भारतीय गैर न्यायिक
भारत INDIA
रु. 500
FIVE HUNDRED RUPEES
पाँच सौ रुपये
सत्यमेव जयते
Rs. 500
INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 16.6.2026 AX 046568

M/s. Kwick Forensic Solutions Limited

K. MAHALAKSHMI

Market Making Agreement

For Initial Public Issue of

Kwick Forensic Solutions Limited
Dated June 16, 2026

Amongst

Kwick Forensic Solutions Limited
(Issuer Company)
AND
Mr. Shammer Saralal Shah
(Promoter Selling Shareholder)
AND
Mrs. Sejal Shammer Shah
(Promoter Selling Shareholder)
AND
Mr. Tulsidas Hinduja Ashok Kumar
(Promoter Selling Shareholder)
AND
Corporate CapitalVentures Private Limited
(Lead Manager)
AND
R. K. Stockholding Pvt. Ltd
(Market Maker)

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock Holding Pvt. Ltd

Authorised Signatory

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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16 6 2026

KWICK FORENSIC SOLUTIONS LIMITED

FG 285036

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(Promoter Selling Shareholder)
AND
Corporate CapitalVentures Private Limited
(Lead Manager)
AND
R. K. Stockholding Pvt. Ltd
(Market Maker)

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

This **Market Maker Agreement** is made and entered into at Chennai, on this June 16, 2026 between:

1. **KWICK FORENSIC SOLUTIONS LIMITED (CIN-U72200TN2005PLC055566)**, a Company incorporated under the provisions of Companies Act, 1956, 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"** or **"Issuer Company"**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors, permitted assigns and nominees of the **FIRST PART**;

AND

2. **MR. SHAMMER SARALAL SHAH,** S/o Late. Saralal Manilal Shah, age of 60 Years Residing at 448/745, Khushal Gardens, A Block, 1002, 10th Floor, Poonamallee High Road, Kilpauk, Chennai. Tamil Nadu- 600010, (hereinafter referred as "**Promoter Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **SECOND PART**;

AND

3. **MRS. SEJAL SHAMMER SHAH** w/o Shammer S Shah, age of 55 years Residing at 448/745, Khushal Gardens, A Block, 1002, 10th Floor, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu- 600010 (hereinafter referred as "**Promoter Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **THIRD PART**;

AND

4. **MR. TULSIDAS HINDUJA ASHOK KUMAR** S/o Late. Tulsidas Gidumal Hinduja, age of 64 Years Residing at 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 as "**Promoter Selling Shareholder**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal heir/family member, successors and permitted assigns; of the **FOURTH PART**;

AND

5. **CORPORATE CAPITALVENTURES PRIVATE LIMITED (CIN -U74140DL2009PTC194657),** company incorporated under the Companies Act, 1956 and having its registered office at Unit 223, 2nd Floor, Udyog Sheel Mahila Sehkari Samiti Complex (U.S Complex), 120, Mathura Road, Opposite Apollo Hospital, Sarita Vihar, South Delhi, New Delhi, Delhi, India, 110076 (hereinafter refer to as **"CCV"** or **"Lead Manager"** and **"Underwriter"**) which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIFTH PART ;**

AND

6. **R. K. STOCKHOLDING PVT. LTD (CIN- U65993DL1995PTC413220)**, company incorporated under the Companies Act, 1956 and having its registered office at A-7, Block B-1, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as "**R. K. Stockholding**" or "**Market Maker**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

In this market making agreement Issuer Company, Promoter Selling Shareholders, Lead Manager and Market Maker are hereinafter collectively referred to as the "Parties" and individually as a "Party"

WHEREAS:

a) The Issuer Company propose to make public offer of upto 56,41,600 (Fifty-Six Lakh Forty One Thousand Six Hundred Only) Equity Shares Comprising of a Fresh Issue of 45,61,600 Equity Shares and an offer for sale of up to 10,80,000 Equity Shares in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended, (as defined herein) and other applicable Indian securities laws.

