

ENGAGEMENT LETTER

This Engagement Letter ("MSA") is entered into on 19th August 2025 by and between Lattice Technologies Private Limited, a company registered under the Companies Act, 2013 having its registered address at Unit no 5, Ground Floor, Uppal Plaza, M 6, District Centre, Jasola, New Delhi, Delhi, 110025 (hereinafter referred to as "1Lattice" or "we" or "us" or "our");

AND

KIAN-M EXPORT PVT LTD, having its registered address at S.No.208/P2, Sub Plot No.1A, Bedi Nr. Avadh Green Party Plot, Morbi Road Rajkot, Gujarat, India - 360003, the Client as mentioned hereinabove. Lattice and Client are hereinafter jointly referred to as 'Parties' and individually as 'Party'.

This Engagement letter states our agreement concerning the consulting services and support that Lattice Technologies Private Limited ("Consultant") will render to KIAN-M EXPORT PVT LTD ("Client" or "you") for IPO Industry Report. This proposal outlines the scope of the project, based upon our discussions with you and your team over the last few weeks and the terms and conditions of the agreement.

1. SCOPE OF WORK ("SOW")

This document outlines the specific scope of the Engagement that Lattice Technologies Private Limited ("1Lattice") will deliver to KIAN-M EXPORT PVT LTD ("Client"). In addition to the specific terms of this Proposal, the Engagement described below will be governed by the general terms and conditions set forth in this document, between the Client and 1Lattice. The terms and conditions will control in the event a conflict exists between the provisions of this Proposal and those set forth in the MSA, except to the extent this Proposal expressly states an intention to override the terms of the Master Agreement.

Scope & Deliverables	IPO Industry report, refer - Appendix 1: Scope of Work
Timing	Engagement Start: 25 th August 2025 (Tentative) Expected duration from engagement start date: 6 weeks (draft report completion) Additional 2 weeks for report finalization at DRHP and RHP filing stage
Professional fee and other commercial terms	Total professional fee: INR 27L (inclusive of INR 2L out-of-pocket expenses for travel, accommodation, meals, cabs & expert interviews) + GST, as applicable Payment terms: • INR 9.45L to be invoiced in advance; payable immediately • INR 12.15L to be invoiced at the submission of draft report; payable in 14 days • INR 5.4L to be invoiced at the submission of final report (consent letter at DRHP stage); payable in 14 days <i>Team efforts for final report for DRHP stage preparations are expected to be utilized within 5 months period from start date</i> <i>Any report updates beyond 7 months from the start date may require additional paid effort</i>
Praxian Finance Contact	Sanya Agarwal accounts@1lattice.com
Client Finance Contact	JAYESH BHAI - 9033428035
Invoicing details	Invoice will be sent to Mr. Rajesh Malaviya – Managing Director MAIL ID- compliance@kian-m.com and Rajesh.malaviya@kian-m.com Notwithstanding anything to the contrary in this EL, invoices shall be due and payable as per the payment schedule mentioned above. After 14 days, interest may be charged at a rate of 2% per month for any genuinely undisputed amounts.
1Lattice Bank and tax details	Bank name: ICICI Bank Beneficiary name: Lattice Technologies Private Limited

Account number: 739005000086 (Current a/c)
Branch: WTT, Sector-16, NOIDA, Uttar Pradesh, IN – 201301

For payments in INR (IFSC Code): ICIC0007390
For payments not in INR (SWIFT code): ICICINBBXXX
Note: All bank charges will be on your account such that the above fees are transferred in cleared funds to 1Lattice bank account.

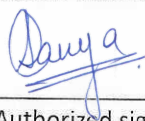
We confirm your agreement with the terms of this specific Proposal, and to its incorporation by reference into the terms of the MSA, by signing and returning the attached copy of this document.

