

**Prospectus Supplement**  
**(to prospectus dated August 12, 2025)**

**AERIES TECHNOLOGY, INC.**  
**10,566,347 Class A Ordinary Shares Issuable Upon Exercise of Exchange Rights**  
**21,027,801 Class A Ordinary Shares Issuable Upon Exercise of Warrants**  
**53,805,874 Class A Ordinary Shares**  
**9,527,810 Warrants to Purchase Class A Ordinary Shares**  
**Offered by the Selling Securityholders**

This prospectus supplement is being filed to update and supplement information contained in the prospectus dated August 12, 2025 (the “Prospectus”) related to: (A) (i) up to 10,566,347 Class A ordinary shares, par value \$0.0001 per share (“Class A ordinary shares”), of Aeries Technology, Inc., a Cayman Islands exempted company (the “Company”), upon exchange of shares of Aark Singapore Pte. Ltd. or Aeries Technology Group Business Accelerators Private Limited, pursuant to the exchange agreements dated November 6, 2023, and (ii) up to 21,027,801 Class A ordinary shares issuable upon the exercise of the (a) 11,499,991 redeemable warrants to purchase Class A ordinary shares that were issued by Worldwide Webb Acquisition Corp. as part of the units in its initial public offering (“IPO”), and (b) 9,527,810 redeemable warrants (the “Private Placement Warrants”) to purchase Class A ordinary shares originally issued to Worldwide Webb Acquisition Sponsor, LLC in a private placement that closed simultaneously with the consummation of the IPO; and (B) the resale from time to time by the Selling Securityholders (as defined in the Prospectus) of (i) an aggregate of up to 53,805,874 Class A ordinary shares, and (ii) up to 9,527,810 Private Placement Warrants, with the information contained in our Current Report on Form 8-K, filed with the Securities and Exchange Commission on March 20, 2026 (the “Current Report”). Accordingly, we have attached the Current Report to this prospectus supplement.

This prospectus supplement updates and supplements the information in the Prospectus and is not complete without, and may not be delivered or utilized except in combination with, the Prospectus, including any amendments or supplements thereto. This prospectus supplement should be read in conjunction with the Prospectus and if there is any inconsistency between the information in the Prospectus and this prospectus supplement, you should rely on the information in this prospectus supplement.

Our Class A ordinary shares and warrants are traded on the Nasdaq Capital Market under the symbols “AERT” and “AERTW,” respectively. On March 19, 2026, the closing price of our Class A ordinary shares was \$0.2876 per share and the closing price of our warrants was \$0.0173 per warrant.

Investing in our securities involves risks. See “Risk Factors” beginning on page 17 of the Prospectus and in any applicable prospectus supplement.

Neither the Securities and Exchange Commission nor any other regulatory body have approved or disapproved these securities, or passed upon the accuracy or adequacy of this prospectus supplement. Any representation to the contrary is a criminal offense.

**The date of this prospectus supplement is March 20, 2026.**

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): March 17, 2026

**Aeries Technology, Inc.**

(Exact name of registrant as specified in its charter)

**Cayman Islands**

(State or other jurisdiction  
of incorporation)

**001-40920**

(Commission  
File Number)

**98-1587626**

(IRS Employer  
Identification No.)

**60 Paya Lebar Road, #08-13  
Paya Lebar Square  
Singapore**

(Address of principal executive offices)

**409051**

(Zip Code)

Registrant's telephone number, including area code: (919) 228-6404

**Not applicable**

(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 (see General Instruction A.2):

- 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
Class A ordinary shares, par value \$0.0001 per share	AERT	Nasdaq Capital Market
Redeemable warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of \$11.50	AERTW	Nasdaq Capital Market

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 Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.**

Chief Financial Officer Transition

On March 17, 2026, Daniel S. Webb agreed to resign from his position as Chief Financial Officer and Chief Investment Officer of Aeries Technology, Inc. (the “Company”), effective March 30, 2026. The cessation of Mr. Webb’s service with the Company was the result of a mutual agreement between Mr. Webb and the Company and not due to any disagreement between the Company and Mr. Webb regarding the Company’s operations, policies, or practices.

