

**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): January 04, 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 January 4, 2024, Roadzen Inc. (the "Company") appointed Jean-Noël Gallardo to serve as the Company's Chief Financial Officer ("CFO"). In such capacity, Mr. Gallardo will be the Company's principal financial officer and principal accounting officer. As of the same date, Mohit Pasricha ceased to serve as the Global CFO and he will continue to serve as the Company's CFO for India reporting directly to Mr. Gallardo.

Prior to his appointment as CFO of the Company, Mr. Gallardo, age 47, served as the Company's Interim Global Chief Financial Officer since October 2023, and prior to that was Vice President of Finance at Aclaimant, Inc., an insurtech platform for safety and risk management, from November 2020 to February 2023. His prior roles include CFO of LJR Holdings, Inc., a privately-held California-based holding company with third-party claims administrator and managed care subsidiaries, Vice President of Finance for Gallagher Bassett Services, Inc., the risk management unit of international broker Arthur J. Gallagher & Co., and leading the FP&A function for CNA's Small Commercial business. Mr. Gallardo began his career in investment banking, focusing on M&A for middle-market companies throughout North America. He earned his MBA in Finance from the Kellstadt Graduate School of Business, DePaul University and a Bachelor of Science, Commerce with major in Finance, at Driehaus College of Business, DePaul University.

In connection with his appointment, Mr. Gallardo and the Company entered into an employment agreement, dated as of January 4, 2024 (the "Employment Agreement"). The Employment Agreement has an initial term that expires on March 31, 2025, with automatic successive one-year renewal terms unless either party provides written notice of non-renewal at least 60 days prior to the expiration of the then-current term. Pursuant to the Employment Agreement, the Company will pay Mr. Gallardo an initial annualized base salary of \$250,000 per year. In addition, Mr. Gallardo is eligible to receive an annual bonus under the Company's annual bonus program, with a target amount equal to 50% of his annual base salary, subject to the achievement of applicable performance goals to be determined by the board of directors or the compensation committee of the board. During his employment, Mr. Gallardo will be eligible to participate in the US executive employee benefits and programs that are available to similarly-situated senior executive officers of the Company.

The Employment Agreement also provides that Mr. Gallardo will receive an initial grant of restricted stock units ("RSUs") for the fiscal year ended March 31, 2024 with 115,000 underlying shares of the Company (the "RSU Award") pursuant to the terms of the Employment Agreement, the applicable RSU award agreement, and the Roadzen Inc. Omnibus Equity Plan (the "Equity Plan"). Subject to the terms of the applicable RSU award agreement and the Equity Plan, and provided that Mr. Gallardo remains employed through such vesting date, the RSU Award will vest in three substantially equal installments annually on the following dates: November 21, 2024, November 21, 2025, and November 20, 2026.

Pursuant to the terms of the Employment Agreement, if the Company terminates Mr. Gallardo's employment without "cause" or Mr. Gallardo resigns for "good reason" (as such terms are defined in the Employment Agreement) then, subject to Mr. Gallardo's execution of a release of claims against the Company, Mr. Gallardo would be entitled to receive (i) his base salary for a period of twelve (12) months subject to reductions equal to gross earnings received from another engagement which begins within two (2) months of the termination date, (ii) a pro-rated portion of his annual bonus for the year of termination, subject to actual performance, and (iii) if applicable, payment or reimbursement for up to twelve (12) months of COBRA health continuation coverage for himself and his family. If the Company terminates Mr. Gallardo's employment by not renewing the then-current term of the Employment Agreement, other than with cause then, subject to Mr. Gallardo's execution of a release of claims against the Company, Mr. Gallardo would be entitled to receive the compensation and benefits referred to in clauses (i) and (iii) of the immediately preceding sentence.

The Employment Agreement contains customary confidentiality and non-disparagement provisions, which apply both during and after the term of the Employment Agreement, and customary non-solicitation of employee provisions, which apply during the term of the Employment Agreement and for 12 months thereafter.

The foregoing description of the employment agreement is qualified in its entirety by reference to the full text of the employment agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On January 8, 2024, the Company issued a press release regarding the appointment of Mr. Gallardo. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

The information furnished under this Item 7.01 and in the accompanying Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or incorporated by reference in any filing under the Securities Act of the Exchange Act, regardless of any general incorporate language in such filing, unless expressly incorporated by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Employment Agreement dated January 4, 2024 between Roadzen Inc. and Jean-Noël Gallardo
99.1	Press Release entitled "Roadzen Appoints Jean-Noël Gallardo as Global Chief Financial Officer" issued on January 8, 2024

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: January 8, 2024

By: /s/ Rohan Malhotra
Name: Rohan Malhotra
Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (this “**Agreement**”), is made and entered into on January 4, 2024, by and among Roadzen Inc., a BVI Corporation (the “**Company**”), and Jean-Noël Gallardo (“**Executive**”). For purposes of this Agreement, the term “**Company**” shall include the Company and each of its subsidiaries, unless the context clearly indicates otherwise (Executive and the Company are sometimes referred to individually as a “**Party**”, and, collectively, as the “**Parties**”).

