24 November 2026

Dear Shareholder

Notice of Access | Extraordinary General Meeting

Findi Limited (ACN 057 335 672, ASX: FND) will hold an Extraordinary General Meeting of shareholders at 1:00 pm (AEDT) on Wednesday, 23 December 2026.

The meeting will be held in person at Automic Group, Suite 5, Level 12, 530 Collins Street, Melbourne VIC 3000. Please allow time to register before the meeting starts. There will be no online attendance or voting.

To access the Notice of Extraordinary General Meeting and Explanatory Statement for 23 December 2026, go to ASX Announcements, search for FND and select the notice: https://www.asx.com.au/markets/trade-our-cash-market/announcements.fnd

If you have elected to receive paper copies or request one, we will send you a printed copy. If you have elected electronic delivery, we will send a link to your nominated email address.

To vote by proxy, follow the instructions on the enclosed personalised Proxy Form. Your proxy appointment and any required authority must be received by 1:00 pm (AEDT) on Monday, 21 December 2026.

For enquiries or to submit a question in advance of the meeting, please email tom@straightlines.net.au.

Please read the Notice of Meeting and Explanatory Statement in full before voting. The resolution concerns the proposed pledge of Findi's TSI shares. It does not seek approval of the separate proposed sale of those shares.

Yours faithfully

Thomas May
Joint Company Secretary
Findi Limited

FINDI LIMITED
ACN 057 335 672

Notice of Extraordinary General Meeting

Chairman's Letter and Explanatory Statement

Proposed pledge of TSI shares

Date of Meeting:

Wednesday, 23 December 2026

Time of Meeting:

1:00 pm (AEDT)

Location and format:

Automic Group, Suite 5, Level 12, 530 Collins Street, Melbourne VIC 3000 (in person)

This Notice seeks approval of the pledge of the Company's shareholding in TSI, to secure loan funding with a principal amount of up to INR 1,000,000,000, together with accrued interest and costs (including costs incurred under any indemnities and / or enforcement sums as applicable) as described in Schedule 1, in favour of one or more legally eligible lenders, subject to applicable laws and requisite regulatory, lender and other approvals.

It does not seek approval of the separate proposed sale of Findi's TSI shares.

Read this Notice and Explanatory Statement in their entirety, together with the separate Proxy Form. If in doubt as to how to vote, seek advice from your accountant, solicitor or other professional adviser without delay.

CHAIRMAN'S LETTER

24 November 2026

Dear Shareholder

On behalf of Findi Limited (Company or Findi), I invite you to an Extraordinary General Meeting on Wednesday, 23 December 2026 at 1:00 pm (AEDT) at Automic Group, Suite 5, Level 12, 530 Collins Street, Melbourne VIC 3000.

We seek approval under ASX Listing Rule 11.2 for a pledge over Findi's eligible shares in Transaction Solutions International (India) Private Limited (**TSI**) in favour of one or more Indian banks, non-banking financial companies registered with the Reserve Bank of India, or other lenders legally eligible to receive the proposed pledge under applicable Indian law, including pursuant to any specific regulatory permission where required (together, the **Potential Lenders**). The pledge of shares in TSI will secure proposed loans with an aggregate principal amount of up to INR 1,000,000,000 together with accrued interest and costs as described in Schedule 1 of this Notice.

TSI is Findi's principal operating undertaking. The proposed loans (if advanced) will support TSI's debt servicing, financial obligations, working capital and other approved business purposes. The terms of the proposed loans have not yet been agreed. However, they are likely to provide for a term of approximately one year from first disbursement and simple interest of around 12% per annum. Although the anticipated term is one year, it is usual practice in India that lenders may demand repayment at any time without a default. The definitive financing documents may provide for repayment on demand, subject to the terms expressly agreed between TSI and the respective lenders.

The pledge presents a significant risk: lawful enforcement could result in Findi losing some or all of its TSI shares and control of its main undertaking. Please consider the risks and financial effects in the Explanatory Statement carefully.

Findi is also in discussions with a prospective purchaser about selling its 90.10% TSI holding (referred to in this Notice as the **Potential TSI Share Sale**). The Company intends to seek approval of that contractual sale at a separate meeting when terms are agreed. Resolution 1 seeks approval of the pledge of Findi's shares in TSI to secure the proposed loans and any disposal arising from lawful enforcement on the terms described in this Notice. It does not approve the Potential TSI Share Sale or any separate transfer of voting control in connection with that sale. However, pledge enforcement could itself result in loss of TSI whether or not the sale completes.