On March 19, 2026, the Company, Aeries Technology Solutions, Inc. (“ATS” and, together with the Company, the “Employer”) and Mr. Webb entered into a Separation Agreement and Release (the “Separation Agreement”). Subject to specified conditions, including a general release of claims and his continued compliance with covenants and obligations set forth in the Separation Agreement, the Employer will provide Mr. Webb with severance payments set forth in the Separation Agreement, including: (i) twelve (12) months of Mr. Webb’s annual base salary as in effect on March 30, 2026 which amount shall be payable in equal installments (less applicable withholdings and deductions) over a period of twelve (12) months, commencing on the first regular payroll date occurring in June 2026; and (ii) a payment of \$265,000 (less applicable withholdings and deductions), payable in equal installments over a period of six (6) months starting with the first regularly scheduled payroll date in May 2026. Pursuant to the Separation Agreement, Mr. Webb irrevocably and unconditionally releases, waives, and relinquishes any and all rights, interests, claims, privileges, or entitlements in any equity, stock, stock options, restricted stock units, profit participation, or other ownership-related rights of the Company, whether vested or unvested, accrued prior to, on, or after the effective date of the Separation Agreement. Mr. Webb may revoke his acceptance of the terms of the Separation Agreement for a period of seven days following his execution of the Separation Agreement. None of the severance payments or benefits will be paid or implemented until the seven-day revocation period has expired.

The foregoing description of the Separation Agreement is not complete and is qualified in its entirety by the full text of the Separation Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

The Company’s Board of Directors has, effective as of March 31, 2026, appointed Bhisham (Ajay) Khare, the Company’s Chief Executive Officer and Director, to serve as the Company’s Principal Financial Officer (“PFO”).

Mr. Khare, age 48, has served as Chief Executive Officer and a director of the Company since February 2025 and Chief Revenue Officer and Chief Operating Officer of the Company since the consummation of the business combination in November 2023. Prior to consummation of the Company’s business combination, he served as Chief Revenue Officer and Chief Operating Officer for the Americas division of Aeries group since 2015. Mr. Khare is responsible for planning and executing the strategic direction and ongoing operations for the company.

Mr. Khare did not enter into any material plan, contract or arrangement with the Company in connection with his appointment as the Company’s PFO.

There are no family relationships between Mr. Khare and any of the Company’s current or former directors or executive officers. Mr. Khare is not a party to any transaction that would require disclosure under Item 404(a) of Regulation S-K promulgated under the Securities Act of 1933, as amended, that have not already been previously disclosed in the Company’s filings with the U.S. Securities and Exchange Commission.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Separation Agreement and Release, dated March 19, 2026, by and between Aeries Technology, Inc., Aeries Technology Solutions, Inc. and Daniel S. Webb</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

**Aeries Technology, Inc.**

Date: March 20, 2026

By: /s/ Bhisham (Ajay) Khare  
Bhisham (Ajay) Khare  
*Chief Executive Officer and Director*

## SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (this “*Agreement*”) by and between Aeries Technology Solutions, Inc. and Aeries Technology Inc. (hereinafter “*Employer*”), and Daniel Webb (hereinafter “*Employee*” and, together with the Employer, the “*Parties*”) is entered into as of the date appearing on the signature page hereof (the “*Signature Date*”).

## STATEMENT OF PURPOSE:

WHEREAS, On **November 6, 2023**, Employee began working for Employer in the position of Chief Investment Officer pursuant to the **November 6, 2023** Employment Agreement, (the “*Original Employment Agreement*”);

WHEREAS, the Original Employment Agreement was subsequently amended by the **June 12, 2024** Amendment No. 1 to Employment Agreement (the “*Amendment*”);

WHEREAS, the Parties entered into the **March 28, 2025** Employment Agreement (the “*Employment Agreement*”), thereby superseding the Original Employment Agreement and Amendment and establishing new terms governing Employee’s employment with Employer as its Chief Financial Officer and Chief Investment Officer;

WHEREAS, the Parties executed a **May 22, 2024** Restricted Share Unit Award Agreement which awarded certain Restricted Share Units to Employee already granted and vested as of the date of this Agreement;

WHEREAS, Employee has agreed to resign from employment with Employer, effective as of March 30, 2026 (the “*Separation Date*”), pursuant to a mutually agreed separation;

WHEREAS, Employee has agreed to fully and finally resolve any and all claims, issues, demands, causes of action and/or controversies Employee may have against Employer under the terms and conditions contained herein;

WHEREAS, the Parties intend this Agreement to supersede and replace all obligations of the Parties set forth in Section 4(d) of the Employment Agreement.