Very truly yours,

Agreed:

Lattice Technologies Private Limited

KIAN-M EXPORT PVT LTD


Authorized signatory


Authorized signatory 
DIRECTOR

2. FEES AND EXPENSES

Total professional fees for the engagement: as mentioned above

Plus: Applicable taxes (GST)

- Any service tax, other government levies and fringe benefit tax that may be applicable will be charged out at the required rate in addition to the fees. Due to possibility that ex post facto tax laws and regulations may be adopted by the Indian government and agencies, you agree that in the event we receive a demand from the applicable taxing authority to collect new or additional taxes on past services provided to you that you have not already remitted to us, you will pay us such taxes within 15 days of your receipt of the related invoice so long as 1Lattice provides justification of the imposition of the ex post facto tax laws and regulations..
- Billable expenses typically include out-of-pocket expenses like 1Lattice's travel related expenses, external software or technology services used, field research, external research reports and any other external vendor charges. 1Lattice will provide summary detail of billable expenses upon request. Should total expenses exceed USD\$ 2.5k, any additional expenses will only be incurred with your prior written consent.
- In cases where there are material changes to scope or approach of work during an engagement, or if 1Lattice resources are engaged for longer than originally anticipated due to change requests by you, you will be liable to pay 1Lattice additional fee billed on pro-rata basis (based on the FTE-months) budgeted earlier.
- 1Lattice will submit an invoice to the client contact stated in the applicable EL or Purchase order at the beginning of each month for that month's fees ("Fees") and expenses which will be billed on either a fixed expenses basis or as estimated expenses equal to a set percentage of the Fees for services in accordance with each EL and any applicable taxes. The invoice is due and payable by wire transfer within 14 days of your receipt of the invoice, without regard to any delay for purchase order or invoice reference. After 14 days from the date of receipt of invoice, interest may be charged at a rate of 2% per month. If billed on an estimated basis, expenses will subsequently be adjusted to account for actual expenses incurred, with a final expense refund or invoice issued two to three months after the work has been completed. You will provide, for inclusion in each Engagement EL, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). Invoices raised by 1Lattice are raised on a 'cleared funds' basis. For the avoidance of doubt, payment of any applicable bank charges relating to the bank transfer shall be borne by the Client as price for our services assume realization of the invoiced amount in cleared funds in our bank account.
- In case of any delayed invoice payments, such delay must be communicated to 1Lattice in advance with a proposed payment

date. If 1Lattice does not receive any communication or full payment for any unpaid invoices on or before their due dates, 1Lattice has the right, in its sole discretion, to terminate its engagement with fifteen (15) days written notice without any further obligations on 1Lattice's part, but you will still be obligated to pay any accrued but unpaid 1Lattice fees and expenses. In addition, interest may be charged at a rate of 2% per month on any late payments.

3. CONFIDENTIAL INFORMATION

In the course of our work, 1Lattice may have access to information provided by you or your representatives to 1Lattice relating to your management, operations, finances, products or services, other than information which is publicly available, or which may become lawfully available to 1Lattice from any third party ("Confidential Information"). Without your written consent, 1Lattice will not disclose any of your Confidential Information unless required by law or court order, in which case and provided we are legally permitted to do so, we will give you advance notice of such requirement. 1Lattice will cooperate with you, at your expense, in your lawful efforts to resist or narrow the scope of such required disclosure. 1Lattice will advise our employees and agents with access to the Confidential Information of its confidentiality. While we will destroy all confidential information upon termination of this MSA, we may retain a copy of any materials (together with necessary supporting documents) that we develop for you for archival purposes, provided that we will continue to keep such materials and documents confidential in accordance with the terms and conditions of this MSA.

4. DEVELOPED MATERIAL

You will own all materials prepared specifically for you by 1Lattice (the "Deliverables"). You may use the Deliverables for your business and analysis only and agree not to disclose the Deliverables in partial form to any third party except as otherwise permitted under this MSA. 1Lattice hereby consents to you disclosing the Deliverables to your client, affiliate or potential partner, investor or shareholder for any transaction that the Deliverables may be attributed to. You agree that transfer of ownership in the Deliverables and right to use them will occur only after your payment in full to 1Lattice for all services associated with the Deliverables. The deliverables can be used by client free of any consent from 1Lattice provided the deliverable is shared with any third party on a 'hold harmless' basis. 1Lattice does not convey any ownership in any intellectual property or related rights owned or licensed by 1Lattice and used in the performance of 1Lattice's service, or the technologies, frameworks, methodologies, analytical tools and industry data and insights that may be used or developed by 1Lattice in the performance of 1Lattice's services (the "1Lattice IP"). Subject to the terms and conditions of this Master Services Agreement, you can use the IP embedded in the Deliverables for your business and analysis, or with external third parties exclusively at your own risk as information or Deliverables provided by us are based on our judgement at the particular point in time.