b) Few of the Equity Shares of the offer is reserved for subscription by Market Maker ("Market Maker Reservation Portion") i.e. 2,83,200. The Public issue offer less the Market Maker Reservation Portion i.e. issue of 53,58,400 (Fifty-Three Lakh Fifty-Eight Thousand Four Hundred Only) Equity Shares of face value of INR 10/- (Rupees Ten Only) each at an Issue price of INR [•]/-per equity share aggregating to INR [•] Lakhs is hereinafter referred to as the "Net Offer". The Issue and the Net Issue constituted 26.32% and 25.00% respectively of the post issue paid up equity share capital of the Company.

c) The Company, the promoter selling shareholders and the Lead Manager has approached R. K. Stockholding Pvt. Ltd to act as market maker in the scrip of the Company. In accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, as amended and as specified in Regulation 261 of the said Regulations and ensure compulsory market making in the scrip of the company on the SME platform of BSE Limited i.e., BSE SME for the compulsory market making period i.e., 3 years from the date of listing of Equity Shares. Consequently, on execution of this market making agreement, R. K. Stockholding Pvt. Ltd will be the sole Market Maker.

d) R. K. Stockholding Pvt. Ltd is a Registered Stock Broker / Trading Member of BSE (M. No. 3052) having SEBI Registration No. INZ000211932 and has also been registered as a Market Maker with the BSE SME.

e) The Market Maker fee and incidental expenses will be borne by the Company and the selling shareholders in respect of fee payment to the market maker and other terms & conditions in pursuance of this agreement.

f) The Company and the selling shareholder have understood the preliminary arrangements in place and agreed to such appointment and these parties have now therefore agreed to enter into this agreement for the relevant matter.

NOW, THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 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 (a) 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 offer of upto 56,41,600 (Fifty-Six Lakh Forty One Thousand Six Hundred Only) Equity Shares comprising of a fresh issue of 45,61,600 Equity Shares and an offer for sale of up to 10, 80,000 Equity Shares.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock Holding Pvt. Ltd

Authorized Signatory

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

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

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

"Compulsory Market making Period" shall mean the Market Making period starting from the listing of shares till a minimum period of three years as prescribed by Regulations 261 of the SEBI (ICDR) Regulations.

"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 in accordance with Section 32 of the Companies Act.

"Red Herring Prospectus'' shall mean the Red Herring Prospectus of the Company which will be filed with BSE/SEBI/ROC and other in accordance with Section 32 of the Companies Act after getting in-principal listing approval but before opening the issue.

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

"Issue Price" means INR [•] per Equity Shares.

"Issue/ Offering" shall mean public offer of upto 56, 41, 600 (Fifty-Six Lakh Forty One Thousand Six Hundred Only) Equity Shares (the **"Issue Shares" or "Offer Share"**) by way of a fresh issue of 45, 61,600 Equity Shares and an offer for sale of up to 10, 80,000 Equity Shares of face value of INR 10/- each (Rupees Ten Only) for cash at a price of Rs. [•]/- per Equity Share ("Issue Price") aggregating to Rs. [•]/- ("the Issue") of the Issuer Company in accordance with the Chapter IX SEBI (ICDR)Regulations 2018, (as defined herein).

"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.

"Net Issue" the fresh issues and offer for sale of Equity Shares, shares to be offered in this Public Issue comprise a Net Issue to the Public of 53,58,400 (Rupees Fifty-Three Lakh Fifty-Eight Thousand Four Hundred Only) equity shares of INR10/- each at Issue Price of INR[•] each, aggregating to INR [•].

"Non-Institutional Applicants" shall mean all Bidders that are not QIBs or Individual Investors and who have Bid for Equity Shares for more than two lots (but not including NRIs other than Eligible NRIs).

"BSE" shall mean the BSE Limited, a stock exchange recognized by SEBI in terms of Securities Contracts (Regulation) Act, 1956.

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

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

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

"Red Herring Prospectus" shall mean the Red Herring Prospectus of the Company which will be filed with BSE/SEBI/ROC and other in accordance with Section 32 of the Companies Act after getting in-principal listing 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.

"Individual investors" shall mean Individual investors (including HUFs, in the name of Karta and Eligible NRIs) who applies for 2 lots with minimum application size of above Rs 2 lakhs.

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

"SEBI (ICDR) Regulations 2018" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offering.

"Stock Exchange" shall mean the BSE.

