" of the Company mean the officers of the Company appointed by, or whose appointment has been ratified by, written resolution of the Board of Directors (each, a "Board-Appointed Officer"). In addition, if a Board-Appointed Officer executes a written delegation authorizing a vice president, deputy officer or assistant officer to take an action within the Board-Appointed Officer's area of responsibility, such vice president, deputy officer or assistant officer shall have rights to indemnification and advancement under this Article, but only with respect to acts or omissions within the scope of such written delegation. No other persons shall be deemed officers of the Company for purposes of this Article.

(ii) A "Subsidiary" means any entity wholly owned, directly or indirectly, by the Company.

(c) The Company shall advance expenses incurred in defending a proceeding to an indemnitee upon receipt of an undertaking by or on behalf of such indemnitee to repay such amount, if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to indemnification by the Company.

(d) The limitations in this paragraph (d) shall apply notwithstanding any other provision of this Article. No indemnitee shall be entitled to indemnification pursuant to this Article unless such indemnitee has satisfied the applicable standards of conduct set forth in the Act. In addition, no indemnitee shall be entitled to indemnification or advancement of expenses

pursuant to this Article with respect to:
(i) any proceeding (or part thereof) initiated by the indemnitee, and any claim, counterclaim or affirmative defense asserted by the Company in connection with a proceeding initiated by the indemnitee; provided that the limitations in this clause (i) shall not apply to a proceeding to enforce the rights to indemnification or advancement that are provided in this Article (after taking into account the exclusions in this paragraph (d));
(ii) the indemnitee's breach or violation of his or her obligations under (A) any employment or incentive compensation agreement between the Company (and the indemnitee, (B) Citigroup's Code of Conduct, (C) any policy, standard or procedure governed by Citigroup's Policy Governance Policy or (D) any other similar or successor policy governing the conduct of current or former employees (as each of the foregoing contemplated by clauses (A) through (D) may be amended from time to time); provided that the limitations in this clause (ii) shall only apply to an indemnitee if the proceeding relates to such indemnitee's conduct as a full-time employee or the post-employee obligations of a former full-time employee of the Company;
(iii) the recoupment, recovery or cancellation of any compensation paid or promised to such indemnitee by the Company or to seek any other remedy at law or in equity in connection therewith, pursuant to any clawback or similar policy or provision that is adopted by the Company and required by Rule 10D-1 under the U.S. Securities Exchange Act of 1934; provided that if such indemnitee has been successful (on the merits or otherwise) in the defense of such proceeding, the Company shall indemnify such indemnitee for the expenses (including attorneys' fees) reasonably incurred in connection therewith;
(iv) an administrative, investigative or other action instituted by regulatory bodies with jurisdiction over the matter (whether such jurisdiction is within or outside India), if such proceeding or action results in a final order assessing a civil money penalty or requiring affirmative action by an individual or individuals in the form of payments to the Company; and
(v) any investigation arising solely from internal processes conducted by or on behalf of the Company and not from any external inquiry.

(e) If a claim for indemnification or advancement under this Article is not paid in full by the Company within 60 days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, an indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or if successful in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit.

(f) Except with respect to indemnitees who are entitled to indemnification or advancement under this Article by reason of their service as a current or former director or Board-Appointed Officer of the Company, (i) the Company's obligation, if any, to indemnify or advance expenses to indemnitees shall be as an indemnitor of last resort and (ii) such indemnification and advancement shall be reduced by any amount such person is entitled to

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collect as indemnification or advancement from any Subsidiary unless such Subsidiary then lacks sufficient funds to provide such indemnification or advancement because the Subsidiary is insolvent. In the event of any payment provided by the Company in lieu of any payment owed by a Subsidiary or an insurer, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of an indemnitee, who shall execute all papers required and take all reasonable action necessary to secure such rights, including execution of such documents as are necessary to enable the Association to bring suit to enforce such rights.

(g) In (i) any suit brought by an indemnitee to enforce a right to indemnification under this Article (but not in a suit to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Company to recover an advancement of expenses, the Company shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal that, the indemnitee has not met any applicable standard for indemnification set forth in Act. The following shall not be a defense in any suit brought by an indemnitee to recover an advancement of expenses and shall not create a presumption in any suit (whether or not brought by an indemnitee) that an indemnitee has not met the applicable standards of conduct required by the applicable laws to the Company to obtain indemnification: (x) the failure of the Company (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination that the indemnitee has met the applicable standard of conduct required by the applicable laws to the Company, and (y) an actual determination by the Company (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct. In any suit brought by an indemnitee to enforce a right to indemnification or to an advancement of expenses under this Article, or brought by the Company to recover an advancement of expenses, the Company shall bear the burden of proving that such indemnitee is not entitled to be indemnified or advanced expenses under this Article or otherwise.

(h) The indemnification and advancement of expenses provided by this Article shall in no way be deemed exclusive of any other rights to which any such indemnitee may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred upon indemnitees in this Article shall be contract rights and shall continue as to an indemnitee who has ceased to serve in his or her position as a director, officer, administrator or member (as contemplated by paragraph (a) of this Article), and such rights shall inure to the benefit of such indemnitee's heirs, executors, administrators and other legal representatives. Any amendment, alteration or repeal of this Article that adversely affects any right of such an indemnitee or such indemnitee's successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.