WHEREAS, Executive desires to be employed by the Company as its Chief Financial Officer (“**CFO**”);

WHEREAS, the Company desires to employ Executive as its CFO; and

WHEREAS, the Company and Executive desire to enter into this Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the adequacy of all of which consideration is hereby acknowledged, the parties hereby agree as follows:

1. EMPLOYMENT

1.1 Agreement and Term. Executive’s employment and the term of this Agreement (the “**Term**”) shall commence on the date set forth above and end at 11:59 p.m. on March 31, 2025 (the “**Initial Term Expiration Date**”), subject to earlier termination as provided in Section 3; provided, that, commencing on the Initial Term Expiration Date and on each one-year anniversary thereafter (each, an “**Extension Date**”), the Term shall be automatically extended for an additional one-year period unless the Company or Executive has provided the other party hereto at least sixty (60) days prior written notice before a particular Extension Date that the Term shall not be so extended on such Extension Date, or unless the Company and Executive have entered into a separate employment agreement that will replace this Agreement, and subject to the terms described herein.

1.2 Position and Duties; Work Location.

(a) During the Term, Executive shall serve as the Chief Financial Officer of the Company and shall report directly to the Chief Executive Officer of the Company (the “**CEO**”). In such position, Executive shall have such duties, responsibilities and authorities as are customarily associated with such position for an officer with the same title at a similar company and shall perform such other duties, commensurate with Executive’s position, as requested by the CEO, including, without limitation, duties as more specifically set forth in Schedule A hereto.

(b) During the Term, Executive’s principal work location shall be remote in the United States. Executive shall adhere to the Company’s then-current policies regarding remote and in-person work. Executive shall be required to travel to other Company offices and/or for Company business, including investor conferences, as requested. Any such travel shall be reimbursed by the Company in accordance with its normal reimbursement policy as outlined in Section 2.5.

1.3 Outside Activities. During the Term, Executive shall use Executive’s best efforts and devote Executive’s full business time to the performance of Executive’s duties to the Company; provided, that the foregoing shall not prevent Executive from (i) serving on the boards of directors of one (1) non-profit organization and/or one (1) for-profit company, subject to Executive receiving prior written consent of the Board of Directors of the Company (the “**Board**”) and CEO; (ii) participating in charitable, civic, educational, or community affairs, or (iii) managing Executive’s passive personal investments, in each case, so long as such activities, individually or in the aggregate, do not interfere or conflict with Executive’s obligations or duties hereunder or create a potential business or fiduciary conflict with Executive’s duties.

2. COMPENSATION AND BENEFITS; EXPENSES

2.1 Base Salary. The Company shall compensate and pay Executive a salary for Executive's services at a rate equivalent to \$250,000 per year ("**Base Salary**"), less payroll deductions and all required tax withholdings, which Base Salary shall be payable in accordance with the Company's customary payroll practices applicable to its US executives. Executive shall be entitled to such increases in the Base Salary, if any, as may be determined from time to time in the discretion of the Compensation Committee (the "**Compensation Committee**") of the Board.

2.2 Bonus. With respect to each fiscal year of the Company ending during the Term, and subject to the achievement of any applicable performance goals, based on corporate, business unit and/or individual performance, to be established by the Board or Compensation Committee, Executive shall be entitled to participate in the Company's annual incentive plan, on such terms and conditions as may be established by the Board or Compensation Committee from time to time, under which Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**"), with a target amount equal to 50% of the Base Salary (the "**Target Bonus**"), subject to Executive being employed with the Company on the date that the Annual Bonus is paid. The actual bonus amount may be greater or less than the Target Bonus based on performance and pursuant to the Company's bonus policies and plans at that time. The Annual Bonus shall be paid in accordance with the Company's customary practices. For avoidance of doubt, Executive shall be eligible to receive "stretch" bonuses under the terms established in the Company's annual incentive plan.

2.3 Employee Benefits; Vacation. During the Term of this Agreement, Executive shall be entitled to participate in the employee benefit plans and programs, including paid time off, made available to US executives of the Company. The terms and conditions of the Executive's participation in any US executive benefit plan or program shall be subject to the terms and conditions of such plan or program, as may be amended or modified by the Company from time to time. Nothing in this Agreement shall preclude the Company from amending or terminating any employee benefit plan or program in accordance with the terms thereof.

2.4 RSU Awards.

(a) Executive shall receive an initial grant of Restricted Stock Units ("**RSUs**") for the fiscal year ended March 31, 2024 with 115,000 underlying shares of RDZN pursuant to the terms of this Agreement, the applicable RSU Award Agreement, and the Roadzen, Inc. Omnibus Equity Plan (the "**RSU Award**"). Subject to the terms of the applicable RSU Award Agreement and the Roadzen, Inc. Omnibus Equity Plan, and provided that Executive remains employed through such vesting date, the RSU Award will vest in three (3) substantially equal installments annually on the following dates: November 21, 2024, November 21, 2025, and November 20, 2026.