"Underwriters" shall mean Corporate Capital Ventures Private Limited with **100%** underwriting of the issue and R. K. Stockholding Pvt. Ltd with **NIL** underwriting.

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 typeface 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 Market Making Agreement or to any other agreement, deed or instrument be construed as a reference to this Market Making Agreement or to such other agreement or instrument as the same may from time to time be amended, varied, supplemented or noted;

f) A reference to an article, section, paragraph or schedule of this Agreement is unless indicated to the contrary, reference to an article, section, paragraph or schedule of this Agreement;

g) 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;

h) Reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

i) Capitalized terms used in this agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.

Capital Ventures Pvt. Ltd.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

2. MARKET MAKING

On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Market Maker hereby agrees to ensure market making in the shares of Kwick Forensic Solutions Limited in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

2.1 The Market Maker shall be required to provide a 2-way quote for at least 75% of the time in a day. The same shall be monitored by the stock exchange. Further, the Market Maker shall inform the exchange in advance for each and every black out period when the quotes are not being offered by the Market Maker.

2.2 The Price quoted by the Market maker shall be in compliance with the Market Maker spread requirements and other particulars as specified or as per the requirements of the SME Platform of BSE and SEBI from time to time.

2.3 In terms of SEBI Circular No. CIR/MRD/DSA/31/2012 dated November 27, 2012 the Market Maker shall be exempt from providing buy quote on attaining the prescribed threshold limits (including the mandatory allotment of 5% of Equity Shares of the Offer). Further, the Market Maker can offer buy quotes only after the Market Maker complies with prescribed re-entry threshold limits. Only those Equity Shares which have been acquired by the Market Maker on the SME platform of BSE during market making process shall be counted towards the Market Maker's threshold. The Market Maker shall be required to provide two-way quotes during the first three months of the market making irrespective of the level of holding.

2.4 The minimum depth of the quote shall be Rs. 1,00,000/-. However, the investor with holdings of value less than Rs. 1,00,000/- shall be allowed to offer their holding to the Market Maker in that scrip provided that he sells his entire holding in that scrip in one lot along with a declaration to that effect to the selling broker.

2.5 There shall be no exemption/threshold on downside. However, in the event the Market Maker exhausts its inventory through market making process, the concerned Stock Exchange may intimate the same to SEBI after due verification.

2.6 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the SME Platform of BSE and the same may be changed by the SME Platform of BSE from time to time.

2.7 Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by them.

2.8 The shares of the Company will be traded in continuous trading session from the time and day the Company gets listed on SME Platform of BSE and market maker will remain present as per the guidelines mentioned under BSE and SEBI circulars.

2.9 The Market Maker shall start providing quotes from the day of the listing/ the day when designated as the Market Maker for the respective scrip and shall be subject to the guidelines laid down for market making by the SME Exchange.

2.10 There will be special circumstances under which the Market Maker may be allowed to withdraw temporarily/ fully from the market –for instance due to system problems, any other problems. All controllable reasons require prior approval from the Exchange, while *force-majeure* will be applicable for non-controllable reasons. The decision of the Exchange for deciding controllable and non- controllable reasons would be final.

2.11 Market Maker shall not buy the Equity Shares from the Promoters or Persons belonging to promoter group of Kwick Forensic Solutions Limited or any person who has acquired shares from such promoter or person belonging to promoter group, during the compulsory market making period.

CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

Authorised Signatory

2.12 The Promoters' holding of Kwick Forensic Solutions Limited shall not be eligible for offering to the Market Maker during the Compulsory Market Making Period. However, the promoters' holding of Kwick Forensic Solutions Limited which is not locked-in as per the SEBI (ICDR) Regulations, as amended, can be traded with prior permission of the SME Platform of BSE, and in the manner specified by SEBI from time to time.

2.13 The Lead Manager, if required, has the right to appoint to be represented on the Board of the Company any time during the compulsory market making period provided it meets the requirements as per the clause 261 (8) of SEBI (ICDR) Regulations, 2018.

2.14 The Market Maker shall not be responsible to maintain the price of the Equity Shares of the Company at any particular level and is purely supposed to facilitate liquidity on the counter of Kwick Forensic Solutions Limited via its 2-way quotes. The price of the equity Shares shall be determined and be subject to market forces.