The Directors recommend that shareholders vote in favour of Resolution 1, for the following reasons:

(a) Neither TSI nor Findi has an alternative funding offer available; and

(b) TSI has near-term financial commitments that are otherwise unfunded; failure to meet these commitments could trigger a cross-default across all of TSI's lending facilities.

Please vote at the Meeting or lodge your Proxy Form by 1:00 pm (AEDT) on Monday, 21 December 2026, as set out in the Notes to the Notice.

Business update

Findi's securities were voluntarily suspended from quotation on 22 June 2026 while the Board considered the Company's financial position and worked to finalise its audited financial statements for the year ended 31 March 2026. If the proposed sale of Findi's TSI shares proceeds to a shareholder vote, the separate notice of meeting is expected to provide further detail on the reasons for the suspension and the steps the Board has taken since then to preserve shareholder value.

Yours sincerely

Andrew Grover
Chairman

FINDI LIMITED

ACN 057 335 672

Registered office: Level 4, 90 William Street, Melbourne, Victoria 3000

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is given that an Extraordinary General Meeting of Shareholders will be held on Wednesday, 23 December 2026 at 1:00 pm (AEDT) at Automic Group, Suite 5, Level 12, 530 Collins Street, Melbourne VIC 3000 (Meeting). The Explanatory Statement and Schedule 1 form part of this Notice. Definitions appear at the end of the Explanatory Statement.

ASX takes no responsibility for the contents of this Notice.

Participation arrangements

The Meeting will be held in person. Shareholders and their proxies, attorneys and corporate representatives should allow time to register at the venue before the Meeting starts. There will be no online attendance or voting.

AGENDA

Resolution 1 Approval of pledge over TSI shares

To consider and, if thought fit, pass the following resolution as an **ordinary resolution**:

> *"That, for the purposes of ASX Listing Rule 11.2 and for all other purposes, Shareholders approve the Company granting, perfecting and maintaining a pledge over the Proposed Pledge Shares in favour of the Potential Lenders, and any disposal of those shares arising from lawful enforcement of that pledge, in each case only on the terms and subject to the conditions described in the Explanatory Statement and Schedule 1.*
>
> *This approval is limited to security for loan funding with an aggregate principal amount of up to INR 1,000,000,000, together with accrued interest and costs (including costs incurred under any indemnities and / or enforcement sums as applicable) as described in Schedule 1 of this Notice. Approval of enforcement-related disposals extends only to the enforcement mechanisms and terms specifically described in Schedule 1. It does not authorise an increase or replacement beyond those limits, security for other financing, completion of the Potential TSI Share Sale, or any separate transfer of voting control in connection with that sale."*

By order of the Board

Thomas May

Joint Company Secretary

Dated: 24 November 2026

Notes to the Notice

1. **Entire Notice:** Read Resolution 1 together with the Explanatory Statement and Schedule 1. Approval is sought for the described pledge transaction, not a general authority to dispose of shares in TSI.

2. **Voting eligibility:** For the purposes of the Meeting, the Company has determined under regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) and Article 5.3(d)(iii) of the Constitution that Shares will be taken to be held by the persons recorded as their holders at 1:00 pm (AEDT) on Monday, 21 December 2026 (**Eligibility Time**), being not more than 48 hours before the Meeting. Those persons may attend and vote as Shareholders, subject to applicable voting restrictions and exclusions. Transfers registered after the Eligibility Time are disregarded when determining Meeting entitlements. The Eligibility Time is distinct from the deadline for receipt of proxy documents.

3. **Voting and majority:** Resolution 1 will be decided by poll. It is an ordinary resolution requiring more than 50% of valid votes cast by those entitled to vote to be in favour. Abstentions are not votes cast for or against. Each fully paid ordinary Share carries one vote on a poll, subject to applicable restrictions.

4. **Proxies**

A Shareholder entitled to attend and vote may appoint an individual or body corporate proxy. A proxy need not be a Shareholder. A Shareholder with two or more votes may appoint two proxies and specify the proportion or number each may exercise. Without an allocation, each may exercise half, disregarding fractions.

Proxy appointments and any required signing authority, or a certified copy of that authority, must be received by the Company no later than **1:00 pm (AEDT) on Monday, 21 December 2026**, being 48 hours before the scheduled commencement of the Meeting (**Proxy Cut-Off Time**). Documents must be received, not merely sent, by that time. Please lodge proxy documents through Automic's Investor Portal or by post to Automic, GPO Box 5193, Sydney NSW 2001, or by hand delivery to Automic, Level 5, 126 Phillip Street, Sydney NSW 2000.