(b) Executive shall be eligible for annual RSU grants for future fiscal years, as determined by the Compensation Committee and pursuant to the Company's equity award policies and programs as in effect from time to time.

2.5 Business Expenses. The Company shall reimburse Executive for reasonable out-of-pocket fees and expenses incurred by Executive in the performance of Executive's duties to the Company, including, but not limited to, reasonable travel expenses, including round-trip commercial airfare, hotel accommodations, car rental or vehicle transportation, and meals, which expenses shall be subject to such reasonable documentation requirements as may be established or required pursuant to the Company's policies as in effect from time to time.

3. TERMINATION OF EMPLOYMENT

3.1 Notice of Termination. With the exception of termination of Executive's employment due to Executive's death, any purported termination of Executive's employment by the Company for any reason, including without limitation for Cause or Disability, or by Executive for any reason, shall be communicated by a written Notice of Termination (as defined below) to the other party. For purposes of this Agreement, "**Notice of Termination**" means a dated notice that: (i) indicates the specific termination provision in this Agreement relied upon; (ii) is given in the manner specified in Section 5.2; and (iii) specifies a Termination Date, which may be the date of the notice, and "**Termination Date**" means the date specified in the Notice of Termination; provided that in the event of a termination by Executive without Good Reason (as defined below), the Termination Date shall not be less than sixty (60) days after such notice, unless otherwise agreed to by the parties. For the avoidance of doubt, the Term shall end on the Termination Date.

3.2 Termination Due to Death or Disability. If Executive's employment and the Term is terminated by reason of Executive's death or Disability, Executive or Executive's estate shall be entitled to receive: (i) Executive's earned but unpaid Base Salary through the Termination Date; (ii) an amount for reimbursement, paid within 30 days following submission by Executive (or if applicable, Executive's estate) to the Company of appropriate supporting documentation for any unreimbursed reasonable business expenses properly incurred prior to the Termination Date by Executive pursuant to Section 2.5 and in accordance with Company policy; (iii) any earned and unused vacation, paid when required by applicable law and no later than 30 days following the Termination Date; (iv) any Annual Bonus earned but unpaid with respect to a performance period ending on or preceding the date of termination payable within 90 days after the Company calculates and pays bonuses to other executives or within the timeline required by applicable law; and (v) such employee benefits, if any, to which Executive (or, if applicable, Executive's estate) or Executive's dependents may be entitled under the employee benefit plans or programs of the Company, paid in accordance with the terms of the applicable plans or programs (the amounts described in clauses (i) through (v) hereof being referred to collectively as the "**Accrued Rights**"). For purposes of this Agreement, "**Disability**" means Executive is unable to perform the essential functions of Executive's position with substantially the same level of quality as immediately prior to such incapacity by reason of any medically determinable physical or mental impairment which has lasted or can reasonably be expected to last for a period of ninety (90) or more consecutive days or one hundred and twenty (120) days during any consecutive six-month period, as determined by a physician to be selected by the Company and approved by Executive, such approval not to be unreasonably delayed or withheld.

3.3 Termination or Non-Renewal by Executive Other Than for Good Reason. In the event Executive terminates Executive's employment and the Term, including not renewing the Term pursuant to Section 1.1, Executive shall be entitled to receive the Accrued Rights.

3.4 Termination by the Company for Cause. In the event the Company terminates Executive's employment and the Term for Cause, Executive shall be entitled to receive the Accrued Rights.

3.5 Termination by the Company without Cause or by Executive for Good Reason. If Executive's employment is terminated by the Company without Cause (other than due to death or Disability) or by Executive for Good Reason, then, subject to Executive's continued compliance with this Agreement and Executive's execution, delivery and non-revocation of a fully effective release of all claims against the Company within the 40-day period following the date of the termination of Executive's employment (the "**Release Requirement**"), Executive shall be entitled to the following severance benefits, in addition to the Accrued Rights:

(a) Executive's then-current Base Salary for a period of twelve (12) months following the Termination Date in accordance with the Company's regular payroll practices (the "**Salary Continuation**"), beginning on the first payroll date following the date the Release Requirement is satisfied, and with the first installment including any amounts that would have been paid had the Release Requirement been satisfied on the Termination Date. Notwithstanding the foregoing, (i) if Executive begins to provide services to another person or entity as an employee or independent contractor within 2 months following the Termination Date (a "**New Engagement**"), Executive must provide prompt notice to the Company of such New Engagement, and inform the Company of Executive's new annualized or monthly gross wage rate under the New Engagement; and (ii) any remaining portion of the Salary Continuation payments shall be reduced (to as low as zero) by the amount of gross earnings that the Company determines, in its sole discretion, that Executive will receive from the New Engagement over the remainder of the Salary Continuation period;

(b) an amount equal to the Annual Bonus Executive would have received with respect to the year during which the Termination Date occurred, had Executive's employment not terminated, pro-rated based on the number of days Executive was employed hereunder during such year (the "**Pro-Rata Bonus**"). The Pro-Rata bonus is payable on the same date that bonuses for the year are paid to other executives of the Company; and

(c) subject to Executive timely electing COBRA coverage, the Company shall reimburse Executive for Executive's monthly COBRA premiums for a period beginning on the first day of the calendar month when COBRA becomes effective after the Termination Date and ending on the earlier of (1) the end of the twelfth (12th) calendar month for which such reimbursement is due (for avoidance of doubt, the Company's reimbursement

obligation under this subsection is limited to reimbursing Executive for no more than twelve (12) months of COBRA payments) or (2) the date of New Engagement (the “**COBRA Reimbursement Benefit**”).