1Lattice may use on an anonymous, unattributed and unidentifiable basis, any data and metrics regarding your business in general which are provided to 1Lattice by you during the course of its engagement, in its benchmarking database and any industry benchmarks generated by 1Lattice from such database.

5. USE OF NAME

Client agrees to not publicly disclose, in a press release, publication, analyst meeting or any other public context, the fact that Client is a client of 1Lattice. Client can disclose the details of the work 1Lattice performs for Client to third parties (except to any entities who directly or indirectly compete with 1Lattice) but only by disclosing that 1Lattice provided the information and Deliverables for the exclusive use of the Client only and that the Deliverables and other information cannot be relied upon, and that 1Lattice has no duty whatsoever to update or supplement this information. By sharing the information and Deliverables, Client agrees that it automatically deems to release and waive all and any claims, Client or any third parties to whom the information is disclosed to, might have against 1Lattice from any use of the information whatsoever.

For the avoidance of doubt, Client may freely disclose Deliverables to a third party if Client removes 1Lattice's trademarks, name and logo from such Deliverables and does not attribute such Deliverables to 1Lattice provided that you give us prior notice of your intent to disclose such Deliverables and, at our request, you remove any 1Lattice IP reflected in such Deliverable. Client agrees that 1Lattice can include the Client's name in its list of clients or as a testimonial of its experience and track record as long as no specifics or Client IP are disclosed.

Notwithstanding the above, the Client shall be free to use the developed materials, without any restrictions for the purpose of its dealings and interactions with the Capital Market, Investors and other constituents with respect to a public issue, institutional

placement, fund raise, etc.

6. TERMINATION

Either party may terminate any engagement undertaken under this Master Services Agreement at any time by serving a thirty (30) days prior written notice. You will pay 1Lattice's fees for the Services successfully rendered till the date of termination and accrued expenses and any applicable service tax, sales tax or other government levy thereon through the effective date of termination. Either party may terminate this MSA with thirty (30) days prior written notice, provided that terms of this Master Agreement will continue to remain in full force and effect as to any engagements previously completed under this MSA or in progress as of the date of such termination.

7. INDEMNIFICATION, LIMITATION OF LIABILITY & LEGAL PROCEEDINGS

Because 1Lattice's services involve the expression of analytical frameworks, professional ideas, judgments and opinions by 1Lattice that cannot amount to a guarantee of future events, you agree to release and indemnify 1Lattice and its affiliates and their respective personnel (each, an "Indemnified Party") from and against any and all third party claims, liabilities, costs and expenses which such Indemnified Party may incur related to or arising out of any services provided by 1Lattice to you, except to the extent any claim, liability or expense results from the negligence or misconduct of an Indemnified Party as determined in a final judgment by a court.

In no event will either party be liable for any lost profits, or other indirect, special, punitive or consequential damages ("Special Damage"). Except in the case of claims resulting from fraud committed by 1Lattice or personal injury, death or damage to physical property resulting from 1Lattice's gross negligence, either party will not under any circumstance be liable for any amount in excess of the total of fees (excluding reimbursement of expenses) actually paid and/or payable to 1Lattice in connection with the Engagement with respect to which any liability arises.

1Lattice will indemnify you against any and all claims which you may incur or be subject to as a result of (i) 1Lattice's infringement of the intellectual property rights of a third party, except to the extent any such claims result from (a) your use of the Deliverables in a manner inconsistent with the terms of this Master Agreement, (b) 1Lattice's inclusion in the Deliverables of materials provided by you or your representatives, or (c) 1Lattice's compliance with your instructions, or (ii) personal injury, death or damage to physical property caused by 1Lattice's negligence.

If we are requested by you or required by subpoena or similar legal process to produce 1Lattice's materials or personnel with respect to an engagement for you, provided that we are not a party to the proceeding, you will reimburse us for our professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of our outside counsel which we incur in responding to such a request.