A proxy appointment must be validly signed, including electronically where permitted, or otherwise authenticated in accordance with the Corporations Act and applicable regulations.

Lodging and authenticating your proxy

To appoint a proxy online, go to Automic's Investor Portal, log in, select Meetings and follow the prompts using the Holder Number shown at the top of your Proxy Form. Online lodgement is for appointing a proxy only.

Alternatively, complete and sign the Proxy Form and lodge it with Automic by one of the following methods:

Email: meetings@automicgroup.com.au

Post: Automic, GPO Box 5193, Sydney NSW 2001

Hand delivery: Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

Fax: +61 2 8583 3040

For an individual holding, the shareholder must sign. For a joint holding, all joint holders should sign. If signing under a power of attorney that has not already been lodged with Automic, attach a certified copy. Corporate shareholders should sign in accordance with their constitution and indicate the capacity in which each signatory signs.

Proxy appointments must be received by the deadline specified in the Proxy Form. For assistance, contact Automic on 1300 288 664 within Australia or +61 2 9698 5414 from overseas.

A directed proxy, if voted, must be voted as directed. The Chair must exercise directed proxies on the poll. A directed non-Chair appointment transfers to the Chair in the circumstances provided by the Corporations Act if the proxy is not recorded as attending or does not vote. The Chair must then vote as directed. An undirected non-Chair proxy does not automatically transfer under that statutory rule. A proxy's or attorney's authority to speak or vote in respect of a Shareholder's Shares is suspended while that Shareholder is present in person at the Meeting.

5. Undirected Chair proxies

Appointing the Chair without a direction authorises the Chair to vote as the Chair decides, subject to exclusions. The Chair intends to vote all undirected proxies in favour of Resolution 1. Shareholders are encouraged to direct their votes.

6. Voting exclusion statement

Resolution 1 – Approval of pledge over TSI shares	The Company will disregard any votes cast in favour of Resolution 1 by or on behalf of any person who is a proposed pledgee or counterparty to the pledge transaction, any person who will obtain a material benefit as a result of the proposed pledge transaction (except a benefit solely by reason of being a holder of ordinary securities in the Company), or an associate of any of those persons. Any additional person designated by ASX as excluded from voting must also be excluded in accordance with ASX's requirements.

However, this does not apply to a vote cast in favour by:

(a) a person as proxy or attorney for a person entitled to vote, in accordance with directions given to the proxy or attorney to vote on Resolution 1 in that way; or

(b) the Chair as proxy or attorney for a person entitled to vote, in accordance with directions given to the Chair to vote on Resolution 1 as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that they are not excluded from voting, and are not an associate of a person excluded from voting, on the resolution; and

(ii) the holder votes on the resolution in accordance with the directions given by the beneficiary to the holder to vote in that way.

7. Representatives and attorneys

A body corporate Shareholder, or a body corporate appointed as proxy, may appoint an individual representative under section 250D of the Corporations Act.

The representative should provide evidence of the appointment or standing appointment, including any restrictions on authority, before exercising the body corporate's powers at the Meeting.

Only one representative may exercise those powers at any one time.

A Shareholder attending and voting through an attorney must ensure that the Company receives the attorney appointment and any authority under which it was signed, or a certified copy of that authority, by the Proxy Cut-Off Time, in accordance with Article 5.14(p) of the Constitution.

If a proxy appointment is signed or authenticated by a Shareholder's attorney, the attorney's signing authority or a certified copy must also be received by the Proxy Cut-Off Time. For an adjourned Meeting, appointments and authorities lodged for the resumed part must be received at least 48 hours before the scheduled resumption. Use the confirmed lodgement methods specified above.

8. Questions and enquiries

Shareholders will have a reasonable opportunity to ask questions and make comments relevant to the Meeting's business. Advance questions may be sent to tom@straightlines.net.au in advance of the Meeting. Enquiries: Thomas May, Joint Company Secretary.

EXPLANATORY STATEMENT

1. Introduction

This statement provides information relevant to Resolution 1. The proposed security over the Proposed Pledge Shares concerns Findi's principal operating undertaking and may have substantial consequences if enforced.

2. Resolution 1 – Approval of pledge over TSI shares

2.1 Background and purpose

(a) **Overview**

Findi holds 364,724,930 TSI equity shares, being approximately 90.10% of TSI's existing equity capital.

TSI is Findi's main operating entity. TSI and its subsidiaries conduct Indian ATM and financial technology businesses, including the regulated white-label ATM business through Findi India Limited.