For purposes of this Agreement, “**Cause**” shall mean Executive’s: (A) conviction of, or plea of no contest to, a felony or other crime of moral turpitude or involving dishonesty, or commission of any other act or omission involving misappropriation, unethical business conduct, fraud, or breach of fiduciary duty or duty of loyalty; (B) performance of Executive’s duties (other than duties to attend and participate in business or work events where alcohol is served) under the influence of alcohol; any repeated drunkenness at such events or any other repeated drunkenness whether or not in the performance of Executive’s duties, that is, or could reasonably be expected to cause the Company public disgrace or disrepute or economic harm; (C) use of illegal drugs (whether or not at the workplace) that could reasonably be expected to, or that does, cause the Company public disgrace or disrepute or economic harm; (D) willful failure to perform duties as reasonably directed by the Board or CEO, which if curable, is not cured within 15 days after written notice thereof to Executive; (E) gross negligence or willful misconduct with respect to the Company or in the performance of Executive’s duties to the Company; (F) obtaining any personal profits not thoroughly disclosed to and approved by the Board or CEO, as applicable, in connection with any transaction entered into by, or on behalf of the Company; (G) materially violating any of the terms of the Company’s established rules or policies which, if curable, is not cured within 15 days after written notice thereof to Executive; (H) misrepresenting or failing to disclose a material fact to the Company regarding Executive’s work history or personal background; (I) any misconduct that is disruptive or distracting to the Company, which, if curable, is not cured within 15 days after written notice thereof to Executive; or (J) any other material breach of this Agreement or any other agreement between Executive and the Company which, if curable, is not cured within 15 days after written notice thereof to Executive. For the avoidance of doubt, “Cause” does not include any failure to achieve any financial performance targets.

For purposes of this Agreement, “**Good Reason**” shall mean the occurrence of any of the following without Executive’s consent during the Term: (i) a material decrease in Executive’s Base Salary (other than as part of an across-the-board base salary reduction of 10% or less applicable to all executives or similarly-situated employees of the Company) or Target Bonus opportunity; (ii) a material breach by the Company of the material terms of this Agreement or any agreement between Executive and the Company pursuant to which Executive has been issued equity awards; (iii) any material diminution or material adverse change in Executive’s titles, duties, responsibilities or authorities; or (iv) requiring Executive to relocate to an office more than fifty (50) miles from Executive’s current residence as of the Effective Date. Good Reason shall not occur unless Executive provides a detailed written notice to the Company of any fact or circumstance believed by Executive to constitute Good Reason within 30 days following the occurrence of such fact or circumstance, the Company is given at least 30 days after receipt of such written notice to cure such fact or circumstance, and Executive terminates Executive’s employment immediately following such 30 day cure period in the event the Company fails to cure such fact or circumstance.

3.6 Non-Renewal by the Company without Cause. If Executive’s employment is terminated by the Company not renewing the Term pursuant to Section 1.1 without Cause, then, subject to Executive’s continued compliance with this Agreement, Executive’s execution, delivery and non-revocation of the Release in accordance with the Release Requirement, Executive shall be entitled to receive the following benefits, in addition to the Accrued Rights:

(a) Salary Continuation (subject to reduction for a New Engagement) as set forth in section 3.5(a), beginning on the first payroll date following the date the Release Requirement is satisfied, and with the first installment including any amounts that would have been paid had the Release Requirement been satisfied on the Termination Date; and

(b) subject to Executive timely electing COBRA coverage, the COBRA Reimbursement Benefit.

3.7 No Other Benefits Upon Termination. Except as provided in the applicable subsection of this Section 3 hereof, and except for any vested benefits under any tax qualified retirement plans of the Company, and continuation of health insurance benefits on the terms and to the extent required by Section 4980B of the Code and Section 601 of the Employee Retirement Income Security Act of 1974, as amended (which provisions are commonly known as “**COBRA**”), the Company shall have no additional obligations upon the termination of Executive’s employment with the Company.

3.8 Cooperation with Company after Termination of Employment. Following termination of Executive's employment for any reason, Executive shall reasonably cooperate with the Company in all matters relating to the winding up of Executive's pending work on behalf of the Company including, but not limited to, the orderly transfer of any such pending work to other employees of the Company as may be designated by the Company. The Company shall reimburse Executive for any reasonable out-of-pocket expenses Executive incurs in performing any work on behalf of the Company following the Termination Date.

