



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL53635714540142X
Certificate Issued Date	: 12-Sep-2025 12:24 PM
Account Reference	: IMPACC (IV)/ dl753603/ DELHI/ DL-NWD
Unique Doc. Reference	: SUBIN-DL75360338527248247043X
Purchased by	: PRIME CABLE INDUSTRIES LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRIME CABLE INDUSTRIES LTD
Second Party	: ALACRITY SECURITIES LIMITED
Stamp Duty Paid By	: PRIME CABLE INDUSTRIES LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This Stamp Paper forms an Integral Part of Registrar Agreement Entered into By And Among Prime Cable Industries Limited, Purshotam Singla, Alacrity Securities Limited and Indorient Financial Services Limited

For Prime Cable Industries Limited

Whole Time Director

Statutory Alert

- The authenticity of the Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
- The stamp certificate, once verified, should be available on the website / Mobile App renders it invalid.
- The stamp certificate should be preserved for future reference.





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For Prime Cable Industries Limited

Whole Time Director

Disclaimer Alert:

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* The responsibility of ensuring the legitimacy is on the users of the certificate.



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DATED SEPTEMBER 08, 2025

MARKET MAKING AGREEMENT

AMONGST

PRIME CABLE INDUSTRIES LIMITED

("Issuer" or the "Company")

AND

PURSHOTAM SINGLA

("Selling Shareholder")

AND

ALACRITY SECURITIES LIMITED

("Market Maker")

AND

INDORIENT FINANCIAL SERVICES LIMITED

("Book Running Lead Manager" or "BRLM")



MARKET MAKING AGREEMENT

This Market Making Agreement is made at Delhi, India on this September 08, 2025 by and amongst:

Prime Cable Industries Limited, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U31905DL2008PLC177989 and having its Registered Office at E- 894, DSIDC Industrial Area Narela, Delhi-110040 (hereinafter referred to as the "**Company**", which expression shall, unless it is be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

AND

Purshotam Singla, bearing PAN AORPS8350L, aged about 56 years, and resident of House No. 39, Road No. 5, East Punjabi Bagh, Delhi- 110026, India (hereinafter referred to as "**Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns), of the **SECOND PART**.

AND

Alacrity Securities Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at 101, Haridarshan, B-Wing, Bhogilal Phadia Road, Kandivali (West), Mumbai, Maharashtra, India, 400067 (hereinafter referred to as "**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 **THIRD PART**;

AND

Indorient Financial Services Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered Office at B/805, Rustomjee Central Park, Andheri Kurla Road, Chakala, Mumbai – 400093 (hereinafter referred to as "**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 successors and permitted assigns), of the **FOURTH PART**;

(**Company, Selling Shareholder, Market Maker and BRLM** are hereinafter collectively referred to as the "**Parties**" and individual as a "**Party**")

WHEREAS:

- A. The Company is proposing an initial public offering of an issue aggregating upto ₹ 4,001.26 Lakhs having face value of ₹ 5/- each (the "**Equity Shares**") which includes a fresh issue Equity Share of upto ₹ 3,501.9 Lakhs ("**Fresh Issue**") and offer for sale of Equity Share of upto ₹ 499.32 Lakhs by Selling Shareholder of the Company (the "**Offer for Sale**") for cash either at par or premium such that amount being raised pursuant to the Offer amounts upto ₹ 4001.26 lakhs in accordance with the Book Built Method ("**Book Building Process**") in accordance with Chapter IX of the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and to list its Equity Shares at SME Platform of National Stock Exchange of India Limited ("**NSE Emerge**"), the designated Stock Exchange ("**Offer**"). The shares are proposed to be offered to public under Regulation 229(2) of Chapter IX of SEBI ICDR Regulations via Book Building Process.

- B. The Equity Shares to be offered for allotment in this Offer comprise a net issue to the public of upto ₹ 3501.943 Lakhs of Equity Shares at an Offer Price for cash as may be determined or discovered based on the Book Building Process and as agreed by the Company in consultation with the BRLM ("Net Offer"), and a reserved portion for the Market Maker of up to ₹ 200.52 Lakhs of Equity Shares (the "Market Maker Reservation Portion"). The Net Offer to public shall comprise of issue to Individual Investors and other investors including corporate bodies or institutions and Qualified Institutional Buyers (including Anchor Investors) irrespective of the number of Equity Shares applied for.
- C. The Company has obtained approval for the Offer from its Board of Directors pursuant to the Board Resolution dated April 21, 2025. The Company has obtained shareholders' approval pursuant to Special Resolution under Section 23, 28 and 62(1) (c) of the Companies Act 2013 of at the Extra Ordinary General Meeting held on May 16, 2025 which has collectively authorised the Company's Directors, or any other authorised representatives, for the purpose of the Offering, to issue and sign the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, this Agreement, any amendments or supplements thereto, and any other writings as may be legally and customarily required in pursuance of the Offer and to do all acts, deeds or things as may be required.
- D. The Selling Shareholder has also consented to participate in the Offer in accordance with the terms agreed to in his consent letter and approved the Offer of his Equity Shares ("Offered Shares"), pursuant to his consent letters, details of which are set out below:

Name of the Selling Shareholder	Address	Aggregate amount of Offer for Sale	E mail	Date of consent letter
Purshotam Singla	House No. 39, Road No. 5, East Punjabi Bagh, West Delhi, Delhi-110026, India	Up to ₹ 499.32 Lakhs of face value of ₹ 5 each	primecableindustries@gmail.com	May 17, 2025

- E. The Company has filed the Draft Red Herring Prospectus on NSE Emerge on June 09, 2025 and has received in principle approval dated August 14, 2025 from NSE Emerge for insertion of its name in the Red Herring Prospectus and the Prospectus and shall be applying for listing of its Equity Shares on NSE Emerge.
- F. One of the requirements of issuing Equity Shares to the Public in accordance with the Chapter IX of the SEBI ICDR Regulations as specified in Regulation 261(1) of the said Regulations is that Indorient Financial Services Limited, being the Book Running Lead Manager to the Offer, shall ensure compulsory Market Making through the Startup Platform/ SME Exchange (in this case being the NSE Emerge) for the Compulsory Market Making Period (as defined herein).
- G. Alacrity Securities Limited, has agreed to ensure full subscription to its Market Maker Portion of upto ₹ 200.52 Lakhs of Equity Shares in their own account in terms of this Market Making Agreement. Indorient Financial Services Limited (who are also the Book Running Lead Manager to the Offer) as Underwriter has agreed to ensure that in case of any under subscription in the Offer the same shall be arranged for subscription from its resources as per the specified timeline and in the manner detailed in the Underwriting Agreement (as defined below), and in line with the requirements of the SEBI ICDR Regulations and other Applicable Laws, regulations and guidelines.
- H. Alacrity Securities Limited is a Registered Stock Broker/Trading Member of National Stock Exchange of India Limited having membership no. 09098 and SEBI Registration No. INZ000215936.
- I. The Company and Selling Shareholder and BRLM has approached Alacrity Securities Limited for being appointed as Market Maker for this Offer and Alacrity Securities Limited has accepted such proposal and confirmed that there is no conflict of interest arising from such transaction or arrangement. Alacrity Securities Limited have understood the preliminary arrangements in place and has agreed to such appointment and these Parties have now therefore agreed to enter into this agreement for the relevant business.

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 this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"Affiliate" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, the Promoters and the members of the Promoter Group shall be deemed to be Affiliates of the Company. The terms **"Promoters"** and **"Promoter Group"** shall have the meanings given to the respective terms in the Offer Documents;

"Agreement" shall mean this Agreement including all amendments thereto;

"Allotment" shall mean the issue and allotment of Equity Shares pursuant to the Offer;

"Anchor Investor" means a Qualified Institutional Buyer, who applied under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who Bid for an amount of at least ₹ 200 Lakhs;

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

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

"Applicable Law" means any applicable law, statute, bye-law, rule, regulation, guideline, direction, circular, order, notification, regulatory policy (including any requirement under, or notice of, any Governmental Authority), equity listing agreements of the Stock Exchanges (as hereafter defined), compulsory guidance, rule, order, judgement or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the Listing Regulations, the FEMA, the consolidated foreign direct investment policy issued by the Department of Industrial Policy and Promotion, Government of India and the guidelines, instructions, rules, communications, circulars and regulations issued by Department for Promotion of Industry and Internal Trade (**"DPIIT"**) and the Government of India (**"GoI"**), the Registrar of Companies, SEBI, the Reserve Bank of India (**"RBI"**), the Stock Exchanges or by any other governmental, statutory or regulatory authority or any court or tribunal and similar agreements, rules, regulations, orders and directions each as amended from time to time in force in other jurisdictions where there is any invitation, offer of the Equity Shares in the Offer;