2.15 **Risk containment measures and monitoring for Market Maker**: SME Platform of BSE will have all margins which are applicable on the BSE Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. BSE can impose any other margins as deemed necessary from time-to-time.

2.16 **Punitive Action in case of default by Market Maker**(s): SME Platform of BSE will monitor the obligations on a real time basis and punitive action will be initiated for any exceptions and/ or non-compliances. Penalties/ fines may be imposed by the Exchange on the Market Maker, in case he is not able to provide the desired liquidity in a particular security as per the specified guidelines. These penalties/ fines will be set by the Exchange from time to time. The Exchange will impose a penalty on the Market Maker in case it is not present in the market (offering two-way quotes) for at least 75% of the time. The natures of the penalty will be monetary as well as suspension in market making activities/ trading membership.

The Department of Surveillance and Supervision of the Exchange would decide and publish the penalties / fines/ suspension for any type of misconduct/ manipulation/ other irregularities by the Market Maker from time to time.

2.17 Pursuant to SEBI Circular number CIR/MRD/DSA/31/2012 dated November 27, 2012, limits on the upper side for market maker(s) during market making process has been made applicable, based on the issue size and as follows:

Offer Size	Buy quote exemption threshold (Including mandatory initial inventory of 5% of the Issues Size)	Re- Entry threshold for buy quote (Including mandatory initial inventory of 5% of the Issue Size)
Up to Rs.20 Crore	25%	24%
Rs.20to Rs.50 Crore	20%	19%
Rs.50to Rs.80 Crore	15%	14%
AboveRs.80 Crore	12%	11%

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER

3.1 In addition to any representation of the Market Maker under the Market Making Agreement or the Registration Documents filed with the SME Platform of BSE, the Market Maker hereby represents and warrants that:

a. It has taken all necessary actions to authorize the signing and delivery of this agreement:

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

b. The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Market Maker.

c. It will comply with all of its respective obligations set forth in this Agreement.

d. It shall ensure compliance with the applicable laws and rules laid down by the SEBI and SME Platform of BSE with respect to Market Making in general and Market Making in the shares of Pin specific.

e. It shall follow fair trade price practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchange and other related associations from time to time.

The Market Maker acknowledges that it is under a duty to notify the Lead Manager and the SME Platform of BSE immediately in case it becomes aware of any breach of a representation or warranty.

4. REPRESENTATIONS AND WARRANTIES BY THE LEAD MANAGER

4.1. In addition to any representations of the Lead Manager under the Due Diligence Certificate and underwriting agreement the Lead Manager hereby represents and warrants that:

a. It has taken all necessary actions to authorize the signing and delivery of this agreement;

b. The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Lead Manager.

c. It will comply with all of its respective obligations set forth in this Agreement.

d. It shall ensure compliance with the applicable laws and rules laid down by the SEBI and SME Platform of BSE with respect to the role of the Lead Manager in the Market Making process in general and Market Making in the shares of Kwick Forensic Solutions Limited in specific.

e. It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.

4.2. The Lead Manager acknowledges that it is under a duty to notify the Market Maker and the SME Platform of BSE immediately in case it becomes aware of any breach of a representation or warranty.

4.3. Notwithstanding the above, the Lead manager shall not be responsible for market price movements and the orders which would be executed by the market Maker in the scrip of the Issuer Company. As per the SEBI (ICDR) Regulations, the responsibility of the Lead Manager shall be to ensure continuity of the Market maker for period specified thereunder and the Lead Manager shall not in any way get involved in day to day trading, pricing or similar operational matters.,

5. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

In addition to any representations of the Issuer Company under the Draft Red Herring Prospectus, Red Herring, Prospectus and Underwriting Agreement the Issuer Company hereby represents and warrants that:

a. It has taken all necessary actions to authorize the signing and delivery of this agreement;

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

R. K. Stock Holding Pvt. Ltd

Authorised Signatory

b. The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer Company.

c. It will comply with all of its respective obligations set forth in this Agreement.

d. It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE with respect to the role of the Issuer Company in the Market Making process in general and Market Making in the shares of Kwick Forensic Solutions Limited in specific.

e. It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.