4. NON-SOLICITATION

4.1 Non-Solicitation. Executive understands that during Executive's employment with the Company, Executive will have access to and obtain knowledge of the Confidential Information (as defined in 4.3). In addition, Executive understands and agrees that the business of the Company will be disrupted, damaged, and/or otherwise harmed by the unfair "raiding" of Company employees, distributors and/or agents. Therefore, Executive agrees that Executive shall not, directly or indirectly, during the Term and for the 12-month period following the Termination Date, (i) solicit or attempt to solicit any employee or individual who was an employee within the six-month period immediately prior thereto to terminate or otherwise alter Executive's employment with the Company; or (ii) solicit or encourage any independent contractor providing services to the Company to terminate or alter in a manner adverse to the Company such independent contractor's relationship with the Company. Notwithstanding the foregoing, the provisions of this Section 4.1 shall not be violated by general advertising or solicitation not targeted at Company-related persons or entities.

4.2 Non-Disparagement. During the Term and thereafter, Executive agrees that Executive will not, at any time, make or encourage others to make, directly or indirectly, any oral or written statements that are disparaging or defamatory of the Company, its products, services, customers or suppliers, or any of its present or former officers, directors or employees. Additionally, the Company agrees that its officers and members of the Board will not, at any time, make or encourage others to make, directly or indirectly, any oral or written statements that are disparaging or defamatory of Executive. Notwithstanding the foregoing, this Section 4.2 shall not preclude Executive or the Company from (i) making any truthful statement as expressly provided by Section 4.3; (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that either party has a reason to believe is unlawful; (iii) to the extent required or protected by law, subpoena, court order or legal process; (iv) to a government agency or other governmental or regulatory authority; (v) in the course of any legal, arbitral or regulatory proceeding; or (vi) in connection with an internal investigation by the Company regarding unlawful acts in the workplace.

4.3 Confidential Information. Executive acknowledges and agrees that all information regarding the Company or the activity of any member of the Company that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company, including without limitation information about the customers, business connections, customer lists, procedures, operations, trade secrets, techniques and other aspects of and information about the business of the Company (the "**Confidential Information**") is established at great expense and protected as confidential information and provides the Company with a substantial competitive advantage in conducting its business. Executive further acknowledges and agrees that by virtue of Executive's employment with the Company, Executive will have access to, and will be entrusted with Confidential Information, and that the Company would suffer great loss and injury if Executive would disclose this information or use it in a manner not specifically authorized by the Company. Therefore, Executive agrees that during the Term and at all times thereafter, Executive will not, directly or indirectly, either individually or as an employee, agent, partner, shareholder, owner trustee, beneficiary, co-venturer distributor, consultant or in any other capacity, use or disclose or cause to be used or disclosed any Confidential Information, unless and to the extent that any such information becomes generally known to and available for use by the public other than as a result of Executive's acts or omissions. Nothing in this Agreement prohibits or restricts Executive from (i) initiating communications with, or responding to any inquiry from, any administrative, governmental, regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation; or (ii) disclosing information and documents to Executive's attorney, financial or tax advisors and other professional advisors who are bound by obligations of confidentiality. Executive shall deliver to the Company at the termination of Executive's employment and the Term, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents

and data (and copies thereof) relating to the Confidential Information, or the business of the Company which Executive may then possess or have under Executive's control. In addition, Executive agrees that, notwithstanding the foregoing, to the extent Executive is compelled to disclose Confidential Information by lawful service of process, subpoena, court order, or otherwise compelled to do by law, Executive shall, to the extent legally permitted, provide the Company with a copy of the document(s) seeking disclosures of such information promptly upon receipt of such document(s) and prior to Executive's disclosure of any such information, so that the Company may take such action as it deems to be necessary or appropriate in relation to such subpoena or request and Executive may not disclose any such information until the Company has had the opportunity to take such action. Executive cannot be held criminally or civilly liable under any federal or state law (including trade secret laws) for disclosing a trade secret or confidential information (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, Executive may be held liable if Executive unlawfully accesses trade secrets or confidential information by unauthorized means. Nothing in this Agreement (A) limits, restricts or in any other way affects Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity; or (B) requires Executive to notify the Company or any member of the Company about such communication.

4.4 Intellectual Property.

(a) If Executive creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content or audiovisual materials) ("**Works**"), either alone or with third parties, at any time during Executive's employment with any member of the Company and within the scope of such employment, relating to the business of the Company and/or with the use of any the Company resources or Confidential Information ("**Company Works**"), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, and agrees to assign, transfer and convey, all rights, title, interest and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company (or as otherwise directed by the Company) to the extent ownership of any such rights does not vest originally in the Company. Executive hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Executive now has or may hereafter have for infringement of any and all Company Works. Any assignment of Company Works includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Executive hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(b) Subject to the requirements of applicable state law, if any, Company Works will not include, and the provisions of this Agreement requiring assignment of Company Works to the Company do not apply to, any Company Work which qualifies fully for exclusion under the provisions of applicable state law. In order to assist in the determination of which inventions qualify for such exclusion, Executive will advise the Company promptly in writing, during and for a period of 12 months immediately following the Term, of all inventions solely or jointly conceived or developed or reduced to practice by Executive during the Term.

