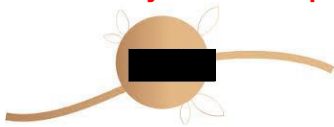


HIGHLY CONFIDENTIAL

This arrangement applies exclusively to the entities identified herein and should not be shared with any other third party.



To: AIITLABS PRIVATE LIMITED

Address: 91/A, Muzaffar Ahmed St,
Park Street, Kolkata – 700016, West Bengal

Re: Financing

19 August 2026

Dear Mr. Mustafa,

On behalf of our entire leadership team, I want to thank you for considering [REDACTED] CAPITAL PARTNERS LTD [REDACTED] or Purchaser) as a prospective investor and long-term partner for HEVA AI.

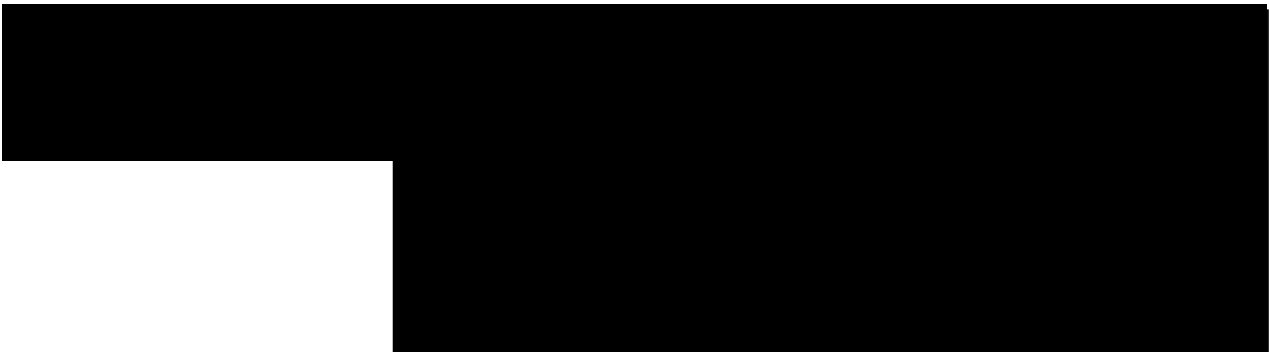
[REDACTED] has developed a preliminary investment thesis and an understanding of the business through conversations with management and a preliminary data review. Although we still need to conduct a detailed due diligence exercise prior to arriving at a binding commitment, we are true believers in HEVA AI mission. Furthermore, we believe we can contribute to the HEVA AI journey by providing a complimentary set of expertise through our investor network, our operational experience across various regions/ industries, and our network across the world.

Based on our preliminary review of the information provided and subject to the conditions set forth below, [REDACTED] CAPITAL PARTNERS LIMITED, registered in England and Wales [REDACTED], is pleased to submit this Indication of Interest (“IOI”) in respect to the investment of growth capital (the “TRANSACTION”) into HEVA AI Limited, collectively the “PARTIES”.

Should you accept the terms and conditions of this offer, please indicate your acceptance by providing your digital signature below.

1. Transaction Structure

[REDACTED] seeks to finance the COMPANY, subject to due diligence and binding agreements to be entered into by the PARTIES, as detailed in Section 3 and Section 4 herein, to the amount of \$ 500,000



3. Illustrative Timeline

Given the importance of timing for HEVA AI Limited in respect to this transaction we propose a high-level timeline as follows:

- September 15, 2026: Conclusion of Due Diligence Process
- September 30, 2026: Submission of Term Sheet
- [REDACTED] 2026: Closing

It should be noted that despite both PARTIES’ best efforts, there may be delays to the timeline mentioned above [REDACTED]
[REDACTED] To the extent that there are any risks of delay and/or non-completion, each PARTY will provide written notice to the other to confirm the delay to the timeline and/or termination of the arrangement.

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4. Due Diligence and Timetable

4.1 With the COMPANY’s full cooperation, we expect to complete our due diligence by September 15th, 2026.

4.2 In the event that [REDACTED] does not receive satisfactory documentation, or responses from HEVA AI Limited pertaining to the due diligence process, including, but not limited to, commercial, operational, accounting, and financial due diligence, as well as customary legal, tax, and regulatory information, in accordance with that detailed in Section 4.3 herein, [REDACTED] reserves the right to terminate this arrangement at no penalty.

4.3 The Due Diligence items, and the dates on which these items shall be submitted by HEVA AI Limited to [REDACTED], on a set of mutually agreed dates, which will align with the high-level timeline mentioned above. It may involve HEVA AI Management Team taking calls with several of [REDACTED] Senior Executives.

5. Governing Law

This IOI and the obligations of the Parties shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of law provisions and the Parties subject themselves to the jurisdiction of the courts of England and Wales.

6. Non-Binding

Except for Sections 5 through 9, this letter is not a binding obligation of the parties, and such a binding obligation will only arise upon the execution and delivery of a definitive Subscription Form.

7. Confidentiality

This letter, its contents and all related discussions and negotiations are confidential. Neither the Seller nor the Purchaser, nor any of the Seller’s or the Purchaser’s respective affiliates or representatives will make any public statement or press release with respect to the Transaction or the other transactions contemplated in this letter or otherwise disclose to any person or entity (other than its professional tax, legal or financial advisors) the existence, terms, content, or effect of this letter unless required by applicable law, rule or regulation.

The Parties acknowledge that the Purchaser may disclose the existence of this letter to its actual or potential investors.

8. Non-Circumvent

[REDACTED] has a very valuable and extensive network of global investors, which it may call upon to co-invest on this TRANSACTION [REDACTED]. HEVA AI and its advisors shall use reasonable endeavours to refrain from knowingly soliciting direct investment from any [REDACTED], without written consent from [REDACTED] Joao [REDACTED]

We look forward to the opportunity of working with HEVA AI and building a long-term relationship between our organizations.

Sincerely,

[REDACTED]
Chief Investment Officer

[REDACTED] Capital Partners Limited [REDACTED]

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Please countersign this IOI as an indication of your formal acceptance of its terms and conditions.

Company HEVA AI Inc.

Name Mohamed Fazal Mustafa

Designation Founder & CEO

Date

Signature

Company [REDACTED] Capital Partners

Name [REDACTED]

Designation Chief Investment Officer

Date 8/19/2026

Signature [REDACTED]