6. CONDITIONS OF THE MARKET MAKERS' OBLIGATIONS

6.1 The several obligations of the Market Maker under this Agreement are subject to the following conditions:

a. Subsequent to the execution and delivery of this Agreement and prior to the Listing Date there shall not have occurred any regulatory change, or any development involving a prospective regulatory change or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority that, in the judgment of the Market Maker, is material and adverse and that makes it, the judgment of the Market Maker, impracticable to carry out Market Making.

b. The representation and warranties of the Lead Manager, Issuer Company contained in this Agreement shall be true and correct on and as of the Listing Date and all these parties shall have complied with all the conditions and obligations under this Agreement and the Underwriting Agreement on its part to be performed or satisfied on or before the listing date.

c. The Market Maker shall have received evidence satisfactory to them that the Issuer Company has been granted final listing approval by the the SME Platform of BSE and that such approvals are in full force and effect as of the Listing Date.

d. Prior to the Listing Date, the Issuer Company shall have furnished to the Market Maker such further information, certificates, documents and materials as the Market Maker shall reasonably request in writing.

e. Subsequent to the Listing date and without having served the notice period required to terminate this agreement, the Market Maker shall not be released from its obligations in any situation, except for technical failures or Force Majeure Event. In case of technical failure or force majeure event occurring due to the Market Makers own systems, the Market Maker shall inform the Lead Manager, Issuer Company and SME Platform of BSE immediately and take necessary actions to correct this failure upon discovery.

6.2 If any conditions specified in 6.1 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Market Maker by written notice to the Lead Manager any time on or prior to the Listing Date; provided, however, that this Section 6.2, Sections 3,4,5,6, 6.3,8,9,10,11,12,13,14,15,16,17,18,19 and 20 shall survive the termination of this Agreement.

Provided such termination shall be operative only in the event that the Company simultaneously appoint, in consultation with BRLM, a substitute Market Maker to the issue of equivalent standing and on terms, condition and obligations substantially similar to the provision of this agreement. The substitute Market Maker shall enter into an agreement substantially in the form of this Agreement with the BRLM and the Company agreeing to be bound by the terms, conditions and obligations herein.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

B. K. Stock Holding Pvt. Ltd.

Authorised Signatory

6.3 In case of termination of the Agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Lead Manager to arrange for another Market Maker in replacement during the term of notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this present Agreement shall have to be entered into and this too shall be the responsibility of the Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

7.1 The Issuer Company and the selling shareholders shall pay the Market Maker the fees and commissions as per **Schedule A** in respect of the obligations undertaken by the Market Maker in this Agreement. Such aggregate fees shall be divided in the manner set forth in Schedule A and will be paid to the Market Maker or such other persons as directed by the Market Maker from time to time.

7.2 The Issuer Company, the selling shareholders or the lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfill its Market Making Obligations, except for the fees/commissions etc. mentioned in Schedule A of this Agreement.

8. INDEMNITY

The Issuer Company and the selling shareholders shall indemnify and keep indemnified, the lead Manager and Market Maker from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading, or which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the Company. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the Issuer Company will not be liable to the lead Manager and Market Maker to the extent that any loss, claim, damage or liability is found in a judgment by a court to have resulted solely and directly from any of the Lead Manager and/or the Market Maker jointly or severally, as the case may be, and/or as a result of bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

9. TERM AND TERMINATION

9.1. The Market Makers' engagement shall commence with effect from the date of this Agreement, and shall, unless terminated earlier, remain in force for a minimum period of three (3) years from the date of listing of the Equity Shares pursuant to the Issue. Once the market Maker is registered, the Market Maker shall mandatorily act in the capacity as the market maker for a minimum period of three (3) months plus one (1) months' notice to BSE. In case the Market Maker gets deregistered as a Market maker within three (3) years from date of listing of Equity Shares, Lead Manager shall then be responsible to appoint a replacement Market maker on mutually acceptable terms to the Issuer.

9.2. The Market Maker shall be allowed to terminate this Agreement by giving a written notice of 30 (Thirty) days to the Lead Manager prior to the date from which he wishes to discontinue his services. Provided however that, if the Lead Manager agrees to the same, the notice period may be reduced in order to provide mutual comfort.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

9.3. Notwithstanding Section 9.1, the Lead Manager may terminate this agreement with immediate effect in case of a material event pertaining to the Market Maker, which in view of the Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Issuer Company.