(c) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(d) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with, the Company, any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive shall comply with all relevant policies and guidelines of the Company, including, without limitation, policies and guidelines regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

4.5 Reasonable Limitation and Severability; Injunctive Relief. The parties agree that the above restrictions are (i) reasonable given Executive's role with the Company, and are necessary to protect the interests of the Company; and (ii) completely severable and independent agreements supported by good and valuable consideration and, as such, shall survive the termination of this Agreement for any reason whatsoever. The parties further agree that any invalidity or unenforceability of any one or more of such restrictions contained in this Section 4 shall not render invalid or unenforceable any remaining restrictions contained in this Section 4. Additionally, should a court of competent jurisdiction determine that the scope of any provision of this Section 4 is too broad to be enforced as written, the parties hereby authorize the court to reform the provision to such narrower scope as it determines to be reasonable and enforceable and the parties intend that the affected provision be enforced as so amended. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach would be inadequate and the Company would suffer significant harm and irreparable damages as a result of a breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available, in addition to an award of its attorney's fees incurred in enforcing its rights hereunder. The remedies under this Agreement are without prejudice to the Company's right to seek any other remedy to which it may be entitled at law or in equity. So that the Company may enjoy the full benefit of the covenants contained in this Section 4, Executive further agrees that the restricted period shall be tolled, and shall not run, during the period of any breach by Executive of any of the covenants contained in this Section 4. It is also agreed that each member of the Company shall have the right to enforce all of Executive's obligations to that member of the Company under this Agreement, including without limitation pursuant to this Section 4. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of Executive's employment or other relationship with the Company, shall operate to excuse Executive from the performance of Executive's obligations under this Section 4.

5. GENERAL PROVISIONS.

5.1 Assignment; Successors. This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by Executive. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume this Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place. As used in the Agreement, "the Company" shall mean both the Company as defined above and any such successor that assumes this Agreement, by operation of law or otherwise.

5.2 Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company:
Roadzen, Inc.
bruce@roadzen.io and rohan@roadzen.io
Attn: Bruce Goldberg, General Counsel
111 Anza Blvd., Suite 109
Burlingame, CA 94010

To Executive:
Jean-Noël Gallardo

5.3 Amendment and Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed by each of the parties hereto.

5.4 Non-Waiver of Breach. No failure by either party to declare a default due to any breach of any obligation under this Agreement by the other, nor failure by either party to act quickly with regard thereto, shall be considered to be a waiver of any such obligation, or of any future breach.

5.5 Severability. In the event that any provision or portion of this Agreement, shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

5.6 Governing Law and Agreement to Arbitrate. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). The parties acknowledge and agree that in connection with any dispute hereunder, each party shall pay all of its own costs and expenses, including its own legal fees and expenses. The parties irrevocably consent to the jurisdiction of, and venue in, the state and federal courts in the State of California, with respect to any matters pertaining to, or arising from, this Agreement, the Executive's equity awards or the Executive's employment by the Company. The Parties acknowledge that as part of this Agreement and in exchange for valid consideration described above, they have mutually agreed to submit to arbitration any future disputes between them and/or between Executive and any of the Releasees, with respect to any matters pertaining to, or arising from, this Agreement, the Executive's equity awards or the Executive's employment by the Company. Notwithstanding the above, the Parties may seek temporary or preliminary injunctive or equitable relief from a court, after which the dispute shall be decided through arbitration.

(a) **Arbitration Procedure.** Any arbitration arising out of or related to this Agreement will be filed with and conducted by JAMS. The arbitration shall be held at the closest office of JAMS to where Executive does/did report to work or at a location mutually agreed to by the parties to the arbitration. The arbitration will be conducted pursuant to the JAMS Employment Arbitration Rules and Procedures ("Rules") in effect at the time the demand for arbitration is filed. Executive understands that he may obtain a copy of the most current Rules by visiting JAMS' website, currently located at <http://www.jamsadr.com/rules-employment-arbitration/>, or by sending a written request to legal@roadzen.io. If JAMS is unable or unwilling to accept the matter for any reason, the parties to the arbitration will submit the matter to a comparable arbitration service, which will apply the then-current Rules unless otherwise agreed to by the parties to the arbitration. Arbitration shall be initiated and all Claims shall be decided by a single, neutral arbitrator. The arbitrator shall issue a written and signed decision within thirty (30) days of the deadline for submission of post-hearing briefs. The arbitrator's award shall be final and binding and shall contain the essential findings of fact and conclusions of law on which the decision is based. Judgment upon the award may be entered, and enforcement may be sought, in any court of competent jurisdiction.

5.7 Waiver of Jury Trial. The parties each hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise.

5.8 Entire Agreement. This Agreement contains all of the terms agreed upon by the Company and Executive with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties dealing with such subject matter, whether oral or written.

5.9 Headings. Numbers and titles to Sections hereof are for information purposes only and, where inconsistent with the text, are to be disregarded.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together, shall be and constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

5.11 Taxes.

(a) The Company may withhold from any payment hereunder such state, federal or local income, employment or other taxes and other legally mandated withholdings in accordance with applicable law and considering the location of the Executive's residence and the location in which Executive performs Executive's duties for the Company. The Company makes no representation about the tax treatment or impact of any payment(s) hereunder.