This Notice seeks approval for Findi to pledge shares in TSI to secure TSI loans of up to INR 1,000,000,000 principal in aggregate (**Loan Amount**) together with accrued interest and costs as described in Schedule 1 of this Notice required to fund TSI's operations. The loan agreements under which the Loan Amount may be advanced (together, the **Loan Agreements**) have not yet been agreed, however a summary of the expected terms are set out in Schedule 1.

The proposed financing arrangements may be undertaken with one or more Potential Lenders, subject to agreement on commercial terms, applicable law and the necessary lender and regulatory consents.

2.2 Separate sale and broader funding

Findi is currently progressing a separate proposed transaction (which remains subject to definitive documentation and Findi shareholder approval, among other conditions), under which Findi proposes to sell its entire holding in TSI (i.e. the "Potential TSI Share Sale"). If the Potential TSI Share Sale proceeds, the Proposed Pledge Shares would be released to facilitate completion under the Potential TSI Share Sale, subject to the repayment, settlement and security-release arrangements agreed with the relevant Potential Lenders.

As noted above, the Potential TSI Share Sale is intended for a separate meeting. Resolution 1 (if passed) does not approve that sale.

2.3 Proposed Pledge Shares

The **Proposed Pledge Shares** are those shares in TSI held by Findi that are presently unencumbered and shall also include those shares in TSI held by Findi that are presently encumbered, as and when they are released.

As at the date of this Notice:

(i) Findi holds 364,724,930 TSI equity shares, being approximately 90.10% of its existing equity capital.

(ii) 303,307,451 TSI shares held by Findi (being approximately 74.93% of TSI's existing issued shares) are unencumbered.

(iii) The remaining 61,417,479 TSI shares held by Findi have been pledged to DSP (another financier of TSI) under a separate facility.

The proposed pledge initially covers up to 303,307,451 unencumbered TSI shares. It also extends to the 61,417,479 TSI shares pledged to DSP as and when those shares are released from that encumbrance. Accordingly, up to all of Findi's existing 364,724,930 TSI shares may become subject to the pledge (to be granted to the Potential Lenders).

The giving of the Proposed Pledge Shares as security for the Loan Amount (plus accrued interest and costs) is subject to Findi shareholder approval – that is the purpose of this Notice.

Findi seeks approval before granting and perfecting a pledge securing any part of the proposed INR 1,000,000,000 principal limit (i.e. the "Loan Amount"), plus interest and costs. In addition to shareholder approval sought under Resolution 1, implementation also remains subject to the required regulatory approvals and consents.

Findi and TSI propose to agree one or more Share Pledge Deeds governing creation, perfection, continuation, enforcement and release of the security to be granted to lenders of the proposed INR 1,000,000,000 (plus interest and costs) over the Proposed Pledge Shares. The terms of the proposed Share Pledge Deeds have not yet been agreed, and the deeds have not been executed. However, their proposed material terms are summarised in Schedule 1. Approval extends only to the enforcement-related disposals specifically described in Schedule 1.

2.4 Listing Rule 11.2

Shareholder approval (by way of Resolution 1) is being sought because:

Disposal of secured property

(a) Listing Rule 11.2 requires approval of ordinary security holders for a disposal of an entity's main undertaking.

(b) The Listing Rules define "disposal" broadly, including using an asset as collateral.

(c) ASX guidance provides that whether the granting of security constitutes a disposal depends on the circumstances:

(i) While disposal is defined broadly, according to ASX guidance (provided in ASX Guidance Note 12) granting security does not necessarily constitute disposal of an entity's main undertaking. Where the granting of a security does not of itself, change the *nature* of the entity's main undertaking, it may not constitute a disposal under Listing Rule 11.2.

(ii) Additionally, taking enforcement proceedings in insolvency proceedings (e.g. a disposal of the secured asset by a receiver acting on behalf of a secured creditor under a security instrument, or an administrator or liquidator acting under their statutory powers) would not be captured by Listing Rule 11.2.

(iii) On the other hand, Listing Rule 11.2 would apply to a voluntary disposal by a listed entity of its main undertaking to avoid or cure a default under financing arrangements or to avoid insolvency (and hence to avoid the appointment of a receiver, administrator or liquidator).

(d) ASX Guidance Note 12 addresses disposals by receivers, administrators and liquidators, and distinguishes those disposals from voluntary disposals by a listed entity to pay down debt or recapitalise its balance sheet. It does not expressly determine the treatment of all of the contractual enforcement mechanisms contemplated by the proposed pledge arrangements.

