

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): September 24, 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 1.01 Entry into a Material Definitive Agreement.**

Effective as of September 24, 2024, Roadzen Inc. (the “Company”) entered into separate letter agreements (the “Lock-Up Amendments”) with two of its significant shareholders, Avacara PTE, Ltd. (“Avacara”) and Vahanna LLC (“Vahanna”), pursuant to which each such shareholder agreed to amend the lock-up agreement previously entered into between such shareholder and the Company, as described in the Current Report on Form 8-K filed by the Company on September 27, 2023 (such prior agreements, together with the lock-up agreements entered into with other shareholders of the Company and described in such Form 8-K, the “Lock-Up Agreements”). Pursuant to the terms of the Lock-Up Amendments, Avacara and Vahanna agreed to extend the term of the restrictions on transfer contained in the Lock-Up Agreements by an additional year, from September 20, 2024 to September 20, 2025 (or such earlier date that the closing price of the Company’s ordinary shares equals or exceeds \$12.00 (as adjusted for share recapitalizations, subdivisions, reorganizations, recapitalizations and the like), for 20 trading days within 30 trading day period. Avacara is controlled by Rohan Malhotra, the Company’s Chief Executive Officer and a member of the Company’s board of directors. The Company has been advised by a number of its other shareholders who are party to Lock-Up Agreements that they agree to the terms of the Lock-Up Amendments, and the Company expects to enter into letter agreements that are substantially similar to the Lock-Up Amendments with these other shareholders.

The foregoing description of the Lock-Up 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.

<b><u>Exhibit Number</u></b>	<b><u>Description of Exhibits</u></b>
10.1	<a href="#">Form of Lock-Up Amendment.</a>
104	Cover page interactive data file (embedded within the Inline XBRL document).

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**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: September 27, 2024

By: /s/ Jean-Noël Gallardo

Jean-Noël Gallardo  
Chief Financial Officer

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**EX-10.1**

September 24, 2024

Roadzen Inc.  
111 Anza Blvd., Suite 109  
Burlingame, CA 94010

RE: Lock-Up Agreement

Ladies and Gentlemen:

Reference is made to the Lock-Up Agreement (the "Lock-Up Agreement") entered into by and among Roadzen Inc., a British Virgin Islands business company f/k/a Vahanna Tech Edge Acquisition I Corp. (the "Company"), Roadzen, Inc., a Delaware corporation ("Roadzen"), and the undersigned stockholder of the Company (the "Holder"), which Lock-Up Agreement was entered into in connection with the Agreement and Plan of Merger, dated as of February 10, 2023, pursuant to which Roadzen became a wholly-owned subsidiary of the Company on September 20, 2023. Capitalized terms used and not otherwise defined in this letter shall have the meanings given to them in the Lock-Up Agreement.

We understand that certain other shareholders of the Company have agreed to extend the Lock-up Period applicable to them from 12 months from the date of the Closing to 24 months from the date of the Closing (subject to earlier termination pursuant to the provisions of clauses (y) and (z) of Section 1(a) of their respective Lock-Up Agreements), subject to certain other holders of the Company's ordinary shares, including the Holder, agreement to the same extension of their respective Lock-up Periods. In consideration of the foregoing, this is to confirm the agreement of the undersigned that the Lock-Up Agreement is hereby amended by deleting clause (x) of Section 1(a) of the Lock-Up Agreement in its entirety and replacing it with the following:

"(x) the twenty-four (24) month anniversary of the date of the Closing,"

Other than the amendment set forth herein, the Lock-Up Agreement shall remain in full force and effect in accordance with its terms.

The Holder confirms that, as of the date hereof, Holder is a holder of equity securities of the Company in such amounts as set forth on Schedule A attached hereto.

[SIGNATURE PAGE FOLLOWS]

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Very truly yours,

Name of Holder\_\_\_\_\_

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

ROADZEN INC.

By\_\_\_\_\_

Name:

Title:

ROADZEN, INC.

By\_\_\_\_\_

Name:

Title:

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**SCHEDULE A**

***Number and Type of Company Securities (as of the date hereof):***

Ordinary Shares \_\_\_\_\_

Options (Vested and Unvested) \_\_\_\_\_

Warrants \_\_\_\_\_

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