(b) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (together with the regulations and other guidance promulgated thereunder, "**Section 409A**"), to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything herein to the contrary: (i) if at the time of Executive's termination of employment with the Company, Executive is a "specified employee" as defined in Section 409A and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six (6) months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A); (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner determined by the Company that does not cause such an accelerated or additional tax; (iii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payment shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A; and (iv) each amount to be paid or benefit to be provided to Executive pursuant to this Agreement, which constitute deferred compensation subject to Section 409A, shall be construed as a separately identified payment for purposes of Section 409A. Notwithstanding anything to the contrary herein, to the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) may not be liquidated or exchanged for other payments or benefits, and during any one year may not affect amounts reimbursable or provided in any subsequent year. Neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to Section 409A.

(c) In the event that it is determined that any payment or distribution of any type to or for Executive's benefit made by the Company, by any of its affiliates, by any person who acquires ownership or effective control or ownership of a substantial portion of the Company's assets (within the meaning of Code Section 280G and the regulations thereunder) or by any affiliate of such person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "**Total Payments**"), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest or penalties, are collectively referred to as the "**Excise Tax**"), then such payments or distributions or benefits shall be payable to such lesser amount as would result in no portion of such payments or distributions or benefits being subject to the Excise Tax. If the Total Payments must be reduced as provided in the previous paragraph, the reduction shall occur in the following order (on a pro rata basis among payments or benefits within categories, except as provided below): (1) reduction of cash payments for which the full amount is treated as a "parachute payment" (as defined under Section 280G of the Code and the regulations thereunder); (2) cancellation of accelerated vesting (or, if necessary, payment) of cash awards for which the full amount is not treated as a parachute

payment; (3) reduction of any continued employee benefits and (4) cancellation of any accelerated vesting of equity awards. In selecting the equity awards (if any) for which vesting will be reduced under clause (4) of the preceding sentence, awards shall be selected in a manner that maximizes the after-tax aggregate amount of reduced Total Payments provided to Executive, provided that if (and only if) necessary in order to avoid the imposition of an additional tax under Section 409A of the Code, awards instead shall be selected in the reverse order of the date of grant. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. Executive and the Company shall furnish such documentation and documents as may be necessary for the Company's independent external accountants to perform the requisite Code Section 280G computations and analysis. The Company shall bear the costs of performing any calculations contemplated by this Section 5.11.

5.12 Clawback. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges that the Company may be entitled or required by law, the Company's policy (the "**Clawback Policy**") or the requirements of an exchange on which the Company's or its parent's shares are listed for trading, to recoup incentive-based compensation paid to Executive pursuant to this Agreement or otherwise, and Executive agrees to comply with any such request or demand for recoupment by the Company. Executive acknowledges that the Clawback Policy may be modified from time to time in the sole discretion of the Company and without the consent of Executive.

5.13 Return of Property. Upon termination of Executive's employment with the Company for any reason, Executive shall immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control that contain Confidential Information or otherwise relate to the business of the Company, and cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware, and shall otherwise return to the Company all property of the Company. The Company will reimburse any incurred shipping expenses pursuant to its expense reimbursement practice.

5.14 No Conflict and Representation. Executive represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound; (ii) Executive is not a party to or bound by an employment agreement, non-compete agreement, non-solicit agreement or confidentiality agreement with any other Person which would interfere in any material respect with the performance of Executive's duties hereunder; and (iii) Executive had the opportunity to be individually represented by independent counsel in negotiating the terms of this agreement.

5.15 Survival. Except as otherwise expressly provided in this Agreement, all covenants, representations and warranties, express or implied, in addition to the provisions of Sections 4 and 5 of this Agreement, shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be duly executed on the date and year first written above.

COMPANY

B
y
: /s/ Rohan Malhotra
Name: Rohan Malhotra
Title: Chief Executive Officer

EXECUTIVE

/s/ Jean-Noël Gallardo
Jean-Noël Gallardo

Schedule A

Responsibilities

Financial Strategy: Develop and execute capital structure and financial strategies, ensuring a balanced approach to capital allocation between growth initiatives and shareholder returns. Provide strategic financial insights to the CEO and the Board of Directors. Ensure the accuracy, integrity, and timeliness of financial statements and reporting in compliance with U.S. GAAP, India GAAP, IFRS and applicable regulatory requirements.

Investor Relations: Lead communication with shareholders and the financial community, ensuring a clear and consistent message regarding the Company's financial performance and prospects. Participate in earnings calls and investor presentations. Foster strong relationships with shareholders, analysts, and the investment community including financial institutions and rating agencies.

Public Company Compliance: Ensure strict adherence to all relevant regulatory requirements, including SEC reporting, exchange rules and regulations and other financial regulations. Oversee the preparation and filing of all necessary financial statements and disclosures.