(e) Schedule 1 sets out the potential ways, under the proposed share pledge arrangements, that the Proposed Pledge Shares might be dealt with in the case of a default under the Loan Agreements, including:

(i) Voting rights would become exercisable by the Potential Lenders upon an event of default under the relevant Loan Agreement and invocation of the pledge, subject to applicable law and required approvals.

(ii) Upon an event of default, the Potential Lenders are permitted to collect income, interest, dividends and other benefits relating to the pledged shares and apply them towards the secured amounts.

(iii) On an event of default, the Potential Lenders may sell any pledged shares by public auction or private contract on terms they determine (with the proceeds to be applied towards payment of the outstanding funds secured by the Proposed Pledge Shares).

Proximity to potential sale

The Company is separately progressing the Potential TSI Share Sale, and Resolution 1 does not seek approval of that sale.

Nevertheless, section 4.3 of ASX Guidance Note 12 explains that a disposal of a main undertaking may occur through a series of transactions. Those transactions need not be interrelated or cross-conditional, but must occur in reasonable proximity and form part of a concerted plan that, if successful, will result in disposal of the main undertaking.

The Potential TSI Share Sale and the Share Pledge Deeds are not interrelated, but they are likely to occur in close proximity from a timing perspective.

Having regard to the scope of those proposed security arrangements and the likely proximity to the Potential TSI Share Sale, the Company is seeking shareholder approval under Listing Rule 11.2 for the proposed pledge transaction and the enforcement-related disposals specifically described in this Notice.

As noted above, Resolution 1 does not approve the Potential TSI Share Sale.

2.5 If Resolution 1 is passed

If Resolution 1 is passed, the Company will be able to proceed with the described pledge transaction, subject to any other applicable regulatory approvals, agreed terms and conditions disclosed in this Notice.

As noted earlier, approval extends only to the enforcement-related disposals specifically described in Schedule 1.

As and when the existing encumbrance granted in favour of DSP is released, all of Findi's existing TSI holding may become exposed to the pledge. Approval does not guarantee sufficient funding, nor does it guarantee that the Loan Amount will not be called in by the lenders, nor does it guarantee completion of the separate Potential TSI Share Sale.

2.6 If Resolution 1 is not passed

If Resolution 1 is not passed, the Company will not proceed with the proposed pledge transaction, and TSI will not be able to secure debt funding of the Loan Amount on the security-backed terms contemplated under this Notice.

Revised arrangements or alternative funding may be needed, and no alternative finance is assured.

If TSI cannot meet a repayment demand or obtain sufficient funding for its existing debt obligations, there is a material risk of default, enforcement and insolvency proceedings affecting TSI and its operations.

Findi has sought additional funding from major shareholders in recent months, but such support has not been forthcoming.

2.7 Principal risks and financial effects

(a) **On-demand repayment:** as noted above, the terms of the Loan Agreements have not yet been agreed. However, the proposed Loan Agreements may provide the Potential Lenders with a contractual right to demand repayment before maturity, including without the occurrence of an event of default. In that scenario, payment would be immediate unless a later date is specified. Failure to pay may lead to default and enforcement under the final pledge and applicable law.

(b) **Loss of the main undertaking:** enforcement of the security may result in the Proposed Pledge Shares being disposed of to recover amounts outstanding. In that scenario, Findi may lose control and economic benefit of TSI.

(c) **Collateral proportionality:** a controlling TSI interest would secure up to INR 1,000,000,000 principal, plus interest and costs. This means Findi's entire interest in TSI could be exposed under the Share Pledge Deeds.

(d) **Funding availability:** The Loan Amount remains subject to written terms being agreed and may be unavailable. Financing beyond the disclosed limits may require further security and approvals.

(e) **Findi liability:** Findi will not be a borrower or repayment guarantor under the proposed Share Pledge Deeds. Recourse against Findi for TSI's debt will be limited to the pledged shares and their proceeds. Findi nevertheless would remain liable for its own express obligations under the Share Pledge Deeds, including recoverable costs and direct loss caused by its breach. The absence of a repayment guarantee does not mean that Findi has no separate payment exposure.

(f) **Regulatory / execution risk:** as detailed in Schedule 1, the proposed pledge arrangements shall be subject to compliance with Rule 9(8) of the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, including the eligibility of the proposed pledgees, applicable Authorised Dealer Bank requirements and any specific regulatory permission required for the proposed security structure. The arrangements contemplate execution within two business days of approvals. Indian creation, priority, voting, enforcement and release requirements may restrict or delay implementation. This vote does not replace those approvals.