"ASBA" or "Application Supported by Blocked Amount" means an application, whether physical or electronic, used by ASBA Bidders to make a Bid and to authorize an SCSB to block the Bid Amount in the relevant ASBA Account and which included applications made by UPI Bidders, where the Bid Amount was blocked upon acceptance of the UPI Mandate Request by UPI Bidders;

"ASBA Account" shall mean a bank account maintained with a Self-Certified Syndicate Bank(s) (**"SCSB"**) and which will be blocked by such SCSB to the extent of Application Amount of the ASBA Applicant;

"ASBA Bidder" means all Bidders except Anchor Investors;

"ASBA Form" means application form, whether physical or electronic, used by ASBA Bidders to submit Bids, which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus;

"Bid" shall mean an indication to make a Bid during the Bid/Offer Period by ASBA Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Offer Period by an Anchor Investor pursuant

to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations. The term "Bidding" shall be construed accordingly;

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder or Escrow Account of the Anchor Investor, as the case may be, upon submission of the Bid in the Offer;

"Bid cum Application Form" shall mean the form used by the Bidder to Bid, including, Anchor Investor Application Form or the ASBA Form, as applicable;

"Bidder" means any investor who made a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor;

"Bid/ Offer Closing Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and one regional newspaper, where the Registered Office of the Company is situated), each with wide circulation;

Our Company may in consultation with the BRLM, consider closing the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date in accordance with the SEBI ICDR Regulations;

"Bid/ Offer Opening Date" shall mean except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and one regional newspaper, where the Registered Office of the Company is situated each with wide circulation;

"Book Building Process" shall mean process as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

"Book Running Lead Manager" or "BRLM" has the meaning given to such term in the Preamble;

"Companies Act" shall mean the Companies Act, 2013 and the Companies Act, 1956, to the extent applicable;

"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 under Regulation 261(1) of the SEBI ICDR Regulations. However, it has been provided that in terms of Regulation 277 of the SEBI ICDR Regulations, that a Company may migrate to the Main Board (in this case being the Main Board of National Stock Exchange of India Limited) and hence for the purpose of this Agreement, when a Company migrates to the main board, there is no requirement of "Market Making" and hence the Compulsory Market Making period would be reduced to that extent;

"Controlling", "Controlled by" or "Control" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or as may be amended from time to time;

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

"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus dated June 9, 2025 of the Company which has been filed with NSE Emerge in accordance with Section 26 & 32 of the Companies Act, 2013 for getting in-principle listing approval;

"Indemnified Party" shall have the meaning given to such term in Clause 8 of this Agreement and shall be read and construed in context of the text to which it pertains;

"Individual Investors" investors making Bid for Minimum application size shall be two lots per application, such that the minimum application size shall be above ₹ 2.00 Lakhs (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs);

"Listing Date" shall mean the date with effect from which the shares issued through this Offer are permitted for trading by the NSE Emerge;

"Market Maker(s)" shall mean any person who is registered as a Market Maker with the SME platform of National Stock Exchange of India Limited. Alacrity Securities Limited shall be the Market Maker in this Offer;

"Market Maker Reservation Portion", shall mean the reserved portion of Equity Shares of ₹ 5 each aggregating upto ₹ 200.52 Lakhs at an Offer Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the ROC;

"Net Offer" shall mean the issue of Equity Shares of the face value of Rs. 5/- each aggregating upto 3,501.94 Lakhs, at an Offer Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the ROC.

"NSE Emerge" shall mean the SME Platform of National Stock Exchange of India Limited;

"Offer Agreement" shall mean the Agreement dated June 06, 2025 entered among the Company, Selling Shareholder and Book Running Lead Manager;

"Offer Price" mean the price as determined by the Company in consultation with the BRLM on the pricing date after the Offer period and which shall be set forth in the prospectus to be filed with ROC;

"Offer for Sale" shall mean the public offer of Equity shares of ₹ 5 each aggregating upto ₹ 499.32 Lakhs to be offered through the Offer for Sale by the Selling Shareholder, at such price as may be determined by the Company in consultation with the BRLM, in accordance with the SEBI ICDR Regulation and other applicable Indian Laws;

"Offered Shares" means share the Company proposes to issue through Public issue i.e Equity Shares of ₹ 5 each aggregating upto ₹ 3501.94 Lakhs, at an Offer Price as determined by the Company in consultation with the BRLM on the pricing date after the bidding period and which shall be set forth in the Prospectus to be filed with the RoC in accordance with the Chapter IX of SEBI ICDR Regulations;