Therefore, in exchange for the agreed upon, good and valuable consideration contained herein, the Parties agree as follows:

**1. Termination of Employment.** Employee’s employment with Employer will end on March 30, 2026 (the “*Separation Date*”). Employee shall have no authority to act on behalf of Employer or to bind it in any way after the Separation Date. As of the Separation Date, Employee shall (i) cease serving as an officer of Employer and any of its affiliates, and (ii) cease serving as a fiduciary of any employee benefit plan of Employer or and of its affiliates.

**(a) Payment Through Separation Date.** Employer shall pay Employee compensation and benefits to which Employee is otherwise entitled as an employee of Employer, at Employee’s current rate and status, for all time worked through the Separation Date, whether or not Employee signs this Agreement.

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(b) Subject to the terms of this Agreement, Employee acknowledges and agrees that, after the Separation Date, Employee retains no rights to receive any additional compensation, payments, bonuses, or benefits from Employer.

(c) Nothing in this Agreement shall affect any vested benefits that Employee is entitled to receive under any other applicable employee benefit plan not otherwise covered in this Agreement. Vested benefits under applicable employee benefit plans remain governed by the terms of those plans. Pursuant to Employee's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), after the Separation Date, Employee will have the opportunity to elect to continue any group medical, dental, and vision coverage for Employee and any eligible dependents, if applicable.

**2. Severance Payments.** Provided that, no later than twenty-one (21) days of Employee's receipt of this Agreement, Employee delivers to Employer, and does not revoke, a fully executed copy of this Agreement and permits it to become effective in accordance with its terms, and provided that Employee complies with and performs all material terms of this Agreement and does not revoke this Agreement, Employer shall pay the Employee a severance payment of equal to twelve (12) months of the Employee's annual base salary as in effect on the Separation Date (the "**Base Salary**") which amount shall be payable in equal installments (less applicable withholdings and deductions) over a period of twelve (12) months following the Separation Date (the "**Severance Payment Period**"), and commencing on the first regular payroll date (the "**Initial Payment**") occurring in June 2026 (the "**Severance Delay Period**"); provided, that the Initial Payment shall include payment for any payroll periods which occur during the Severance Delay Period, and the remaining payments shall continue for the remainder of the Severance Payment Period with the same frequency as the Employee's Base Salary was paid prior to such termination. Employee expressly agrees and acknowledges that the payments or benefits provided by the Employer under this Section 2 are not otherwise due or owing to Employee under any agreement with Employer or any policy of Employer unless Employee timely signs, does not revoke, and complies with this Agreement. Employee acknowledges and agrees that other than as set forth in this Agreement, Employee retains no right to receive any additional compensation, commissions, payments, bonuses, benefits, attorney's fees, or other costs or sums from Employer, except for the Special Separation Payments described in Section 3. Employee agrees that the additional compensation to be paid under this Agreement is due solely from Employer and that Insperity PEO Services, L.P. ("**Insperity**") has no obligation to pay the additional compensation, even though its payment may be processed through Insperity.

**3. Special Separation Payments.** Provided that Employee delivers to Employer a fully executed copy of this Agreement on or before the twenty-first day after Employee receives this Agreement and provided that Employee complies with and performs all material terms of this Agreement and does not revoke this Agreement, Employer shall provide Employee with a payment of **\$265,000** (less applicable withholdings and deductions), payable in equal installments over a period of six (6) months to Employee starting with the first regularly scheduled payroll date in May2026. Employee expressly agrees and acknowledges that the payments or benefits provided by the Employer under this Section 3 are not otherwise due or owing to Employee under any agreement with Employer or any policy of Employer. Employee acknowledges and agrees that, other than as set forth in this Agreement, Employee retains no right to receive any additional compensation, commissions, payments, bonuses, benefits, attorney's fees, or other costs or sums from Employer except for the Severance Payments described in Section 2.

**4. Waiver of Equity Awards.** Employee acknowledges and agrees that Employee does not hold, and has no right, title, interest, claim or entitlement to or in, any equity-based or equity-linked compensation from the Company or its affiliates. Consequently, Employee hereby irrevocably and unconditionally releases, waives, and relinquishes any and all rights, interests, claims, privileges, or entitlements in any equity, stock, stock options, restricted stock units (RSUs), profit participation, or other ownership-related rights of Aeries Technology Inc, whether vested or unvested, accrued prior to, on, or after the Effective Date. This release applies to all equity awards, rights, or interests that have been granted, awarded, earned, or that could be claimed now or in the future under any equity plan, agreement, contract, or understanding between Employee and the Company or any of its affiliates. For avoidance of doubt, Employee will not receive the 452,185 RSUs (or any shares covered thereby) which were previously committed to him or any other equity award.

**5. Taxes and Withholdings.** Employee agrees that he shall be solely responsible for any Employee personal taxes that may be due and owing by him as a result of any payment of monies under this Agreement and agrees to indemnify and hold harmless Employer against any claim or assessment by any taxing authority for the payment of Employee personal taxes, fees or penalties resulting from any payment set forth in Sections 2 and/or 3 above and/or resulting tax withholdings applied or not applied to the same. Employee agrees and acknowledges that Employer and its counsel have not made any representations to Employee regarding the tax consequences of any payments or amounts received by him pursuant to this Agreement.

**6. Termination of Separation Payment.** The payments and benefits provided by Employer under Section 2 and/or 3 may be terminated, revoked, or reduced by Employer as follows:

(a) If Employee has not returned this Agreement signed by Employee within twenty-one (21) days after Employee receives a copy of it, or if Employee revokes the Agreement during the seven (7) days after signing it, then Employer shall not provide the payments and benefits under Section 3; or

(b) If Employee willfully or materially breaches Employee's obligations under this Agreement, Employer may immediately terminate all payments and benefits under Section 3 and shall be entitled to repayment of the gross amounts paid pursuant to Section 2 and 3, as liquidated and agreed damages, without limiting Employer's rights at law or equity.

**7. Comprehensive General Release and Waiver.**

(a) **Parties' Intent.** It is the intent of the Parties that the following comprehensive general release and waiver be construed to effectuate the broadest possible release and/or waiver of rights permitted under the laws of Utah, North Carolina, and the United States of America.

**(b) General Release of Liability by Employee.** Employee, on Employee's own behalf and on behalf of Employee's heirs, personal representatives, successors and assigns, hereby releases, waives, and forever discharges Employer, Insperity, and each of their respective current and former parent companies, subsidiaries, and other affiliates and each and every one of their respective present and former directors, officers, members, employees, agents, shareholders, insurers, predecessors, successors and assigns (the "**Released Parties**"), of and from, to the maximum extent legally permissible, any and all claims, demands, actions, causes of action, damages, costs and expenses which Employee now has or may have by reason of anything occurring, done or omitted to be done as of or prior to the Signature Date including, but not limited to, (i) any and all claims related to Employee's employment with Employer and the termination of same; (ii) any and all claims arising out of or related to the Employment Agreement; (iii) any and all claims for breach of any express or implied contract, whether written or oral, interference with contractual relations, wages or benefits owed or additional compensation or benefits other than the compensation and benefits set forth in this Agreement, including but not limited to wages, commissions, deferred compensation, bonuses, incentive compensation, options, equity, phantom equity, or other benefits of any kind; (iv) any and all claims relating to employment practices or policies of Employer or its affiliates; (v) any and all statutory and common law claims arising under any federal, state or local legislation or rules which may be waived by agreement, including, but not limited to, claims under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the Employee Retirement Income Security Act, the Equal Pay Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Worker Adjustment and Retraining Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Worker Benefit Protections Act, any act relating to military service, any and all Utah and North Carolina state law claims, including claims under the North Carolina Equal Employment Practices Act, the North Carolina Retaliatory Employment Discrimination Act, the North Carolina Persons with Disabilities Protection Act, the North Carolina Sickle Cell and Hemoglobin Trait Discrimination Act, the North Carolina Genetic Testing and Information Discrimination Act, the North Carolina Use of Lawful Products Discrimination Act, the North Carolina AIDS and HIV Status Discrimination Act, the North Carolina Jury Service Discrimination Act, the North Carolina Military Service Discrimination Act, the Utah Antidiscrimination Act, the Employment Relations and Collective Bargaining Act, the Utah Right to Work Act, the Utah Drug and Alcohol Testing Act, the Utah Minimum Wage Act, the Utah Protection of Activities in Private Vehicles Act, the Utah Employment Selection Procedures Act, the Utah Occupational Safety and Health Act, the Utah Internet Employment Privacy Act; and any other federal, state or local law or regulation prohibiting employment discrimination or retaliation based on any protected status or otherwise governing the employment relationship between Employee and Employer, and amendments to these statutes and laws; (vi) claims under the common law, including, but not limited to, negligence, gross negligence and any other tort claims, intentional infliction of emotional distress, wrongful discharge, defamation, assault, battery, invasion of privacy, and false imprisonment; (vii) claims for breach of covenants of fair dealing and good faith; civil conspiracy, duress, promissory or equitable estoppel, fraud, mistake, misrepresentation, violation of public policy, retaliation, personal injury, breach of fiduciary duty, bad faith, and any other wrongful conduct; and (viii) claims under any other federal, state or local laws, statutes, regulations, ordinances, or other similar provisions, except that notwithstanding anything contained in this Section 7, this release does not extend to and has no effect upon (a) any breach of this Agreement; (b) any claims that arise out of events occurring after the Signature Date; (c) claims that arise under any written non-employment-related contractual obligations between Employer or its affiliates and Employee which have not terminated as of the Separation Date by their express terms; (d) claims that arise under a policy or policies of insurance (including director or officer liability insurance) maintained by Employer or its affiliates on behalf of Employee; (e) claims that relate to any indemnification obligations to Employee under Employer's bylaws,

certificate of incorporation, North Carolina law, Utah law, or otherwise; (f) any vested benefits that Employee may have pursuant to the terms of any pension or retirement plan sponsored by Employer, subject to and in accordance with the terms of any applicable plan; (g) Employee's right to file a charge or complaint, or participate in an investigation, with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, or any other federal, state, or local governmental agency or commission (each a "**Government Agency**"), *provided*, however, this Agreement does waive Employee's right to receive any monetary damages associated with any such charge, complaint, investigation or other action; or (d) any claims which cannot by law be released. For the avoidance of doubt, nothing in this agreement waives Employee's entitlement to coverage under any Employer directors' and officers' insurance coverage that would otherwise apply to Employee.

**(c) Acknowledgement.** Employee understands that Employee is releasing potentially unknown claims, and that Employee may have limited knowledge with respect to some of the claims being released. Employee acknowledges that there is a risk that after signing this Agreement, Employee may learn information that might have affected Employee's decision to enter into this Agreement. Employee assumes this risk in entering into this Agreement. Employee represents and warrants that this release is fairly and knowingly made, that Employee has all necessary authority to enter into this Agreement, and that Employee has not transferred any interest in any claims to any other third party.

**(d) Non-Litigation Covenant.** Employee further agrees not to sue Employer or any of the Released Parties with regard to any claim released above. Employee understands that the provisions of this Agreement shall not be construed as preventing Employee from filing a charge with the Equal Employment Opportunity Commission or similar agency, only to the extent Employee is permitted to do so by law, notwithstanding any provisions of this Agreement to the contrary. Employee understands that the provisions of this Section 7 mean that Employee cannot bring a lawsuit or arbitration in any forum against the Released Parties for any reason for claims Employee may have as of the date of this Agreement.

**(e) Non-disposal.** Employee agrees not to sell, transfer, pledge or otherwise dispose of any Company securities for a period of six (6) months following the Separation Date, except with the Company's prior written consent.

**(f) Representations and Warranties.** Employee represents and warrants that, as of the Signature Date, to the employees' knowledge including knowledge obtained or reasonably expected to have been obtained in the course of performing his duties as an officer and employee of the Company, he is not aware of no legal or regulatory compliance or similar violations or illegal or improper conduct on the part of Employer or any of the Released Parties, or any instance of any of their respective failures to comply with any applicable federal or state laws and regulations other than what has been publicly disclosed such as Nasdaq noncompliance. Employee further represents and warrants that Employee has not made any claims or allegations to Employer related to sexual harassment, sex discrimination, or sexual assault, and that none of the payments set forth in this Agreement are related to sexual harassment, sex discrimination, or sexual assault. Employee further represents and warrants that, except as previously discussed (whether orally or in writing) with Employer's Board of Directors or internal or external Employer counsel, Employee is not aware of any matters for which Employee was responsible or which came to Employee's attention as an employee of Employer that might give rise to, evidence, or support any claim of illegal conduct, regulatory violation, unlawful discrimination, retaliation, or other cause of action against Employer.

**8. Return of Company Property and Protection of Confidential Information.**

(a) Employee affirms that Employee has returned to Employer all of Employer's documents, manuals, plans, work notes, or other business papers and all copies of same, whether paper or electronic, which are in Employee's possession, along with any and all Employer property, including but not limited to keys, badges, credit cards, fuel cards, computers, cell phones, and company vehicle.

(b) Employee acknowledges that Employee has been given access to certain highly-sensitive confidential and proprietary information related to and used in Employer's business that is not generally available to the public ("**Confidential Information**"). Confidential Information does not include any information that is generally available to the public other than as a result of disclosure by Employee in violation of this Agreement or disclosure that the Employee knows is by another party in violation of any other agreement with Employer.

(c) Employee hereby reaffirms Employee's confidentiality and non-disclosure obligations as set forth in the Restrictive Covenant Agreement. Employee further agrees that Employee shall not disclose Confidential Information to any person, firm, corporation, association or other entity not employed by or affiliated with Employer for any reason or purpose whatsoever and will not use Confidential Information. Employee shall promptly surrender to Employer upon the Separation Date all Confidential Information in Employee's possession or control, including all passwords used by Employee to access facilities, networks, or phone systems of Employer. Upon the Separation Date, Employee shall cease using any secure website or web portals, e-mail system, or phone system or voicemail system of Employer.

(d) It is acknowledged and agreed that any breach or threatened breach of the provisions of this Section 8 would cause irreparable injury to Employer and that money damages would not provide an adequate remedy to Employer. In the event of a breach or threatened breach by Employee of this Section 8, Employer shall be entitled to an injunction restraining Employee from disclosing Confidential Information, and, further, from accepting employment with or rendering services to any such third party to whom Confidential Information has been disclosed or is threatened to be disclosed by Employee in violation of this Section 8. Nothing contained in this Section 8 shall be construed as prohibiting Employer from pursuing any other equitable or legal remedies for any such breach or threatened breach, including recovery from Employee of any monetary damages that Employer may suffer by reason of any such breach or threatened breach.

(e) Notwithstanding the foregoing, this Section 8 does not prohibit Employee from responding truthfully (i) to any inquiry by any governmental or regulatory agency, (ii) if required by legal process, and then only to the extent required, and provided that Employee gives written notice to Employer prior to the date a response is due and cooperates if any of the Released Parties (as defined below) elects to contest such legal process or (iii) as otherwise required by law. Moreover, Employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

**9. Cooperation.** Employee shall cooperate with Employer and its counsel in connection with any past, current, or future investigation, administrative or regulatory proceeding, litigation or any other business matter relating to any matter in which Employee was involved or of which Employee has knowledge as a result of Employee's employment with Employer and/or any Released Parties. Employee specifically agrees to be available at reasonable times and places to assist Employer in the handling of any such business matter or in the defense of any lawsuits or actions asserting claims against Employer, including providing truthful and accurate information and/or testimony. Employee further agrees to cooperate with any reasonable request by Employer to provide information in connection with Employer's regulatory obligations related to or arising from Employee's employment with Employer. Employer shall reimburse reasonable expenses and compensate Employee at the hourly rate based on his annual base salary as on the Separation Date, if time commitments of over 4 hours per month is required.

**10. Confidentiality of this Agreement.** Employee acknowledges that the terms of this Agreement are confidential. Employee shall not at any time, directly or indirectly, discuss with or disclose to anyone (other than to members of Employee's immediate family, Employee's attorneys and tax advisors, prospective employers or as otherwise required by law or court order) the terms of this Agreement, including the amounts payable hereunder. Nothing in this Agreement or any other policy or agreement between the Employer and the Employee prohibits Employee from reporting possible violations of federal law or regulation to any Government Agency or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee does not need the prior authorization of Employer to make any such reports or disclosures, and Employee is not required to notify Employer that Employee has made such reports or disclosures. Nothing in this Agreement prohibits Employee from disclosing the underlying facts or circumstances giving rise to a claim of sexual harassment.

**11. Non-Disparagement.** Employee shall not, directly or indirectly, orally or in writing, disparage Employer, its subsidiaries, its portfolio companies, its operating units, its divisions, its affiliates and/or any of its services, employees (current and former), officers, directors, members, representatives, agents and/or attorneys in any way or interfere in any way with its relationships with its customers or employees. This Agreement, including the obligations in this Section 11, does not in any way restrict or impede Employee from exercising protected rights to the extent that such rights cannot be waived by agreement; complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized Government Agency; or responding accurately and fully to any request for information to the extent required by legal process or otherwise providing truthful testimony. Employer agrees to instruct its officers and directors not to disparage Employee in any manner likely to be harmful to Employee or Employee's personal or business reputations or relationships.