2.8 Financial effects of the proposed pledge

(a) Financial effects

A$	Current consolidated balance sheet extract (note 1)	Effect of pledge grant and related funding (note 2)	Pro forma consolidated balance sheet extract
Current Liabilities			
Trade and Other Payables	25,144,558	(962,710)	24,181,848
Short Term Borrowings	60,638,778	(9,010,776)	51,628,003
Loan Amount (INR 1,000,000,000)	-	15,384,615	15,384,615
Other Current Liabilities	66,342,647	(4,795,745)	61,546,902
Non-Current Liabilities			
Long Term Borrowings	17,533,405	-	17,533,405
Debentures	32,579,416	-	32,579,416
Other Long-Term Liabilities	55,187,537	-	55,187,537
Total Liabilities	257,426,341	615,385	258,041,725

1. Unaudited financial statements as at 31 October 2026.
2. Effect of related funding converted at AUD/INR 65.

When fully drawn the Loan Amount of INR 1,000,000,000 (One Hundred Crore Indian Rupees) will convert to approximately A$15.38m and will be utilised to retire approximately A$9m of Short-Term Borrowings and settle approximately A$5.7m of Trade and Other Payables and Other Current Liabilities.

(b) Potential enforcement / loss-of-control effect

Findi currently owns a 90.10% controlling interest in TSI. If TSI defaults on the proposed loan and if Findi does not repay any part of the proposed loan then Findi may forfeit the Proposed Pledge Shares that relate to the unpaid Loan Amount. If the Loan Amount is fully drawn and Findi does not repay then Findi could forfeit its entire shareholding interest in TSI.

2.9 Business model, proceeds and management

The Loan Amount proceeds are to be used for TSI's debt servicing, financial obligations, working capital and other approved business purposes, as described above.

The grant of the pledge itself is not intended to change the nature of Findi's business model, and no changes to Findi's board or senior management are proposed in connection with or as a consequence of entry into the proposed Loan Agreements, or the proposed Share Pledge Deeds.

However, as noted earlier, enforcement of the Potential Lenders' security over the Proposed Pledge Shares could cause Findi to lose control of TSI and materially change its remaining business.

2.10 Consequences of enforcement

If enforcement of the security in the Proposed Pledge Shares results in Findi losing control of TSI, Findi's remaining operations, assets, liabilities and funding would need to be assessed against ASX's ongoing listing requirements, including the requirements for sufficient operations and an adequate financial condition.

The consequences may include continued suspension of quotation and additional conditions before trading could resume. If Findi seeks to acquire a replacement business, ASX may require further shareholder approval and re-compliance with its admission and quotation requirements. Shareholders should not assume that approval of Resolution 1, or completion of enforcement, would enable trading in Findi shares to resume.

2.11 Benefits, alternatives and board assessment

Providing security supports the proposed funding for TSI's obligations and operations and may help preserve the business while the separate Potential TSI Share Sale is pursued. Against that benefit, a controlling stake in the main undertaking is likely to be exposed to an on-demand creditor and the restrictions described above.

Noting the terms are yet to be agreed, the proposed terms of the Loan Agreements as detailed in Schedule 1 were determined by Findi's board to be appropriate in the circumstances, noting that:

(a) neither TSI nor Findi had an alternative funding offer available; and

(b) TSI has near-term financial commitments that are otherwise unfunded; failure to meet these commitments could trigger a cross-default across all of TSI's lending facilities.

The Directors recommend that shareholders vote in favour of Resolution 1 for the reasons set out above.

2.12 Implementation and information

The proposed pledge will be implemented after the necessary approvals and consents are obtained and definitive documents are agreed.

The proposed implementation schedule is as set out below:

Step	**Date**
Dispatch of Notice	Tuesday, 24 November 2026
Meeting held	Wednesday, 23 December 2026
Regulatory Approval, including: • compliance with Rule 9(8) of the FEMA (Non-Debt Instruments) Rules, 2019 and applicable "Authorised Dealer Bank" requirements; • specific regulatory permission, where required, for creation and perfection of the proposed pledge; • prior written consent/waiver from Piramal Trusteeship Services Private Limited, acting as "Debenture Trustee", under the applicable debenture trust deed and non-disposal undertakings; • consent or release of existing pledgees in respect of encumbered shares; and • other lender consents and depository formalities, wherever applicable.	Timing to be confirmed.
Share Pledge Deed(s) agreed and executed	Following agreement of their terms and receipt of Findi shareholder approval and the required regulatory approvals and consents, subject to the execution timing required by the Potential Lenders.