9.4. The Lead Manager shall have a right to terminate this agreement if the Market Maker is unable to get itself empaneled with BSE platform as Market Maker within 7 (seven) days from the date of execution of this agreement.

9.5. The Lead Manager agrees to consult with the Market Maker, to the extent practicable, prior to exercising its right to terminate this Agreement on the occurrence of a Material event as specified above, it being acknowledged by the Market Maker that the exercise of the right to terminate this Agreement on such an occurrence is at the absolute discretion of the Lead Manager.

9.6. The provisions of Sections 3,4,5,7,9,10,11,12,13,14,15,16,17,18,19 and 20 shall survive the termination of this Agreement.

9.7. In case of termination of the agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the Lead Manager to arrange another Market Maker in replacement during the term of the notice period being served by the current Market Maker (i.e., R. K. Stockholding) but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of regulation 261 of the SEBI (ICDR) Regulations, 2018. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Lead manager. However, certain terms and conditions may be modified on mutual consent of the Issuer Company and the Lead Manager, subject to such modifications being legal and allowed under the then applicable laws, rules and regulations.

9.8. It its agreed to between the Parties hereto that in the event of the Issuer Company migrating to the Main Board of BSE, during the Compulsory Market Making Period, this Agreement shall stand terminated and the Market Maker shall no longer be obliged to provide the Issuer Company any market making services.

10. NOTICES

Any notices or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by registered mail, to the address of the respective Party specified below, given below or any other number as may be designated in writing by such Party from time to time. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 10 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by tele facsimile or other similar facsimile transmission, be deemed to be given electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

...Ventures Pvt. Ltd.

R. K. Stock Holding ... Authorised Signatory

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

All notices to the Parties shall be addressed as under:

To the Issuer

Attention: Mr. Shammer Saralal Shah
Designation: Managing Director
Address: 448/745, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu 600010
E-Mail:- cs@kwickforensic.com
Tel No: +91 9840018123

To the Promoter Selling Shareholder

Attention: Mr. Shammer Saralal Shah
Address: 448/745, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu 600010
E-Mail:- shammershah@kwickforensic.com
Tel No: +91 9840018123

To the Promoter Selling Shareholder

Attention: Mrs Sejal Shammer Shah
Address: 448/745, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu 600010
E-Mail: - sejsam89@gmail.com
Tel No: +91 8667845462

To the Promoter Selling Shareholder

Attention: Tulsidas Hinduja Ashok Kumar
Address: A-1 KathaCrest 1st Floor New No. 3 Old no. 2, 7th Cross street, Shenoy Nagar, Chennai, Tamil Nadu 600030
E-Mail:- ashokhinduja@kwickforensic.com
Tel No: +91 9884093400

If to the BRLM:

Attention: Mrs. Harpreet Parashar
Designation: Whole Time Director
Address: Corporate CapitalVentures Private Limited
Unit-223, 2nd Floor, Udyog Sheel Mahila Sehkari Samiti,
120, Mathura Road, New Delhi-110076
Email: smeipo@ccvindia.com
Tel No: 9711971044

To the Market Maker

Name: Mr. Navdeep Varshneya
Designation: Director
Address: R. K. Stockholding Pvt. Ltd
A-7, Block B-1, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044
Email: navdeep@rkfml.com
Tel No: +91-9810046444

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

11. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Issuer Company, the Market Maker and the Lead Managers, are subject to the conditions that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Market Maker to adhere to the time limits shall unless otherwise agreed between the Company and the Market Maker, discharge the Market Maker or Company of his / their obligations under the Market Making Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

12. SEVERAL OBLIGATIONS

The Issuer Company, the Lead Manager and Market Maker acknowledges and agrees that they are all liable on a several bases to each other in respect of this representation, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

13. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Market Maker shall not assign or transfer any of its respective rights or obligation under this Agreement or purport to do so without the consent of the Lead Manager, Issuer Company. The Lead Manager shall not assign or transfer any of their respective rights or obligation under this Agreement or purport to do so without the consent of the Market Maker, the Issuer Company.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and the Courts and Tribunals in Delhi shall have exclusive jurisdiction.