"Offer Documents" shall mean and include the Draft Red Herring Prospectus/ Red Herring Prospectus and the Prospectus as and when approved by the Board of the Director of the Company and filed with Emerge Platform of NSE Limited.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with NSE Emerge/SEBI/ROC and others in accordance with Section 26 & 32 of the Companies Act, 2013;

"Qualified Institutional Buyers" or "QIBs" shall have the meaning given to such terms under the SEBI ICDR Regulations;

"Red Herring Prospectus" shall mean the offer document to be issued in accordance with section 26 & 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the offer. The Red Herring Prospectus will be filed with the ROC at least three days before the Bid/Offer Opening Date and will become the Prospectus upon filing with the ROC after the Pricing date;

"Registrar of Companies" / "ROC"- the Registrar of Companies, Delhi & Haryana at Delhi

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

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

"NSE Emerge" shall have the meaning ascribed to it in Recital A;

"Underwriting Agreement" shall mean an agreement dated September 08, 2025 executed between the Company, the Selling Shareholder, the BRLM and the Underwriter, wherein the Underwriter's obligations to underwrite the unsubscribed portion of the proposed Offer have been set out.

1.2 In this Agreement, unless the context otherwise requires:

- a) words 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) headings 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 Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted;
- f) reference to any party to this Agreement or any other agreement or deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and, in any other case, include its successors or permitted assigns;
- g) a reference to an article, clause, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, paragraph or schedule of this Agreement;
- 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 the Prospectus.

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. MARKET MAKING

2.1 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 the Company in the manner and on the terms and conditions contained elsewhere in this Agreement and as mentioned below:

(a) Subscribe to the Equity Shares aggregating upto ₹ 200.52 Lakhs being the market maker reservation portion as specified in the Red Herring Prospectus and the Prospectus on a firm basis and pay the amounts as are specified in the Red Herring Prospectus. The Market Maker agrees not to withdraw its application.

(b) Ensure market making in the Equity Shares of the Company in the manner and on terms and conditions contained in this Agreement, and as specified by SEBI and Emerge NSE from time to time.

2.2 The Market Maker shall comply the net worth adequacy requirement.

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

2.4 The prices 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 EMERGE Platform of National Stock Exchange of India Limited and SEBI from time to time. The Market Maker spread (i.e., the difference between the buy and the sell quote) shall not be more than 10% in compliance with the Market Maker spread requirements or as specified by EMERGE Platform of National Stock Exchange of India Limited and/or SEBI from time to time.

2.5 The minimum depth of the quote shall be Rs. 1,00,000/-. However, the investors 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 the effect to the selling broker.

2.6 The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on the NSE Emerge (in this case currently the minimum trading lot size shall be as determined in the prospectus; however, the same may be changed by the NSE Emerge from time to time).

2.7 After a period of three (3) months from the market making period, the Market Maker would be exempted to provide quote if the shares of Market Maker in the Company reaches to 25% of or upper limit (including the

1.45% of Equity Shares ought to be allotted under this Offer). Any Equity Shares allotted to Market Maker under this Offer over and above 25% of Offer Size would not be taken in to consideration of computing the threshold of 25% of Offer Size. As soon as the shares of Market Maker in the Company reduces to 24% of Offer Size, the Market Maker will resume providing 2 way quotes. The price of Equity Shares shall to determine and be determine and be subject to market forces.

- 2.8 The Inventory Management and Buying/Selling Quotations and its mechanism shall be as per the relevant circulars issued by SEBI and NSE Emerge from time to time.
- 2.9 There shall be no exemption/ threshold on downside. However, in the event the Market Maker exhausts his inventory through market making process, the NSE Emerge may intimate the same to SEBI after due verification.
- 2.10 The Lead Manager shall have the right to appoint a nominee director on the Board of the Company any time during the Compulsory Market Making Period provided it meets the requirements of SEBI ICDR Regulations.
- 2.11 There would not be more than (5) five Market Makers for a scrip at any point of time and the Market Makers may compete with other market makers for better quotes to the investors. At this stage, Alacrity Securities Limited is acting as the sole Market Maker.
- 2.12 Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker, for the quotes given by him.
- 2.13 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 NSE Emerge.
- 2.14 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 NSE Emerge for deciding controllable and non-controllable reasons will be final.
- 2.15 Market Maker shall not buy the Equity Shares from the Promoters or persons belonging to Promoter Group of the Company or any person who has acquired shares from such Promoter or person belonging to Promoter Group, during the Compulsory Market Making Period.
- 2.16 The Promoters' holding in the Company shall not be eligible for offering to the Market Maker during the Compulsory Market Making Period. However, the Promoters' holding which is not locked-in as per the SEBI ICDR Regulations, can be traded with prior permission of the NSE Emerge, in the manner specified by SEBI from time to time.
- 2.17 The Equity Shares of the Company will be traded in continuous trading session from the time and day the Company gets listed on NSE Emerge and Market Maker will remain present as per the guidelines mentioned under NSE Emerge and SEBI circulars.
- 2.18 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 via its 2-way quotes. The price of the Equity Shares shall be determined and be subject to market forces.
- 2.19 **Risk Containment Measures and monitoring for Market Maker:** NSE Emerge will have all margins which are applicable on the National Stock Exchange of India Limited Main Board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. National Stock Exchange of India Limited can impose any other margins as deemed necessary from time-to-time.
- 2.20 **Punitive Action in case of default by Market Maker:** NSE Emerge 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 NSE Emerge 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 NSE Emerge from time to time. The NSE Emerge will impose a penalty on the Market Maker in case he is not present in the

market (offering two-way quotes) for at least 75% of the time. The nature of the penalty will be monetary as well as suspension in market making activities / trading membership.

- 2.21 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.
- 2.22 **Price Band and Spreads:** SEBI Circular bearing reference no: CIR/MRD/DP/ 02/2012 dated January 20, 2012, has laid down that for Offer size up to ₹ 250 crores, the applicable price bands for the first day shall be:
- In case equilibrium price is discovered in the Call Auction, the price band in the normal trading session shall be 5% of the equilibrium price.
 - In case equilibrium price is not discovered in the Call Auction, the price band in the normal trading session shall be 5% of the Offer price.
 - Additionally, the trading shall take place in TFT segment for first 10 days from commencement of trading. The price band shall be 20% and the market maker spread (difference between the sell and buy quote) shall be within 10% or as intimated by Exchange from time to time.
- 2.23 Additionally, on the first day of the listing, there will be pre-opening session (call auction) and there after the trading will happen as per the equity market hours. The circuits will apply from the first day of the listing on the discovered price during the pre-open call auction. In case equilibrium price is not discovered the price band in the normal trading session shall be based on Offer Price. The securities of the Company will be placed in Special Pre-Open Session (SPOS) and would remain in Trade for Trade settlement for first 10 days from commencement of trading. The following spread will be applicable on the NSE Emerge.

S. No.	Market Price Slab (in Rs.)	Proposed Spread (in % to sale price)
1.	Up to 50	9
2.	50 to 75	8
3.	75 to 100	6
4.	Above 100	5

- 2.24 Pursuant to SEBI Circular number CIR/MRD/DSA/31/2012 dated November 27, 2012, limits on the upper side for Market Maker 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 Offer size)	Re-Entry threshold for buy quote (including mandatory initial inventory of 5% of the Offer size)
Upto ₹20 Crore	25%	24%
₹20 Crore to ₹50 Crore	20%	19%
₹50 Crore to ₹80 Crore	15%	14%
Above ₹80 Crore	12%	11%

- 2.25 All the above-mentioned conditions and systems regarding the Market Making Arrangement are subject to change based on changes or additional regulations and guidelines from SEBI and NSE Emerge from time to time.

3. REPRESENTATIONS AND WARRANTIES BY THE MARKET MAKER

- 3.1 In addition to any representations of the Market Maker under this Agreement or the registration documents filed with the NSE Emerge, the Market Maker hereby represents and warrants that:
- it has taken all necessary actions to authorize the signing and delivery of this Agreement;
 - 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.
 - 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 NSE Emerge w.r.t. market making in general and market making in the shares of the Company in specific.
- e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- f) In case of any regulatory action or investigation on Market Maker, which if materialized, may negatively and substantially impact the financial position of the Market Maker or may result in suspension/cancellation of license of Market Maker, the Market Maker shall inform the Company, the Selling Shareholder and the Book Running Lead Manager in advance about such action/investigation.

3.2 The Market Makers acknowledges that it is under a duty to notify Book Running Lead Manager and the Company and NSE Emerge immediately in case it becomes aware of any breach of a representation or a warranty;

4. REPRESENTATIONS AND WARRANTIES BY THE BOOK RUNNING LEAD MANAGER

4.1 In addition to any representations of the Book Running Lead Manager under the Due Diligence Certificate and Underwriting Agreement, the Book Running 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 Book Running 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 SEBI and the NSE Emerge w.r.t. role of the Book Running Lead Manager in the Market Making process in general and Market Making process in the Equity Shares of the Company.
- e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchanges and related associations from time to time.

4.2 Indorient Financial Services Limited in its capacity as the Book Running Lead Manager acknowledges that it is under a duty to notify the NSE Emerge immediately in case it becomes aware of any breach of a representation or a warranty.

4.3 Notwithstanding the above, the Book Running 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 Company. As per the SEBI ICDR Regulations, the responsibility of the Book Running Lead Manager shall be to ensure continuity of Market Maker for the period specified thereunder and the Book Running 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 COMPANY AND THE SELLING SHAREHOLDER:

5.1 In addition to any representations of the Company and the Selling Shareholder under the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus and Underwriting Agreement, the Company and the Selling Shareholder 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 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 SEBI and the NSE Emerge with respect to the role of the Company in the Market Making process in general and Market Making process in the Equity Shares of the Company in specific.
- e) it shall follow fair trade practices and abide by the code of conducts and ethical standards specified by SEBI, Stock Exchanges and related associations from time to time.

6. CONDITIONS TO THE MARKET MAKERS' OBLIGATIONS

6.1 The several obligations of each 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 NSE Emerge or any other governmental, regulatory or judicial authority which, in the judgment of the Market Maker, is material and adverse and that makes it, in the judgment of the Market Maker, impracticable to carry out Market Making.
- b) The representations and warranties of the Book Running Lead Manager and the Company contained in this Agreement shall be true and correct on and as of the Listing Date and both 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 Company has been granted final listing approval by the NSE Emerge and that such approvals are in full force and effect as of the Listing Date.
- d) Prior to the Listing Date, the Book Running Lead Manager and the 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 Maker's own systems, the Market Maker shall inform the Book Running Lead Manager, Company and the NSE Emerge immediately and take necessary actions to correct this failure upon discovery.

For the purpose of this clause, Force Majeure Event include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any Party from performing its respective obligations under this Agreement.

6.2 If any condition specified in Clause 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 of 3 months to the Book Running Lead Manager, the Company and the Selling Shareholder any time on or prior to the Listing Date; provided, however, that this Clause 6.2, Clauses 4, 5, 6.3, 7, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement.

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 Book Running Lead Manager to arrange for another Market Maker in replacement during the term of the 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 26(1) of the SEBI ICDR Regulations. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Company and the Book Running Lead Manager, subject to such modifications being legal and allowed under the Applicable Laws, rules and regulations.

7. MARKET MAKING FEES AND OTHER RELATED ARRANGEMENTS

- 7.1 The Company shall pay the Market Maker, the fees as per **Schedule A** in respect of the obligations undertaken by the Market Maker to ensure that there is an active Market Making in the Equity Shares of the Company as required under the SEBI ICDR Regulations. Such aggregate fee shall be paid 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 Company and / or the Book Running Lead Manager shall not bear any other expenses or losses, if any, incurred by the Market Maker in order to fulfil its obligations, except for the fees/commissions etc. mentioned in **Schedule A** of this Agreement.

8. INDEMNITY

- a) The Book Running Lead Manager and the Market Maker shall indemnify and keep indemnified the Company, the Selling Shareholder (each, an **"Indemnified Party"**) 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 the make minimum market requirement from time to time. Provided however that the Book Running Lead Manager and Market Maker will not be liable to the Company, the Selling Shareholder 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 the Company or Selling Shareholder, as the case may be, bad faith or gross negligence or willful misconduct, illegal or fraudulent acts, in performing the services under this Agreement.
- b) The Company and the Selling Shareholder shall indemnify and keep indemnified, the Book Running Lead Manager and Market Maker for its own account and their respective Affiliates and all the respective directors, officers, employees, professionals, duly authorised agents and Controlling Persons 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 Company and the Selling Shareholder will not be liable to the Book Running Lead Manager & 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 the Underwriters, as the case may be, bad faith or gross negligence or willful Misconduct, illegal or fraudulent acts, in performing the services under this Agreement.