**Note:* *dates are indicative only and subject to change.*

Definitions

ASX means ASX Limited or the Australian Securities Exchange, as context requires.

Board/Directors means Findi's board/directors.

Chair means chairperson of the Meeting.

Company / Findi means Findi Limited ACN 057 335 672.

Corporations Act means *Corporations Act 2001* (Cth).

DSP means DSP Financial Consultants Private Limited, a current financier of TSI.

Findi India means Findi India Ltd.

INR means Indian rupees.

Listing Rules means ASX Listing Rules.

Loan Amount means principal up to INR 1,000,000,000 (excluding interest and costs) to be advanced under the proposed Loan Agreements.

Loan Agreements means the proposed loan agreements to be entered into between TSI and one or more Potential Lenders, under which the aggregate principal amount advanced will not exceed the Loan Amount.

Meeting means EGM convened by this Notice.

Notice means this notice including the Explanatory Statement and Schedule 1.

Potential TSI Share Sale means the proposed sale by Findi of all of its equity shares in TSI.

Potential Lenders means one or more Indian banks, non-banking financial companies registered with the Reserve Bank of India, or other lenders legally eligible to receive the proposed pledge under applicable Indian law, including pursuant to any specific regulatory permission where required.

Proposed Pledge Shares means all Findi-held TSI equity shares unencumbered at execution of the relevant Loan Agreement or subsequently freed of existing encumbrances, including the initial 303,307,451 shares and related accretions, to the extent legally pledgeable. Up to Findi's existing 364,724,930 TSI shares and accretions may be covered as encumbrances are released.

Proxy Form means separate accompanying proxy form.

RBI means the Reserve Bank of India.

Resolution 1 means ordinary resolution in the agenda.

Share / Shareholder means fully paid ordinary Findi share / its holder.

Share Pledge Deed means each separate deed of pledge proposed to be agreed between the Potential Lenders as lender(s) and pledgee, Findi as pledgor and TSI as borrower and issuer of the pledged shares, on the proposed terms summarised in Schedule 1, and **Share Pledge Deeds** has a corresponding meaning.

TSI means Transaction Solutions International (India) Private Limited, CIN U72200DL2005PTC135086.

Schedule 1 Material loan and pledge terms

The terms below summarise the proposed terms of the Loan Agreements, draft Share Pledge Deed and its corresponding Power of Attorney. They remain subject to agreement and execution and do not establish that the pledge has already been created. The secured scope includes the INR 1,000,000,000 Loan Amount, plus interest.

Parties and facility	**Parties** • One or more **Potential Lenders** – lender/pledgee under the respective Loan Agreements and Share Pledge Deeds; • **TSI -** borrower under the Loan Agreements and proposed issuer party under the Share Pledge Deed; • **Findi -** confirming party under the Loan Agreements and proposed pledgor under the Share Pledge Deed. **INR 1,000,000,000** Loan Amount of up to INR 1,000,000,000 in aggregate principal is proposed on commercial terms to be agreed in written agreements between one or more Potential Lenders and TSI. The lender can be any Potential Lender legally eligible to provide the relevant financing and receive the contemplated security, subject to applicable approvals and agreement on definitive terms. The contemplated purposes are: • repayment or settlement of existing secured indebtedness; and • working capital and business revival requirements.
Interest	To be agreed but approximating 12% per annum. Interest is calculated on a simple interest basis on the outstanding principal, using the actual number of days elapsed and a 365-day year. Interest would be payable quarterly in arrears and on repayment/demand of the loan or as otherwise agreed.
Tenor and demand	To be agreed. Although the proposed loans are likely to have a term of one year from first disbursement, it is usual practice in India that lenders may demand repayment at any time without a default.
Collateral and obligations	Pledge of Proposed Pledge Shares, initially 303,307,451 and later released shares/accretions, potentially all 364,724,930 existing shares. The number of shares to be pledged, timing of pledge creation, security coverage and applicable release conditions shall be specified in the definitive Share Pledge Deeds. The total secured principal limit is INR 1,000,000,000. The Proposed Pledge Shares would also secure interest, as well as costs, indemnities and enforcement sums under the proposed Share Pledge Deed. The security is continuing until final settlement or earlier release under the Share Pledge Deed. An increase or replacement requires Findi's express written agreement and all required shareholder and regulatory approvals.

