

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 08, 2024

ROADZEN INC.

(Exact name of Registrant as Specified in Its Charter)

Virgin Islands, British
(State or Other Jurisdiction
of Incorporation)

001-41094
(Commission File Number)

98-1600102
(IRS Employer
Identification No.)

111 ANZA BLVD
SUITE 109
BURLINGAME, California
(Address of Principal Executive Offices)

94010
(Zip Code)

Registrant's Telephone Number, Including Area Code: (347) 745-6448

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value \$0.0001 per share	RDZN	The Nasdaq Stock Market LLC
Warrants, each warrant exercisable for one ordinary share, each at an exercise price of \$11.50 per share	RDZNW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 8, 2024, Roadzen Inc. (the “Company”) entered into separate amendments (the “RSU Amendments”) to the restricted stock unit awards (the “RSUs”) previously granted to Rohan Malhotra, the Company’s Chief Executive Officer and a director, and Ankur Kamboj, the Company’s Chief Operating Officer. Pursuant to the RSU Amendments, each of which was effective as of September 13, 2024, the 5,616,550 RSUs previously granted by the Company to Mr. Malhotra and the 1,250,007 RSUs previously granted by the Company to Mr. Kamboj were each amended to change the date on which such RSUs vest in full (subject to the executive’s continuous service with the Company through the vesting date) from September 18, 2024 to September 17, 2025.

The foregoing description of the RSU Amendments does not purport to be complete and is qualified in its entirety by reference to the full text of the Lock-Up Amendments, the form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1	Form of Amendment No. 1 to Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement.
104	Cover page interactive data file (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ROADZEN INC.

Date: November 8, 2024

By: /s/ Jean-Noël Gallardo

Name: Jean-Noël Gallardo

Title: Chief Financial Officer

**FIRST AMENDMENT TO THE
RESTRICTED STOCK UNIT AWARD GRANT NOTICE AND RESTRICTED STOCK UNIT AWARD AGREEMENT**

THIS FIRST AMENDMENT (the “**Amendment**”) to that certain Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement, dated September 18, 2023 (collectively, the “**RSU Agreement**”), is made effective as of September 13, 2024 (the “**Effective Date**”), by and between Roadzen Inc., a British Virgin Islands Business company (“**Roadzen BVI**” or the “**Company**”), as successor in interest to Roadzen, Inc., a Delaware corporation (“**Roadzen (DE)**”) and _____ (“**Recipient**”).

WITNESSETH:

WHEREAS, Roadzen (DE) and Recipient entered into that certain RSU Agreement whereby Roadzen (DE) granted Recipient _____ Restricted Stock Units in Roadzen (DE) which was thereafter converted into _____ Restricted Stock Units in Roadzen BVI (the “**RSUs**”), and

WHEREAS, the RSUs were granted pursuant to the terms, provisions and conditions set forth in the RSU Agreement and that certain Roadzen, Inc. 2023 Equity Incentive Plan and thereafter assumed under the Roadzen Inc. 2023 Omnibus Incentive Plan, as amended from time to time and/or assumed (the “**Plan**”), and

WHEREAS, in connection with ongoing efforts to restructure and recapitalize the Company, and in consideration for the continuation of Recipient’s employment with the Company, the Recipient and the Company each believe it to be in their best interests, and have each agreed, to provide for additional vesting restrictions on such RSUs, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration for the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the parties hereto amend the RSU Agreement as set forth below. Capitalized terms used but not defined herein shall have the meaning ascribed to it under the RSU Agreement and the Plan, as the case may be.

1. Section 1(b) of the RSU Agreement shall be replaced, in its entirety, with the following:

(b) **Vesting**. The Restricted Stock Units shall vest in the following amounts on the following dates (each, a “**Vesting Date**”), subject to the Participant’s Continuous Service from the Grant Date through the vesting date:

<u>Number of Restricted Stock Units</u>	<u>Vesting Date</u>
_____	September 17, 2025

For the avoidance of doubt, if the Participant incurs a change in the capacity in which the Participant renders service to the Company Group as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service for a member of the Company Group before the Restricted Stock Units have vested, such change in status alone shall not constitute a termination of Continuous Service for purposes of this Award.

Notwithstanding anything to the contrary in the Grant Notice or this Agreement, upon the termination of the Participant’s Continuous Service either on account of the Participant’s death, Disability or by the Company without Cause (each, a “**Qualifying Termination**”), then the unvested portion of the RSUs shall become immediately vested as of the date of such Qualifying Termination. In addition, in the event of a Change in Control of the Company during the Participant’s Continuous Service, then the unvested portion of the RSUs shall become immediately vested as of the date of such Change in Control.

2. It is hereby clarified that no separate India Sub Plan has been adopted by the Company in relation to the Plan and/or the RSU Agreement. Accordingly, any reference to the term, “India Sub Plan” under the Plan and/or RSU Agreement be and is hereby deleted.

3. This Amendment shall form an integral part of the RSU Agreement. Except as otherwise provided under Clause 1 above, in all other respects, the RSU Agreement shall remain unchanged. All references to the RSU Agreement shall include reference to this Amendment.

4. In the event of any inconsistency between this Amendment and the RSU Agreement, the provisions of this Amendment shall prevail so far as the matters contained herein.

5. The parties to this Amendment agree and undertake to take all necessary actions to give effect to this Amendment.

6. Each party to this Amendment confirms that it has the full legal right, capacity and authority to enter into this Amendment, and the provisions of this Amendment, as applicable to each of them, constitute a legal, valid and binding obligation on each of them.

7. This Amendment shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

8. This Amendment may be executed by DocuSign, facsimile or .PDF in any number of counterparts, any one of which shall be an original, but all of which shall be one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates written below.
ROADZEN, INC.

By: _____
Name:
Title:
Date:

ROADZEN INC.

By: _____
Name:
Title:
Date:

RECIPIENT

Name:
Date:

