भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 22 SEP 2025 AW 638440

M/s. Kwick Forensic Solutions Ltd

R.LAKSHMANAN
STAMP VENDOR
L.C.No: 6/772/B3/96
No:261, E.V.R. ROAD
AMINJIKARAI, CHENNAI-29

OFFER AGREEMENT

Dated 22-09-2025

FOR INITIAL PUBLIC OFFER
OF
KWICK FORENSIC SOLUTIONS LIMITED
AMONGST
KWICK FORENSIC SOLUTIONS LIMITED
(Issuer Company)
AND
MR. SHAMMER SARALAL SHAH
(Selling Shareholder)
AND
MRS. SEJAL SHAMMER SHAH
(Selling Shareholder)
AND
MR. TULSIDAS HINDUJA ASHOK KUMAR
(Selling Shareholder)
AND
CORPORATE CAPITALVENTURES PRIVATE LIMITED
(Book Running Lead Manager)

COMMISSIONER OF OATHS
P.RAMESH, M.A.,B.L.,
CITY OF CHENNAI
SERIAL No.18
ROC No.121411
Date: 04.12.2024
GOVT OF TAMILNADU, INDIA

Corporate CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Shammer S Shah

Managing Director

Shammer S Shah

Sejal S Shah

OFFER AGREEMENT

Dated 22-09-2025

FOR INITIAL PUBLIC OFFER
OF
KWICK FORENSIC SOLUTIONS LIMITED
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For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate CapitalVentures Pvt. Ltd.

OFFER AGREEMENT

THIS **OFFER AGREEMENT** (hereinafter referred to as the "**Agreement**") is made at Chennai, dated **22.09.2025** by and amongst:

Kwick Forensic Solutions Limited (CIN: U72200TN2005PLC055566), a company originally incorporated on 04 March 2005 under the name Kwick Soft Solutions Private Limited pursuant to the provisions of the Companies Act, 1956, and subsequently converted into a public company under the name Kwick Forensic Solutions Limited under the provisions of the Companies Act 2013, having its registered office at New No. 12, Old No. 11, East Park Road, Shenoy Nagar, Chennai, Tamil Nadu, India – 600030 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

Corporate CapitalVentures Private Limited (CIN-U74140DL2009PTC194657), a Company incorporated under the Companies Act, 1956 having its registered office at Unit No. 223, Second Floor, Udyod Sheel Mahila Sehkari Samiti Limited (U. S. Complex) 120, Mathura Road, Opp. Apollo Hospital, Sarita Vihar, New Delhi-110076 (hereinafter referred to as **"The Merchant Banker" or "CCv" or "Book Running Lead Manager" or "BRLM")** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representative, successors and permitted assigns; of the **SECOND PART.**

AND

Mr. Shammer Saralal Shah, having PAN: AAHPS0595F, son of Saralal Shah, aged about 60 years, residing at Khushal Gardens, A Block, Flat No. 1002, 10th Floor, 448/745, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu – 600010 (hereinafter referred to as the "Selling Shareholder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, successors and permitted assigns), of the **THIRD PART;**

AND

Mrs. Sejal Shammer Shah, having PAN: AAGPS1850E, wife of Shammer Saralal Shah, aged about 55 years, residing at Khushal Gardens, A Block, Flat No. 1002, 10th Floor, 448/745, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu – 600010 (hereinafter referred to as the "Selling Shareholder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include her heirs, legal representatives, successors and permitted assigns), of the **FOURTH PART;**

AND

Mr. Tulsidas Hinduja Ashok Kumar, having PAN: AAFPH5143N, son of Tulsidas, aged about 59 years, residing at A-1, Katha Crest, 1st Floor, New No. 3 & Old No. 2, 7th Cross Street, Shenoy Nagar, Chennai, Tamil Nadu – 600030 (hereinafter referred to as the "Selling Shareholder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, successors and permitted assigns), of the **FIFTH PART.**

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

P. RAMESH, M.A., B.L.,
ADVOCATE - COMMISSIONER OF OATHS
S.No.18, R.O.C. No.121411/F2
HIGH COURT, CHENNAI-600 104.
Cell : 99405 28906

Corporate CapitalVentures

COMMISSIONER OF OATHS
P.RAMESH, M.A., B.L.
CITY OF CHENNAI
SERIAL No.18
ROC No.121411
Dated 04.12.2021
GOVT. OF TAMIL NADU, INDIA

(i) **Corporate CapitalVentures Private Limited** referred to as the **"the Lead Manager to the Offer" or "BRLM" or "LM"** and **"Underwriter"**

(ii) **The Third Part, Fourth Part and Fifth Part are Selling Shareholder**, and hereinafter referred to as the **"Selling Shareholders"**.

(iii) The BRLM, the Selling Shareholders and the Company, are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**"

WHEREAS:

1. The Company and the Selling Shareholders propose to undertake an initial public offering of up to 56,80,000 equity shares of face value of Rs. 10 each of the Company (the "**Equity Shares**"), comprising of a fresh issue of up to 46,00,000 Equity Shares by the Company,(the "**Fresh Issue**") and an offer for sale of upto 10,80,000 Equity Shares by the Selling Shareholders (the "**Offer for Sale**"), referred as the "**Issue**", unless the context so requires) to be offered to the public through the book building method (the "**Book Building Process**"), in accordance with the Companies Act, 2013, as amended, (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time (the "**SEBI ICDR Regulations**") and such other applicable laws at such price as may be determined or discovered based on the Book Building Process and as agreed to by the Company in consultation with Corporate CapitalVentures Private Limited (referred to as the "**Book Running Lead Manager**" or "**BRLM**") (the "**Issue Price**") and the Selling Shareholders. The Issue will be made (i) within India to Indian institutional, non-institutional and retail investors in reliance on Regulation S under the United States Securities Act of 1933 ("**U.S. Securities Act**"), ("**Regulation S**"), and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law and the Applicable Laws of the jurisdictions where such offers and sales occur. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Selling Shareholders and the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (the "**Board of Directors**"), pursuant to a resolution dated September 02, 2025 and the shareholders of the Company, pursuant to a resolution dated September 07, 2025, have approved and authorised the Offer. The Board of Directors pursuant to resolution dated September 02, 2025 have taken on record the participation of the Selling Shareholder in the Offer for Sale.

3. The Issue including the Fresh issue has been authorized by the Board of Directors vide a resolution passed at its meeting held on September 02, 2025 and by the Special Resolution passed under Section 62(1)(c) of the Companies Act, 2013 at the EGM of our shareholders held on September 07, 2025.

4. The Selling Shareholders has consented to participate in the Offer pursuant to its consent and certificate dated July 18, 2024 and its Board has taken on record the approval for the Offer for Sale by the Selling Shareholders pursuant to its resolutions dated September 02, 2025.

5. The Board of Directors of the Company, pursuant to the Board Resolution dated 16th September 2025, has approved the final determination of the Selling Shareholders and their respective shareholding proposed to be offered for sale under the Offer for Sale. Accordingly, the Selling Shareholders shall comprise of:

   i. Mr. Shammer Sarala Shah, offering 2,16,000 (Two Lakh Sixteen Thousand) equity shares;

For KWICK FORENSIC SOLUTIONS LIMITED

Shammer S Shah

Managing Director

Shammer S Shah

Corporate CapitalVentures Pvt. Ltd.

ii. Mrs. Sejal Shammer Shah, offering 6,48,000 (Six Lakh Forty-Eight Thousand) equity shares; and
iii. Mr. Tulsidas Hinduja Ashok Kumar, offering 2,16,000 (Two Lakh Sixteen Thousand) equity shares.

6. Pursuant to the SEBI ICDR Regulations, the Book Running Lead Manager are required to enter into this Agreement with the Company and the Selling Shareholders to record certain terms and conditions with respect to the Offer.

7. The agreed fees and expenses payable to the BRLM for managing the Issue are set forth in the Engagement Letter.

8. Pursuant to the SEBI (ICDR Regulations), the BRLM are required to enter into this agreement with the Issuer Company.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 All terms used in this Agreement but not specifically defined herein shall have the same meaning as prescribed to such terms under the Draft Red Herring Prospectus (the "DRHP") to be filed by the Issuer Company with BSE Limited and the Red Herring Prospectus (the "RHP") to be filed by the Issuer Company with the Registrar of Companies, Chennai ("ROC") and the Stock Exchange, as applicable.

1.2 In addition to the defined terms contained elsewhere in the Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"Affiliates" with respect to any person means any persons that directly or indirectly, through one or more intermediaries, control or are controlled by or are under common control with, the specified person.

"Allotment" shall mean the issue and allotment of Issue Shares pursuant to the public issue of 56,80,000 (Fifty Six Lakhs Eighty Thousand) Equity Shares.

"Agreement" shall mean this agreement or any other agreement as specifically mentioned.

"Application" shall mean an indication to make an offer during the Application Period by a prospective investor to subscribe to the Offer shares at the Issue Price, including all revisions and modifications thereto.

"Application Amount" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Offer.

"Application Form" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Offer shares and which will be considered as the application for Allotment of the Offer Shares in terms of the Draft Red Herring Prospectus and/or the Red Herring Prospectus.

"Applicant" shall mean any prospective purchaser who has made an application in accordance with the Draft Red Herring Prospectus and/or the Red Herring Prospectus.

For KWICK FORENSIC SOLUTIONS LIMITED
Shammer S Shah
Managing Director

Shammer S Shah

Sejal S Shah

Corporate Capital Ventures Pvt. Ltd.

"Application" shall mean the form in terms of which the applicant shall make an offer to subscribe to the Offered shares and which will be considered as the application for Allotment of the Offered Shares in terms of the Draft Red Herring Prospectus and/or the Red Herring Prospectus.

"Application / Issue Closing Date" shall mean any such date on completion of the application hours after which the collection Bankers will not accept any Applications for the Issue.

"Application / Issue Opening Date" shall mean any such date on which the Collection Bankers shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English National Newspaper and a Hindi National Newspaper and a Regional Newspaper.

"Application Period" shall mean the period between the Application Opening Date and the Application Closing Date (Inclusive of both dates) and during which prospective Applicants can submit their Applications.

"BRLM" shall have the meaning given to such term in the preamble to this Agreement and "BRLM" shall mean the Book Running Lead Manager to the issue, or Corporate CapitalVentures Private Limited.

"Closing / Allotment Date" shall mean the date of allotment of the Offered Shares by the Company, in accordance with the prospectus, which date will not be later as prescribed under the applicable laws after application opening date, unless otherwise mutually agreed in writing between the BRLM and the Issuer Company.

"Companies Act" shall mean the Indian Companies Act, 1956 and/or the Companies Act, 2013, as amended from time to time.

"Controlling", "Controlled by" or "Control" shall have the same meaning prescribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011, or as amended.

"Controlling Person(s)" with respect to specified person, shall mean any other person who controls such specified person.

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus of the Company which is filed with BSE Limited in accordance with Section 26 read with Section 32 and Section 62(1)(c) of the Companies Act, 2013 for getting In-principle approval.

"Escrow Accounts" shall mean the Escrow Accounts as and when opened by the Issuer Company with a designated Escrow Collection Bank in order to collect the subscription monies procured from this offer of shares.

"Indemnified Party" shall have the meaning given to such term in this Agreement.

"Indemnifying Party" shall have the meaning given to such term in this Agreement.

*"Issued Shares" means the Issuer Company proposes to issue 56,80,000 (Fifty Six Lakhs and Eighty Thousand) Equity Shares of face value of Rs. 10 each fully paid up ("**Equity Shares**") for cash at a price of Rs. [●] aggregating upto Rs. [●] Lakh in accordance with the Chapter IX SEBI (ICDR) Regulations 2018.*

"Issue Price" shall mean Rs. [●]/-per share.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate CapitalVentures Pvt. Ltd.

"Material Adverse Effect" shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management Operations or prospects of the Company and its subsidiaries, taken as a whole.

"Non-Institutional Applicants" shall mean all applicants other than QIBs or Retail Applicants and who have applied for Equity shares for an amount more than Rs.2,00,000/-.

"BSE Limited or BSE" shall mean Bombay Stock Exchange, a recognized stock exchange having nationwide terminals.

"BSE SME" shall mean the separate platform on the BSE, for listing companies in terms of Chapter IX of the SEBI (ICDR) Regulations.

"Offer Document" shall mean and include the Draft Red Herring Prospectus, and the Red Herring prospectus as and when approved by the Board of Directors of Issuer Company and filed with BSE.

'Party' or 'Parties` shall have the meaning given to such terms in the preamble to this Agreement.

"Pricing Date" means the date on which the Company, in consultation with the Book Running Lead Manager, finalizes the Issue Price;

"Red Herring Prospectus" shall mean the Red Herring Prospectus of the Company which will be filed with BSE/ SEBI/ROC and others in accordance with Section 26 read with Section 32 of the Companies Act 2013 after getting in-principle approval but before opening the issue.

"Qualified Institutional Buyers" or "QIBs" shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

"Retail Applicants" shall mean individual applicants (includes HUFs and NRIs) who have applied for equity shares for an amount not more than Rs.2,00,000/- in any of the application options in the Offer.

"SEBI" shall mean the Securities and Exchange Board of India.

"Selling Shareholder" means has the meaning ascribed to it in the Preamble of this Agreement;

"Stock Exchange" shall mean National stock Exchange of India Limited.

1.3 In this Agreement, unless the context otherwise requires:

a) word denoting the singular shall include the plural and vice versa;
b) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
d) References to the word "include" or "including" shall be construed without limitation;
e) references to this Issue Agreement or to any other agreement, deed or instrument be construed as a reference to this Issue Agreement or to such other agreement or instrument as the same may from time to time be amended, varied, supplemented or noted;

For KWICK FORENSIC SOLUTIONS LIMITED

Shamm S. Shah Shamm S. Shah [illegible]

Managing Director

Corporate CapitalVentures Pvt. Ltd.

f) Reference to any party to this Agreement or to any other Agreement, deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and in other case include its successors or permitted assigns;
g) References to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended consolidated, modified, extended, re-enacted or replaced;
h) references to a Section, Paragraph or Annexure, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Issue Agreement; and
i) Capitalized terms used in this agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Prospectus and the Prospectus.

1.4 The parties acknowledge and agree that the schedules attached hereto form an integral part of this Agreement.

1. Corporate CapitalVentures Private Limited would be acting as the Book Running Lead Manager.

2. In case of any change in Draft Red Herring Prospectus/ Red Herring Prospectus, by way of addition to and deletion from the issue, may be affected with prior written approval of the BRLM.

3. The Issuer and Selling Shareholders hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended from time to time and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the issue.

   Consent of the shareholders has been obtained vide Special Resolution pursuant to the provision of section 62 (1) (c) of the Companies Act, 2013 passed in the Extra Ordinary General Meeting held on dated 07th September, 2025.

4. The Issuer and Selling Shareholders undertakes and declares that any information made available to the Book Running Lead Manager/ Intermediaries/ and other advisors or consultant to the issue or any statement made in the Draft Red Herring Prospectus/ Red Herring Prospectus shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.

5. The Issuer Company and Selling Shareholders further agrees that any reports, certificates, opinions, extracts, or other information sourced from third parties, including but not limited to the Statutory Auditor, Peer Reviewed Auditor, Legal Advisors, Registrar and Transfer Agent, or any other intermediaries or fiduciaries, and included in the Offer Documents, shall be duly verified and vetted by the Issuer Company. The Issuer Company shall take full responsibility for the inclusion and usage of such information in the Offer Documents.

6. The Issuer Company and Selling Shareholders shall take full and complete responsibility for the truthfulness, accuracy, and completeness of all information and disclosures contained in the Offer Documents. If any statement or information contained therein is found to be false, misleading, or incomplete, the Issuer Company agrees to fully indemnify and hold harmless the Book Running Lead Manager(s) (BRLMs), including their directors, officers, employees, agents, and

For KWICK FORENSIC SOLUTIONS LIMITED

Shammer S Shah

Managing Director

Corporate CapitalVentures Pvt. Ltd.

representatives (collectively, the "Indemnified Parties"), at all times from and against any and all direct and indirect claims, damages, liabilities, losses, penalties, expenses (including legal fees), or other consequences arising out of or in connection with the Offer Documents.

7. The Issuer and Selling Shareholders shall, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable them to visit the office of the Issuer or such other places to ascertain for themselves the state of affairs of the Issuer status and other facts relevant to the issue.

8. The Issuer and Selling Shareholders shall extend all necessary facilities to the Book Running Lead Manager to interact on any matter relevant to the issue with the Solicitors / Legal Advisor, Auditors, Consultants, Advisors to the issue, Financial Institutions, Banks or any other Organization and any other intermediary or fiduciaries associated with the issue in any capacity whatsoever.

9. The Issuer and Selling Shareholders shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the issue confirm to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended from time to time and the instructions given by the Book Running Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate, product and issue advertisements of the Issuer, interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the issue or their associates or at any press, brokers' or investors' conferences.

10. The Issuer and Selling Shareholders shall not, without the prior consent of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, or any other instruments, circulars, or advices.

11. The Issuer and Selling Shareholders shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement with the intermediaries associated with the issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.

12. The Issuer and Selling Shareholders shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment to the applicants including non–resident Indians soon after the basis of allotment is approved by Designated Stock Exchange/s but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the offer document.

For KWICK FORENSIC SOLUTIONS LIMITED

Shamon S. Shah Shamon S. Shah

Managing Director

Corporate CapitalVentures Pvt. Ltd.

13. The Issuer and Selling Shareholders shall take steps to pay the Underwriting Commission and Brokerage to the underwriters, stock brokers, etc. within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.

14. The Issuer and Selling Shareholders undertakes to furnish such information and particulars regarding the issue as may be required by the Merchant Banker to enable them to file a report with the Stock Exchange/ SEBI/ any other regulatory authorities in respect of the issue.

15. The Issuer and Selling Shareholders shall keep the Book Running Lead Manager informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, share certificates or debenture certificates, demat credit, etc.

16. The issuer and Selling Shareholders shall keep the BRLM informed about the marketing strategy for the IPO and should not resort to any illegal/illicit practices.

    a. The Issuer shall not resort to any Legal Proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Book Running Lead Manager.

17. The Issuer and Seling Shareholders Company shall, in consultation with the BRLM, file the DRHP/the RHP with BSE, the Prospectus with SEBI and ROC and determine the Bid/Issue Opening date.

18. The Issuer Company and Selling Shareholders shall refund the monies raised in the Issue to the applicants if required to do so for any reason such as tailing to get listing permission or under any direction or order of the SEBI/ BSE / ROC. The Issuer Company shall pay requisite Interest amount if so, required under the laws or direction of order of the SEBI /BSE.

19. The Issuer Company and Selling Shareholders shall provide all such information / documents to the Book Running Lead Manager as required by the Book Running Lead Manager for the purpose of any disclosures that the BSE/ SEBI / ROC may require after the filing of the Draft Red Herring Prospectus / the Red Herring Prospectus.

20. The terms of this Agreement for services by Book Running Lead Manager for the Issue in the capacity of Book Running Lead Manager, are based upon the prevailing legal environment in India by way of prescribed rules and regulations by regulatory bodies such as the Ministry of Finance, Ministry of Corporate Affairs, Registrar of Companies, SEBI, Stock Exchanges and other governing authorities. Any change or alteration by the respective bodies in the prevailing laws and regulations in future times. That may render the accomplishment of the Issue unsuccessful for the reasons beyond Book Running Lead Manager and the Issuer Company's control shall not be counted as Book Running Lead Managers failure. In case of such an event, Book Running Lead Manager shall not be liable or legally bound to any proceedings or actions for refund of fees received by them till such date.

For KWICK FORENSIC SOLUTIONS LIMITED

Shamu S. Shah   Shamu S. Shah

Managing Director

Corporate Capital Ventures Pvt. Ltd.

21. Time Frame: The assignment is expected to be completed in the shortest possible time. However, it is to be distinctly understood that the pace of the progress of the issue would depend on the time taken for statutory clearances and the flow of information from the Issuer Company / Promoters and Top Management.

22. Management Fee for acting as the Book Running Lead Manager to the Initial Public Issue of Equity Shares would be as per the engagement letter.

23. The Book Running Lead Manager shall be entitled to withhold amount to the extent of fee, commission, marketing fee etc. payable to various intermediaries related to the Issue, standing in Public Issue Account, before the issue proceeds from Public Issue Account are transferred to the Issuer Company. A certain amount as BRLM may deem fit shall be kept in the Public Issue Account till the NOC from all the intermediaries is not received by the company or the BRLM.

24. Drop Dead Fee: During the tenure of the Issue assignment, in case of an unlikely event of either of the parties deciding to withdraw or rescind the above Agreement, they would be at a liberty to do so as per mutual consent and understanding. However, fee received or ought to be received up to the date of withdrawal or rescission shall not be liable to be refunded.

25. In case the Stock Exchange or Securities and Exchange Board of India, does not approve the proposed Issue or even after its approval (observations issued), the Issue could not be opened due to market scenario or is delayed for any reason whatsoever on the directions of SEBI, BSE or any other regulatory authority, the Book Running Lead Manager shall not be responsible for such an eventuality and shall not be subjected to any financial or non-financial liability (including any interest liability on account of delayed listing) of any kind or nature. The Book Running Lead Manager shall have the liberty to withdraw from the Issue after intimating to the Issuer Company in writing with or without specifying any reason, a counter consent by the issuer shall not be required for such withdrawal.

26. The Issuer and Selling Shareholders shall not access the moneys raised in the issue till finalization of the Basis of Allotment or completion of issue formalities.

27. The Issuer and Selling Shareholders shall refund/unblock the moneys raised in the issue to the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Issuer shall pay requisite interest amount if so, required under the laws or direction or order of the Board.

28. The Issuer Company and Selling Shareholders shall not access the monies raised in the issue till finalization of Basis of Allotment and completion of the Listing formalities, in accordance with the applicable regulations.

29. The BRLM shall have the right:

- To call for complete details from the promoter about themselves and of all Company/ firm/ Business entities in which the issuer company and their promoters/ directors are connected/interested in any way.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate Capital Ventures Pvt. Ltd.

- To call for any details related to General/ Management/ finance/ Business/ Litigation/ Taxation/ details from the Issuer Company.

- Inform the SEBI/BSE/ROC or any other regulator about any wrong doing or illicit practice of Issuer Company/ Management.

- To ask for the marketing strategy and Issue Promotion plan.

- To call for any reports, documents, papers, information etc. necessary from the Issuer company to enable it to certify that the statement made in the issue are true and correct.

- To withhold submission of DRHP/ RHP/ Prospectus with BSE/ROC, in case any of the particulars, information etc. called for are not made available by the issuer company.

- To withdraw from the issue as and when BRLM deems fit without any confirmation being sought from the Issuer Company after giving reasonable notice.

- To terminate the issue as and when BRLM deems fit with or without specifying any reason.

30. The Issuer Company and Selling Shareholders hereby irrevocably and unconditionally indemnify and agree to keep the Book Running Lead Manager, its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, tosses, claims, actions, liabilities, proceedings, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Issuer Company of any of the Clause above in whatever manner, the Book Running Lead Manager shall be absolved automatically of its respective responsibility under this Agreement whatsoever the nature. Such responsibility arising out of the breach of this Agreement by the Issuer Company shall be solely that of the Issuer Company and /or its Key Managerial Personnel and not of the Book Running Lead Manager to the Issue (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Issuer Company would stand forfeited. Further, without prejudice to the Book Running Lead Manager's right to claim any outstanding costs, charges and any losses, claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above-mentioned stipulations, the Issuer Company shall reimburse all costs and expenses incurred as informed by the Book Running Lead Manager and also indicated herein, in full and without further recourse.

31. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Book Running Lead Manager, towards the Issuer Company and anyone claiming by or through the Issuer Company, for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the Book Running Lead Manager till such data under this Agreement.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Corporate Capital Ventures Pvt. Ltd.

32. The Issuer Company and Selling Shareholders shall, in mutual consultation, agree and abide by the advice of the Book Running Lead Manager to suitably defer / postpone the Issue in the event of any happenings which in the opinion of the Book Running Lead Manager would tend to paralyze or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

33. The Book Running Lead Manager shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e., if the Book Running Lead Manager find non-compliances of SEBI (ICDR) Regulations, as amended and any other major violations of all applicable Laws by the Issuer and related entities.

34. If any dispute, difference or claim arises between the Parties (the 'Disputing Parties') hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. The Parties shall cooperate in good faith and with mutual consent appoint a sole arbitrator to decide the dispute. In the event the Parties are unable to appoint a sole arbitrator to decide the dispute, the Issuer Company shall appoint one arbitrator and the Book Running Lead Manager shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. In the event that the Issuer Company or the Book Running Lead Manager fail to appoint an arbitrator or the arbitrators so appointed fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The award under the Arbitration and conciliation Act shall be final and shall be binding on the parties from the vary said date of award. The arbitration shall take place in New Delhi, India.

35. Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration. Subject to the provisions of agreement, any dispute arising out of terms of the Agreement will be subject to the jurisdiction of appropriate court(s) in New Delhi only.

36. The Issuer Company and Selling Shareholders shall not withhold any material development which may affect the financial position of the Issuer Company and this Issue adversely in any manner whatsoever or any adverse feature / development materially affecting the proposed Issue which takes place any time before or after the Draft Red Herring Prospectus/ the Red Herring Prospectus has been filed with SEBI / Registrar of Companies / BSE, and/or up to the date of Bid/Issue Opening, and /or up to the date of Bid/Issue Closing, and/or up to the date of allotment of securities comprised in this Issue and/or Refund of monies to applicants, and / or postage of certificates to the allottees, and/or listing of the securities on BSE.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

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37. In case of any major non-disclosure/withholding of the financial information and/or financial arrangements other than disclosed in the Draft Red Herring Prospectus /the Red Herring Prospectus and/or any other material development affecting the operations of the Issuer Company, post filing the Issue document with BSE, SEBI and ROC and during the period before opening of the Issue till listing and trading of the Equity Shares at the of BSE by the Issuer Company, the Book Running Lead Manager shall have the liberty to withdraw from the issue without any confirmation from the Company and without any financial or any other liability of what so ever in nature or type, as the case may be.

38. The Issuer Company and Selling Shareholders undertakes to disclose to the Public any material development or any financial arrangement which may be undertaken by the Issuer Company, post filing of the Draft Red Herring Prospectus / the Red Herring Prospectus with BSE, SEBI and ROC and during the period before opening of the Issue till listing and trading of the Shares at the BSE by the Issuer Company, in accordance with the provisions of the Companies Act, 1956 and Companies Act 2013 (to the extent notified) and the SEBI(ICDR) Regulations as amended.

39. Other than (i) the listing fees, stamp duty payable on issue of Equity Shares pursuant to Fresh Issue and audit fees of statutory auditors (to the extent not attributable to the Offer), which shall be solely borne by our Company; and (ii) all costs, fees and expenses with respect to the Offer (including all applicable taxes except securities transaction tax, which shall be solely borne by the Selling Shareholder), shall be shared by our Company and the Selling Shareholder, on a pro rata basis, in proportion to the number of Equity Shares issued and Allotted by our Company through the Fresh Issue and sold by the Selling Shareholder through the Offer for Sale. All the expenses relating to the Offer shall be paid by our Company in the first instance and upon commencement of listing and trading of the Equity Shares on the Stock Exchanges pursuant to the Offer, Selling Shareholder agrees that it shall, severally and not jointly, reimburse our Company for any expenses in relation to the Offer paid by our Company on behalf of the Selling Shareholder and the Selling Shareholder authorizes our Company to deduct from the proceeds of the Offer for Sale from the Offer, expenses of the Offer required to be borne by Selling Shareholder in proportion to the Offered Shares, in accordance with Applicable Law. For avoidance of doubt, In the event that the Offer is postponed or withdrawn or abandoned for any reason or in the event the Offer is not successfully completed, all expenses in relation to the Offer including the fees of the Book Running Lead Manager and legal counsel and their respective reimbursement for expenses which may have accrued up to the date of such postponement, withdrawal, abandonment or failure as set out in their respective engagement letters, shall be borne by the company and the Selling Shareholder severally and jointly.

40. All taxes payable on payments to be made to the Book Running Lead Manager and the payment of STT payable by it in respect of its Offered Shares in relation to the Offer for sale shall be made in the manner specified in this agreement or any other agreement entered into by the Company or the Selling Shareholder in connection with the Offer, except if any such Selling Shareholder is entitled to rely on a tax exemption provided under Applicable Law in this respect.

41. in Indian Rupees. The Company and the Selling Shareholder shall reimburse the Book Running Lead Manager for any goods and service tax, educational cess or any similar taxes imposed by any Governmental Authority (collectively, the "Taxes") that may be applicable to their respective fees, commissions and expenses mentioned in this agreement. All payments made under this Agreement are subject to deduction on account of any withholding taxes under the Income Tax Act, 1961, applicable with respect to the fees and expenses payable. The Company and/or the Selling Shareholder, shall pursuant to any deduction of tax, furnish to Book Running Lead

For KWICK FORENSIC SOLUTIONS LIMITED

Shamrao S. Shah Shamrao S. Shah Ajit S. Shah

Managing Director

Corporate Capital Ventures Pvt. Ltd.

Manager an original tax deducted at source ("TDS") certificate in respect of any withholding tax after 15 days of filing of relevant quarterly TDS return. Where the Company and/or the Selling Shareholder does not provide such proof or withholding TDS certificate, the Company and/or the Selling Shareholder, as applicable, shall be required to reimburse / pay additional amounts to the Book Running Lead Manager so that the persons entitled to such payments will receive the amount that such persons would otherwise have received but for such deduction or withholding after allowing for any tax credit or other benefit each such person receives by reason of such deduction or withholding. The Company and/or Selling Shareholder hereby agrees that the Book Running Lead Manager shall not be liable in any manner whatsoever to the Company and/or any of the Selling Shareholder for any failure or delay in the payment of the whole or any part of any amount due as TDS in relation to the Offer, except as may be agreed under the Cash Escrow and Sponsor Bank Agreement. For the sake of clarity, the Book Running Lead Manager shall be responsible only for onward depositing of securities transaction tax to the respective Governmental Authority at prescribed rates under Applicable Law and no stamp, transfer, issuance, documentary, registration, or other taxes or duties and no capital gains, income, withholding or other taxes are payable by the Book Running Lead Manager in connection with (i) the sale and delivery of the Offered Shares to or for the respective accounts of the Book Running Lead Manager, or (ii) the execution and enforcement of this Agreement.