**12. Protected Activities.** Employee understands that the provisions of this Agreement shall not be construed as preventing Employee from filing a charge or complaint with a Government Agency about a potential violation of the law (including criminal conduct or unlawful employment practices), only to the extent Employee is permitted to do so by law, notwithstanding any provisions of this Agreement to the contrary. However, Employee expressly releases, waives, and disclaims any right to compensation or other benefit that may otherwise inure to Employee as a result of any such charge or administrative complaint. Nothing in this Agreement shall limit or be construed as limiting Employee's (i) exercise of any right under Section 7 of the National Labor Relations Act, (ii) ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Employer, or (iii) disclosure of the underlying facts of circumstances giving rise to a claim of sexual harassment or sexual assault.

**13. Specific Performance.** If a court of competent jurisdiction determines that Employee has breached or failed to perform any part of this Agreement or any obligations in the Employment Agreement which survive termination of employment, Employee agrees that Employer shall be entitled to seek injunctive relief to enforce this Agreement, to the extent permitted by applicable law. Employer will not be required to post bond or other security, and will not have the burden of proving actual damages.

**14. Benefit of Counsel.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by legal counsel of Employee's or its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or, has had it read to them and explained by counsel, that each understands and is fully aware of its contents and of its legal effect, and that each is knowingly and voluntarily entering into this Agreement.

**15. Compliance with Section 409A.** This Agreement is intended to comply with Section 409A of Internal Revenue Code of 1986, as amended ("Section 409A"), to the extent applicable. Notwithstanding any provision herein to the contrary, this Agreement shall be interpreted, operated and administered consistent with this intent. Each separate installment under this Agreement, if any, shall be treated as a separate payment for purposes of determining whether such payment is subject to or exempt from compliance with the requirements of Section 409A. In addition, in the event that Employee is a "specified employee" within the meaning of Section 409A (as determined in accordance with the methodology established by Employer as in effect on the date of termination of Employee's employment hereunder), any payment or benefits hereunder that are nonqualified deferred compensation subject to the requirements of Section 409A shall be provided to Employee no earlier than six (6) months after the date of Employee's "separation from service" within the meaning of Section 409A.

**16. Applicable Law.** This Agreement will be governed and interpreted by the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction.

**17. Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Release shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Except as provided in Section 16, all disputes arising out of or relating to this Agreement shall be resolved in the state or federal courts in Mecklenburg County, North Carolina. The Parties hereby consent to the jurisdiction and venue of such courts and irrevocably waive the necessity of personal service of process and consent to service of process by First Class mail (return receipt requested), UPS next day delivery or a comparable delivery service. Notwithstanding the foregoing, Employer will be entitled to an injunction by any court of competent jurisdiction enjoining and restraining Employee from any employment, service, or other act prohibited by this Agreement.

**18. Jurisdiction; Waiver of Jury Trial.**

(a) In the event that the Parties are unable to resolve any controversy or claim arising out of or in connection with this Release or breach thereof, any Party may refer the dispute to binding arbitration, which, except as expressly provided hereafter, will be the exclusive venue for resolving such claims. Such arbitration will be administered by the American Arbitration Association (the "AAA") and governed by North Carolina law. The arbitration will be conducted by a single arbitrator selected by the Parties according to the rules of the AAA. In the event that the Parties fail to agree on the selection of the arbitrator within 30 days after either Party's request for arbitration, the arbitrator will be chosen by the AAA. The arbitration proceeding will commence on a mutually agreeable date within ninety (90) days after the request for arbitration. The venue for arbitration will be agreed on by the Parties or, in the absence of any agreement, will be in a venue located in Mecklenburg County, North Carolina.

(b) The arbitrator will have no power or authority to make awards or orders granting relief that would not be available to a Party in a court of law. The arbitrator's award is limited by and must comply with this Release and applicable federal, state and local laws. The decision of the arbitrator will be final and binding on the Parties.

(c) Notwithstanding the foregoing, no claim or controversy for injunctive or equitable relief contemplated by or allowed under applicable law pursuant to Section 16 of this Release will be subject to arbitration under this Section 18, but will instead be subject to determination as provided in Section 18.

(d) AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS RELEASE (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS RELEASE OR THE MATTERS CONTEMPLATED HEREBY.

(e) The Parties may seek to enforce an arbitral award issued pursuant to this Section 18 in any court of competent jurisdiction.

**19. Binding Effect.** This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns. This Agreement will be binding upon and inure to the benefit of Employee and Employee's heirs, executors and administrators. Employee may not assign any of Employee's rights or obligations under this Agreement without the written consent of Employer.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and supersedes all other agreements or understandings (whether written or oral and whether express or implied) that may exist between the Parties; *provided* that the Employment Agreement is preserved, including but not limited to the restrictive covenants contained in Section 5 thereof.