Financial Planning and Analysis: Lead the budgeting, forecasting, and financial analysis processes. Provide guidance on capital allocation, cost optimization, and revenue growth opportunities.

Internal Controls: Establish and maintain effective internal controls to safeguard company assets and ensure the accuracy of financial reporting.

Audit Management: Manage relationships with external auditors subject to the oversight of the Audit Committee and oversee the annual financial audit process. Address any audit findings and implement corrective actions.

Financial Reporting: Prepare and review financial statements, including balance sheets, income statements, and cash flow statements. Communicate financial results and insights to executive leadership and the Board of Directors.

Treasury Management: Oversee cash management, liquidity planning, and investment strategies to optimize the Company's financial position.

Risk Management: Identify and mitigate financial risks, including currency risk, interest rate risk, and credit risk. Develop and oversee a robust risk management framework, including assessments, contingency planning, and the Company's insurance programs.

Team Leadership: Build, lead, mentor and develop a high-performing global finance and accounting team, promoting a culture of excellence, collaboration, and continuous improvement.

Roadzen Appoints Jean-Noël Gallardo as Global Chief Financial Officer

New York, January 8, 2024 — Roadzen Inc. (Nasdaq: RDZN), a global pioneer in AI-driven insurance and mobility solutions, today announced the appointment of Jean-Noël Gallardo as its new Chief Financial Officer. Mr. Gallardo brings over two decades of experience in financial planning and analysis, treasury management, compliance, fundraising, and M&A, making him an integral addition to the Roadzen leadership team.

With his extensive experience in insurtech, brokerage, and claims administration throughout the US and EU, Mr. Gallardo is ideally positioned to propel Roadzen's continued expansion. He will play a crucial role in enhancing Roadzen's financial and operational playbook, overseeing investor and analyst engagement, and steering strategic financial initiatives.

Most recently, Mr. Gallardo was the Vice President of Finance at Aclaimant, Inc., an insurtech platform for safety and risk management. His prior roles include CFO of LJR Holdings, Inc., a privately-held California-based holding company with third-party claims administrator and managed care subsidiaries, Vice President of Finance for Gallagher Bassett Services, Inc., the risk management unit of international broker Arthur J. Gallagher & Co., and leading the FP&A function for CNA's Small Commercial business. Mr. Gallardo began his career in investment banking, focusing on M&A for middle-market companies throughout North America. He earned his M.B.A. in Finance from the Kellstadt Graduate School of Business.

Jean-Noël Gallardo spoke about his new role: "I am thrilled to join Roadzen, a company that leads with innovation in mobility and insurance on a global scale. The company's strong presence in key markets and its leadership in AI are particularly exciting to me as I take on the role of Global Chief Financial Officer. I am committed to driving strategic financial initiatives that will not only reinforce Roadzen's position but will also create new pathways for sustained high growth."

Rohan Malhotra, Co-Founder and CEO of Roadzen, commented, "As we continue to strengthen our leadership at Roadzen, I am delighted to welcome Jean-Noël Gallardo to the team. His knowledge, experience, and exceptional track record in the insurance industry make him the perfect choice to guide Roadzen's global financial strategy. I would also like to thank our outgoing CFO, Mohit Pasricha, who played a pivotal role in Roadzen's journey to our public listing and continues to be a vital member of our leadership team."

About Roadzen

Roadzen (NASDAQ: RDZN) is a leading insurance technology company on a mission to transform global auto insurance powered by AI. Thousands of clients - from some of the world's leading insurers, fleets and carmakers to small fleets, brokers and insurance agents - use Roadzen's technology to build new products, sell insurance, process claims and improve road safety. Roadzen's pioneering work in telematics and computer vision has earned



recognition as a top AI innovator by publications such as Forbes, Fortune and Financial Express. Roadzen has 400 employees across its global offices in the US, India, UK and France. To learn more, please visit www.roadzen.io.

For further details, please contact:

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Sanya Soni

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Gutenberg
roadzen@thegutenberg.com

Cautionary Statement Regarding Forward-Looking Statements

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements are based on Roadzen's current expectations and projections about future events. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions about Roadzen that may cause Roadzen's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "could," "would," "expect," "plan," "anticipate," "believe," "estimate," and "continue," or the negative of such terms or other similar expressions. Such statements include, but are not limited to, statements regarding Roadzen's expectations regarding future growth, strategy, demand for Roadzen's products, expansion plans, future operations, future operating results, estimated revenues, losses, projected costs, prospects, plans and objectives of management, as well as all other statements other than statements of historical fact included in this press release. Factors that might cause or contribute to such a discrepancy include, but are not limited to, those described in "Risk Factors" in Roadzen's Securities and Exchange Commission ("SEC") filings, including the definitive proxy statement/prospectus Roadzen filed with the SEC on August 14, 2023. Roadzen urges you to consider these factors, risks and uncertainties carefully in evaluating the forward-looking statements contained in this press release. All subsequent written or oral forward-looking statements attributable to Roadzen or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. The forward-looking statements included in this press release are made only as of the date of this release. Except as expressly required by applicable securities law, Roadzen disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise.