42. The Selling Shareholder acknowledges and agrees that payment of STT in relation to the Offer is its obligation, and any deposit of such tax by the Book Running Lead Manager (directly from the Public Offer Account after transfer of funds from the Anchor Escrow Account and the ASBA Accounts to the Public Offer Account and upon receipt of final listing and trading approvals from the Stock Exchanges, in the manner to be set out in the Offer Documents as well as in an escrow agreement to be entered into for this purpose) is only a procedural requirement as per applicable taxation laws and that the Book Running Lead Manager shall not derive any economic benefits from the transaction relating to the payment of securities transaction tax. Accordingly, the Selling Shareholder agrees and undertakes that in the event of any future proceeding or litigation by the Indian revenue authorities against any of the Book Running Lead Manager relating to payment of STT in relation to the Offer, it shall furnish all necessary reports, documents, papers or information as may be required or requested by the Book Running Lead Manager to provide submission, in any litigation or arbitration proceeding and/or investigation by any Governmental Authority and defray any costs and expenses that may be incurred by the Book Running Lead Manager in this regard. Such STT shall be deducted based on opinion(s) issued by an independent chartered accountant(s) (with valid peer review) appointed by the Company, and provided to the Book Running Lead Manager and the Book Running Lead Manager shall have no liability towards determination of the quantum of STT to be paid. The Selling Shareholder hereby agrees that the Book Running Lead Manager shall not be liable in any manner whatsoever to the Selling Shareholder for any failure or delay in the payment of the whole or any part of any amount due as STT in relation to the Offer, except as may be agreed under the Cash Escrow and Sponsor Bank Agreement.

43. The Issuer Company and Selling Shareholders shall not utilize the proceeds of the proposed IPO for any purpose other than as expressly stated in the Offer Documents. Any deviation from the stated use of funds shall be undertaken only in strict compliance with applicable laws, regulations, and regulatory approvals, if any.

44. The Issuer Company and Selling Shareholders confirms that all internal committees constituted for the purposes of compliance, governance, or IPO-related matters shall operate independently and at arm's length, ensuring adherence to applicable corporate governance norms and regulatory requirements.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

COMMISSIONER OF OATHS
GOVT OF TAMIL NADU, INDIA
P. RAMESH, M.A., B.L.,
CITY OF CHENNAI
SERIAL No. 18
ROC No. 121411
Dated 04.12.2024

Corporate Capital Ventures Pvt. Ltd.

45. The Issuer Company and Selling Shareholders undertake to disclose all material information with regard to any Draft Red Herring Prospectus/ the Red Herring Prospectus filed with the BSE/ SEBI during the period of five years prior to the signing of this Agreement.

46. Confidentiality: All information provided by the Issuer Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Draft Red Herring Prospectus/ the Red Herring Prospectus to confirm to SEBI Regulations.

IN WITNESS WHEREOF the parties hereto have set their hands hereunto on the day and year herein above written.

For and on behalf of **KWICK FORENSIC SOLUTIONS LIMITED**	Shammer S Shah **Mr. Shammer Saralal Shah** **Managing Director** **DIN-01929867**
Selling Shareholder	Shammer S Shah **(Mr. Shammer Saralal Shah)** **PAN No. AAHPS0595F**
Selling Shareholder	Sejal S Shah **(Mrs. Sejal Shammer Shah)** **PAN No. AAGPS1850E**
Selling Shareholder	**(Mr. Tulsidas Hinduja Ashok Kumar)** **PAN No.: AAFPH5143N**
For and on behalf of **Corporate CapitalVentures Private Limited** **(Book Running Lead Manager)**	**Signature and Stamp** Harpreet Parashar Corporate CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Shammer S Shah

Managing Director

Shammer S Shah

Sejal S Shah

COMMISSIONER OF OATHS
P.RAMESH, M.A.,B.L.,
CITY OF CHENNAI
SERIAL No.18
ROC No.121411
Dated.04.12.2024
GOVT OF TAMIL NADU, INDIA

Corporate CapitalVentures Pvt. Ltd.

	Mrs. Harpreet Parashar **Whole Time Director** **DIN: 03584659**

Witness:

Sr. No	Name	Complete Address	Signature
1,	S. RADHA	No:49, Bajanai Koil street, Aladu village, Ponneri-601204	S. Radha
2	T. RAMA PRIYA	No.259, Nammaiya Mestri street, New washermenpet, Chennai 60008.	T. Priya

Harpreet Parashar

Corporate Capital Ventures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

COMMISSIONER OF OATHS ★ GOVT OF TAMIL NADU, INDIA ★
P.RAMESH, M.A.B.L.
CITY OF CHENNAI
SERIAL No.18
ROC No.121411
Dated 04.12.2024

23/09/25

P.RAMESH, M.A.,B.L.,
ADVOCATE - COMMISSIONER OF OATHS
S.No.18, R.O.C. No.121411/F2
HIGH COURT, CHENNAI-600 104.
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