**21. Amendments and Waivers.** No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by Employer and Employee. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving Party.

**22. Severability.** Each provision of this Agreement is severable from every other provision of this Agreement. Any determination by a court of competent jurisdiction that a provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other provision hereof. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**23. No Admission of Liability.** The Parties agree that this Agreement will not be deemed or construed as an admission by any Party of liability or responsibility for any purpose or the validity or invalidity of any claim, counterclaim, demand, or cause of action.

**24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Facsimile or PDF reproductions of original signatures shall be deemed binding for the purpose of the execution of this Agreement.

**25. Notices.** Any notice, requests, demands and other communications to be given to a Party in connection with this Agreement shall be in writing addressed to such Party at such Party's "Notice Address," which shall initially be as set forth below:

If to Employer:           Ajay Khare  
                                  Chief Executive Officer  
                                  Aeries Technology Solutions, Inc.  
                                  5000 CentreGreen Way, Suite 500  
                                  Cary, NC 27513

If to Employee:           Daniel Webb  
                                  \*\*\*\*  
                                  \*\*\*\*  
                                  \*\*\*\*

A Party's Notice Address may be changed or supplemented from time to time by such Party by notice thereof to the other Party as herein provided. Any such notice shall be deemed effectively given to and received by a Party on the first to occur of (a) the date on which such notice is actually delivered (whether by mail, courier, hand delivery, electronic or facsimile transmission or otherwise) to such Party's Notice Address and addressed to such Party, if such delivery occurs on a business day, or if such delivery occurs on a day which is not a business day, then on the next business day after the date of such delivery, or (b) the date on which such notice is actually received by such Party (or, in the case of a Party that is not an individual, actually received by the individual designated in the Notice Address of such Party). For purposes of the preceding sentence, a "business day" is any day other than a Saturday, Sunday or U.S. federal public legal holiday.

**26. Provisions Relating to ADEA Release.** Employee is informed that he may have specific rights and/or claims under the Age Discrimination in Employment Act ("**ADEA**"). Employee is aware, understands and hereby agrees that:

(a) Employee is voluntarily entering into and signing this Agreement;

(b) The claims voluntarily waived, released and discharged in the above Section 7 of this Agreement include any and all claims Employee has or may have arising out of or related to Employee's employment with the Employer and the termination of that employment, including any and all claims under the ADEA;

(c) Those claims waived, released and discharged in Section 6 do not include, and Employee is not waiving, releasing or discharging, any claims that may arise after the Signature Date;

(d) The payment provided or to be provided to the Employee, pursuant to the provisions of Section 3 above, constitute consideration that Employee was not entitled to receive before the Effective Date;

(e) Employee was given twenty-one (21) days within which to consider this Agreement;

(f) The Employer hereby advises Employee of Employee's right to consult with an attorney regarding this Agreement before executing the Agreement and encourages Employee to exercise that right;

(g) Employee may revoke this Agreement at any time within seven (7) days after the Signature Date, and this document will not become effective or enforceable until the eighth (8th) day after the Signature Date (the "**Effective Date**") (on which day this Agreement will automatically become effective and enforceable unless previously revoked within that seven (7) day period); and

(h) EMPLOYEE HAS CAREFULLY READ THIS DOCUMENT, AND FULLY UNDERSTANDS EACH AND EVERY TERM.

**27. D&O Insurance and Indemnification.** Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall impair, limit, waive, release, or otherwise adversely affect Employee's rights to indemnification, advancement of expenses, or coverage under any directors' and officers' liability insurance policy, tail policy, or similar insurance maintained by the Company or any of its affiliates, whether in effect as of the Separation Date or thereafter, with respect to acts, omissions, events, or circumstances occurring during Employee's employment or service as an officer, director, or fiduciary of the Company or any of its affiliates. The Company agrees that Employee shall remain covered under any such policy to the same extent as other former officers and directors, and the Company shall not take any action that would adversely affect Employee's rights to such coverage with respect to periods prior to the Separation Date. The Company shall maintain directors' and officers' liability insurance coverage, including any applicable runoff or tail coverage, providing coverage to Employee on terms no less favorable than those provided to similarly situated former officers and directors.

*[Signature Page Follows]*

**Aeries Technology Solutions, Inc.**

**Daniel Webb**

By: /s/ Bhisham (Ajay) Khare  
Name: Bhisham (Ajay) Khare  
Title: Chief Executive Officer  
Date: 19 March 2026

/s/ Daniel Webb  
Date: 19 March 2026