15. ARBITRATION

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 mutual negotiation. If the dispute is not resolved through mutual 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 arbitrator shall be appointed by agreement between the Disputing Parties within 10 business days after a written notice served by any of them proposing a named arbitrator, or, if there is no such agreement, the disputes will be referred to four arbitrators (one to be appointed by the Market Maker, one to be appointed by the Lead Manager, one to be appointed by the Issuer Company and the fourth to be appointed by the three arbitrators so appointed) All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time, and shall be conducted in English. The arbitration shall take place in New Delhi, India.

The Arbitrator shall give a reasoned decision or award, including as to the costs of the arbitration, which shall be final and binding on the Parties. The Parties agree that the Arbitrator's award may be enforced against the Parties to the proceedings or their assets, wherever they may be found. The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement. Each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitration proceedings except as may be otherwise determined by the Arbitrator.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

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.

16. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

17. SEVERABILITY

If any provisions of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

18. COUNTER PARTS

This Agreement may be executed in separate counterparts; each of which when so executed and delivered shall be deemed to be an original, but all the counterparts shall constitute one and the same Agreement.

19. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Section 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

20. ILLEGALITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In case any provision of this Agreement conflicts with any provision of law including SEBI (ICDR) Regulations, and / or any other norms to be issued by SEBI, in force on the date of this Agreement or any time in future, the latter shall prevail.

21. ASSIGNMENT

No party may assign any rights under this Agreement without the consent of the party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager.

The undersigned hereby certifies and consents to act as Lead Manager or Market Maker (as the case may be) to the aforesaid Issue and to their name being inserted as Lead Manager or Market Maker (as the case may be) in the Draft Red Herring Prospectus, Red Herring Prospectus which the Issuer Company intends to issue in respect of the proposed Issuing and hereby authorize the Issuer Company to deliver this Agreement to BSE, ROC and SEBI.

CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

IN WITNESS WHEREOF, the Parties have entered this agreement on the date mentioned above.

For and on behalf of **Kwick Forensic Solutions Limited** **(Issuer Company)**	**Signature and Stamp** For KWICK FORENSIC SOLUTIONS LIMITED Managing Director **Mr. Shammer Saralal Shah** **Managing Director** **DIN: 01929867**
Mr. Shammer Saralal Shah **(Promoter Selling Shareholder)**	**Signature**
Mrs. Sejal Shammer Shah **(Promoter Selling Shareholder)**	**Signature**
Mr. Tulsidas Hinduja Ashok Kumar **(Promoter Selling Shareholder)**	**Signature**
For and on behalf of **Corporate CapitalVentures Private Limited** **(Lead Manager to the offer)**	**Signature and Stamp** CapitalVentures Pvt. Ltd. **Mrs. Harpreet Parashar** **Whole Time Director** **DIN: 03584659**
For and on behalf of **R. K. Stockholding Pvt. Ltd** **(Market Maker)**	**Signature and Stamp** R. K. Stock Holding Pvt. Ltd Authorised Signatory **Mr. Navdeep Varshneya** **Authorized Signatory**

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

CapitalVentures Pvt. Ltd.

Witness:

Sr. No	Name	Complete Address	Signature
1.	VISHAL JAIN	36/4, 4TH LANE SASTRI NAGAR ADAYAR, CHENNAI- 600020	C. Vishj
2.	Parul Rathore	J37, Lajpat Nagar II, New Delhi - 110024	Parul Rathore

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

Capital Ventures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE ISSUER COMPANY TO THE MARKET MAKER

1. The total fees for market making shall be Rs. 18,00,000/- (Rupees Eighteen Lakh) plus taxes for three years [i.e. Rs. 6,00,000/- (Rupees Six Lakh) plus tax per annum], payable in advance to M/s. R.K. Stock Holding Private Limited (Market Maker).

2. The Issuer Company shall pay the Market Maker, the market making fee up to the compulsory market making period.

3. All applicable taxes will be additional and would be borne by the Issuer Company.

The above-mentioned fees or term maybe changed and modified, subject to mutual written consent of all the parties any day from the date of signing this agreement.

R. K. Stock Holding Pvt. Ltd.

Authorised Signatory

CapitalVentures Pvt. Ltd.

For KWICK FORENSIC SOLUTIONS LIMITED

Managing Director