Creation and perfection	In addition to the Findi shareholder approval required under Resolution 1, the proposed granting of security in the Proposed Pledge Shares shall comply with Rule 9(8) of the FEMA (Non-Debt Instruments) Rules, 2019, including the eligibility of the proposed pledgees, and any requisite regulatory permission or "Authorised Dealer Bank" requirements, and any other mandatory consents applicable to its creation and perfection, including the applicable debenture trustee consent/waiver and existing pledgee release where relevant. It is anticipated that execution of the Share Pledge Deeds will occur within two business days of approvals being obtained.
Non-disposal and covenants	Under the proposed Share Pledge Deeds, Findi would undertake to retain ownership except on permitted enforcement, not sell, transfer or otherwise dispose of the pledged shares, preserve the security and its priority, provide requested information and notify the Potential Lenders of defaults, insolvency proceedings, claims affecting the collateral and material adverse circumstances. Findi and TSI would cooperate with lawful enforcement and execute the documents required to maintain and perfect the pledge.
Default	Events of default under the loan documents are to be agreed.
Voting, dividends and control	Under the proposed Share Pledge Deed, Findi would retain voting rights while the pledge continues, but could not exercise them in a manner prejudicial to the Potential Lenders' interests. Voting rights would become exercisable by the Potential Lenders upon an event of default under the relevant Loan Agreement and invocation of the pledge, subject to applicable law and required approvals. Upon an event of default, the Potential Lenders would be authorised, but not obliged, to collect income, interest, dividends and other monies, benefits and rights relating to the pledged shares and apply them towards the secured amounts. Accretions would also form part of the pledged collateral. Findi would execute one or more irrevocable powers of attorney in favour of the Potential Lenders in connection with the Share Pledge Deeds. Their proposed powers would include creating and recording the pledge, completing transfers to the Potential Lenders, their nominees or assignees, selling or otherwise realising shares, receiving proceeds and distributions, dealing with depositories and registrars, exercising voting rights and appointing substitutes. Enforcement powers would be exercisable on an event of default. Any exercise of voting rights or acquisition of ownership or control pursuant to invocation of the pledge shall remain subject to applicable Indian law and requisite prior regulatory approvals.
Enforcement and proceeds	On an event of default, the Potential Lenders may sell any pledged shares by public auction or private contract on terms they determine, after one business day's written notice to Findi. The proceeds of any sale must be applied toward payment of the outstanding funds secured by the Proposed Pledge Shares.
Release	The Potential Lenders must, at Findi's cost and on Findi's written demand, release the pledged shares and terminate the deed upon the earlier of: • final settlement of all amounts owing under the relevant Loan Agreement and Share Pledge Deed; and • the release date and conditions agreed for the Potential TSI Share Sale.

Assignment, law and dispute resolution	Any assignment or transfer of a Potential Lender's security rights must be accompanied by an assignment or transfer of the corresponding secured debt to a legally eligible person, comply with applicable law and required authorisations, and not enlarge the amount owing under the loan or diminish Findi's protections. No novation imposing additional obligations on Findi will be effective without its written consent. The proposed deed would be governed by Indian law. Disputes would be referred to a mutually appointed sole arbitrator, with statutory appointment if no agreement is reached within 30 days of an arbitration notice.

Proxy Voting Form

If you are attending the Meeting in person, please bring this with you for Securityholder registration.

Findi Limited | ABN 98 057 335 672

Your proxy voting instruction must be received by **1:00pm (AEDT) on Monday, 21 December 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS
The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 - APPOINT A PROXY
If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING
Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS
You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY
You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS
Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.
By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES
If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automicgroup.com.au.

Lodging your Proxy Voting Form:

Online
Use your computer or smartphone to appoint a proxy at https://portal.automic.com.au/investor/home or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBSITE:
https://automicgroup.com.au

PHONE:
1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the Extraordinary General Meeting of Findi Limited, to be held at **1:00pm (AEDT) on Wednesday, 23 December 2026 at Automic Group, Suite 5, Level 12, 530 Collins Street, Melbourne VIC 3000** hereby:

Appoint the Chair of the Meeting (Chair) to vote in accordance with the following directions (or if no directions have been given, and subject to the relevant laws, as the Chair sees fit) at this meeting and at any adjournment thereof.

Please note: If you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy. If the person so named is absent from the meeting, or if no person is named, the Chair will act on your behalf.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by marking the "for", "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1	Approval of pledge over TSI shares	☐	☐	☐

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution and your votes will not be counted in computing the required majority on a poll.

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) / /

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible).

AUTOMIC

FND