9. TERM & TERMINATION

- 9.1 The Market Maker shall have the right to terminate said arrangement by giving a one month notice or on mutually acceptable terms to the Book Running Lead Manager, who shall then be responsible to appoint a replacement Market Maker(s) and execute a fresh arrangement. In case of termination of this Market Making Agreement prior to the completion of the compulsory market making period, it shall be the responsibility of the Book Running Lead Manager to arrange for another Market Maker in replacement during the term of the 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. Further, the Company, Selling Shareholders and the Book Running Lead Manager reserve the right to appoint other market makers either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Market Makers does not exceed five or as specified by the relevant laws and regulations applicable at that particulars point of time. The Market Making Agreement is available for inspection at the registered office of the Company from 11.00 a.m. to 5.00 p.m. on working days.
- 9.2 The Market Maker shall be allowed to terminate this Agreement by giving a written notice to the Book Running Lead Manager, atleast three (3) months prior to the date from which it wishes to discontinue its services. Provided however that, if the Book Running Lead Manager agrees to the same, the notice period may be reduced

in order to provide mutual comfort. Provided further that, the Market Maker may be replaced with a successor market maker, which is acceptable to the Book Running Lead Manager and the Company and the Selling Shareholder.

- 9.3 Notwithstanding the indemnity concerning the Book Running Lead Manager in Clause 8 above, the Book Running 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 Book Running Lead Manager, affects the ability of the Market Maker to carry out his obligations or negatively affects the goodwill of the Company and the Selling Shareholder.
- 9.4 The Book Running 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 Book Running Lead Manager.
- 9.5 It is agreed to between the Parties hereto that in the event of the Company migrating to the Main Board of National Stock Exchange of India Limited, during the Compulsory Market Making Period, this Agreement shall stand terminated and both the Market Maker shall no longer be obliged to provide the Company any market making services.
- 9.6 The provisions of Clauses 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 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 Book Running Lead Manager to arrange for another Market Maker in replacement during the term of the 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. In such a case, revised agreement like this one shall have to be entered into and this too shall be the responsibility of the Book Running Lead Manager. However, certain terms and conditions may be modified on mutual consent of the Company, the Selling Shareholder and the Book Running Lead Manager, subject to such modifications being legal and allowed under the then Applicable Laws, rules and regulations.

10. NOTICES

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

In case of notice to the Company

Prime Cable Industries Limited
E-894, DSIDC Industrial Area Narela,
Delhi-110040, India
Tel: 011-43570453
E-mail: info@primecabindia.com
Attention: Naman Singla
Designation: Whole Time Director

In case of notice to the Selling Shareholder:

Purshotam Singla
Address: House No. 39, Road No. 5,
East Punjabi Bagh,
West Delhi, Delhi- 110026, India

Tel: +91-9811153356
Email: primecableindustries@gmail.com

In case of notice to the Lead Manager:

Indorient Financial Services Limited
B/805, Rustomjee Central Park,
Andheri Kurla Road, Chakala,
Mumbai – 400093,
Maharashtra, India
Tel.: +91 79772 12186
E-mail: compliance-ifsl@indorient.in
Attention: Ivor Anil Misquith

In case of notice to the Market Maker:

Alacrity Securities Limited
Address: 101, Hari Darshan, B-Wing, Bhogilal Fadia Road,
Kandivali West, Mumbai, Maharashtra 400067, India
Contact Person: Kishore V Shah
Email: alacritysec@gmail.com
Tel No: +91 9594499983

11. MAXIMUM LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in aggregate, of Indorient Financial Services Limited in capacity of Book Running Lead Manager & of Alacrity Securities Limited in capacity of Market Maker, towards the Company and anyone claiming by or through the Company, for any and all claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses, suits or proceedings, to the extent it has been determined, by a final non-appealable judgment of a competent court, to have resulted directly from the relevant aforementioned Part's fraud, gross negligence or wilful default.

12. CHANGE IN LEGAL ENVIRONMENT

The terms of this Agreement for services by Market Maker for the Offer and for market making 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 Company Affairs (MCA), Registrar of Companies (ROC), 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 Offer or market making unsuccessful for the reasons beyond Market Maker, Book Running Lead Manager and the Company's control shall not be counted as Market Maker's failure. In case of such an event, Market Maker shall not be liable or legally bound to any proceedings or actions for refund of fees received till such date.

13. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company, the Book Running Lead Manager, the Market, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company, the Book Running Lead Manager or the Market Maker to adhere to the time limits shall unless otherwise agreed among the Company, The Book Running Lead Manager and the Market Maker, discharge the Market Maker or Company or The Book Running Lead Manager of its/ their obligations under this Agreement. This Agreement shall be in force from the date of execution and will expire on expiry of the Compulsory Market Making Period or as and when agreed between parties after serving the notice of termination.

14. SEVERAL OBLIGATIONS

The Company and Selling Shareholders, the Market Maker and the Book Running Lead Manager acknowledge and agree that they are all liable on a several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

15. **MISCELLANEOUS**

The Agreement shall be binding on and ensure 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 obligations under this Agreement or purport to do so without the consent of the Book Running Lead Manager, Company and Selling Shareholder. The Book Running Lead Manager shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Market Maker and the Company and the Selling Shareholder.

16. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

17. **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 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 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 Book Running Lead Manager, one to be appointed by the 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, and shall be conducted in English. The arbitration shall take place in Mumbai, Maharashtra, India.

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.

18. **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.

19. **SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision 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. Book Running Lead Manager, Market Maker and Company shall endeavour in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

20. **COUNTERPARTS**

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 such counterparts shall constitute one and the same instrument.

This Agreement may be executed by delivery of a PDF copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Agreement.

21. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Clauses 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

22. 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.

23. CONFIDENTIALITY

The Parties shall keep all information confidential which will be shared by the other Parties during the course of this Agreement for a period of two (2) years from the end of the Offer period and shall not disclose such confidential information to any third party without prior permission of the respective Party, except where such information is in public domain other than by reason of breach of this clause or when required by law, regulation or legal process or statutory requirement or by any governmental authority or by Stock Exchanges to disclose the same. The terms of the confidentiality clause shall survive the termination of the Agreement for reasons whatsoever.

24. ASSIGNMENT

No Party shall assign any of its 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 Book Running Lead Manager.

The undersigned hereby certifies and consents to act as Market Maker (as the case may be) to the aforesaid Offering and to their name being inserted as Market Maker (as the case may be) in Red herring Prospectus/ Prospectus which the Company intends to issue in respect of the proposed Offering and hereby authorize the Company to deliver this Agreement to SEBI, ROC and the NSE Emerge.

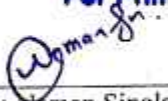
[Signature Page Follow]

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Selling Shareholder, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED for and on behalf of **Prime Cable Industries Limited**

For Prime Cable Industries Limited



Name: Naman Singla **Time Director**
Designation: Whole-Time Director
DIN: 07101556

Date: September 08, 2025

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Selling Shareholder, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED BY SELLING SHAREHOLDER



PURSHOTAM SINGLA

Date: September 08, 2025

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Selling Shareholder, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED for and on behalf of Indorient Financial Services Limited



Name: Ivor Anil Misquith
Designation: Jt. Managing Director



Date: September 8th, 2025

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Selling Shareholder, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED For and on behalf of Alacrity Securities Limited



Name: Kishore V Shah
Designation: Whole-Time Director
DIN: 01975061



Date: September 8, 2025

This signature page forms an integral part of the Market Making Agreement entered into between the Company, the Selling Shareholder, the Market Maker and the Book Running Lead Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an Original, and all of which shall constitute one and the same instrument.

SIGNED For and on behalf of Alacrity Securities Limited



Name: Kishore V Shah
Designation: Whole-Time Director
DIN: 01975061



Date: September 8, 2025

SCHEDULE A

MARKET MAKING FEES PAYABLE BY THE COMPANY TO THE MARKET MAKER

1. The fees payable to Market Maker towards market making will be ₹ 4,00,000 per annum which shall be exclusive of all taxes for period of three years starting from the listing of shares till a minimum period of three years or till the time shares of the company are migrated to Main Board platform of NSE whichever is earlier. Fee for every half year shall be payable in advance and the Company is required to pay it within 10 days from the date of invoice. In case if this agreement is terminated, the Market Maker shall be eligible for fees for the time period it has served as Market Maker on a proportionate basis.
2. The aforesaid fees do not include any third-party expenses which shall be borne by the Company directly. All such charges including but not limited to legal charges, registrar's expenses, depository charges, Stock Exchange fees, penalties, stamp duty, compounding charges or any other charges if any, etc. shall be borne by the Company only.
3. All pre-approved out-of-pocket expenses in connection with the provision of services under this "Proposal for Services" will be borne by the Company. The pre-approved out-of-pocket expenses shall be including but not restricted to communication; travel and travel-related and such similar expenses.
4. All payments due to us shall be made directly by the Company to Market Maker. All fees paid to Market Maker shall be 'non-refundable' under any circumstances.
5. The above fees do not include taxes (payable under law on services), which will be charged separately wherever applicable.
6. Invoices for fees and expenses shall be raised and stated above and payable upon presentation.
7. In case the Company at any point of time decides not to proceed with the Offer, then it shall pay the fees due and payable as per the fees schedule given in point 1 above.
8. The above-mentioned fees or terms would be changed and modified, subject to mutual written consent of all the Parties any day from the date of signing this agreement.