8. PERSONAL DATA & NON-HIRING

In providing services to you we may need to gather information about you, your officers and/or employees (each a "Contact"). Information about a Contact, such as telephone numbers and email addresses, may be transferred to, accessible from, and/or retained in 1Lattice offices around the world for these purposes or for the purposes of sending them general correspondence, which we believe may be of interest. If a Contact does not wish to receive this information, please let us know by sending an email to accounts@1lattice.com. Please inform your relevant officers and employees that we may hold information relating to them for the above purposes.

Neither party shall hire any employee or contingent worker of other party who is associated with an Engagement during or within 12 months after the completion of the work.

9. GOVERNING LAW; ARBITRATION

This Master Agreement shall be governed and construed and enforced in accordance with the laws of India, without giving effect to its principles of conflict of law.

In respect of any dispute or conflict arising out of or in connection with this MSA (including any dispute related to interpretation or implementation of the MSA) ("Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through negotiations. Such negotiations shall be held between the management or any representative appointing by the management

of the Parties.

If such Dispute is not resolved through negotiations within 30 (thirty) days after the commencement of negotiations or such longer period as Parties agree to in writing, then either Party may refer the Dispute for resolution by arbitration in accordance with the mechanism given hereinbelow.

All Disputes shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be presided by a sole arbitrator appointed mutually by the Parties provided however, in case no mutual decision can be reached in selection of an arbitrator within 15 (fifteen) days of the notice of arbitration, the Parties shall approach the competent court having jurisdiction for the appointment of the arbitrator. The language of arbitration shall be English. The place of arbitration shall be New Delhi. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

This MSA shall be governed by the Applicable Laws of India. The Parties shall submit to the exclusive jurisdiction of courts at New Delhi.

10. OTHER MATTERS

1Lattice's relationship to you is that of an independent contractor.

1Lattice's services are limited to those specifically described in this Master Agreement and applicable Engagement IL and do not under any circumstances constitute accounting, audit or tax-related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you may lawfully implement any advice provided by 1Lattice), expert witness services, valuation opinions or solvency or fairness opinions. 1Lattice's services will not constitute an audit, review or compilation or any other type of financial statement reporting. Any acquisition related support conducted by 1Lattice on your behalf will assume the accuracy of all information provided to 1Lattice and will not constitute financial, legal, accounting, tax, physical or environmental due diligence.

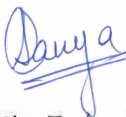
In the event any provision of this MSA is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of this MSA will remain in full force and effect.

Neither you nor 1Lattice may assign your rights under this MSA or any EL (other than the right to receive payment) without the prior written consent of the other such consent to not be unreasonably withheld.

This MSA, together with the Proposals entered into hereunder, contains the entire agreement of the parties as to 1Lattice's services to you and supersedes all prior agreements and understandings between the parties regarding 1Lattice's engagement. The terms and conditions contained in this Master Agreement or any Proposal may not be supplemented, amended or superseded by the use of any other document, including without limitation any purchase order issued by Client, except by a writing specifically mentioning this Master Agreement and executed by both parties. The agreements in this Master Agreement will survive the termination or completion of 1Lattice's engagement.

Very truly yours,

Agreed:




Lattice Technologies Private Limited

KIAN-M EXPORT PVT LTD

Sanya Agarwal

Authorized Signatory


KIAN-M EXPORT PRIVATE LIMITED

Authorized Signatory

DIRECTOR

Appendix 1: Scope of Work

Scope of work – Table of contents (1/3)

Illustrative

Industry Report TOC

1. Macroeconomic overview of Indian and global economy

Global macroeconomic trends

- Review of historical and projected GDP growth of key markets – CY19-24 and CY24-29
- Review of inflation trends and future expectations
- Review of trends in per capita income and private final consumption expenditure (PFCE)
- Outlook on demographic shifts impacting economic dynamics- Median age, % share of population between the age of 15-65, urbanisation rate etc.
- Overview of global trade and recent challenges (COVID, geopolitical tensions, etc.)

Indian macroeconomic trends

- India's GDP growth of key markets and outlook for future growth – FY20-25 and FY26-30
- Review of trends in per capita income and private final consumption expenditure (PFCE)
- Outlook on demographic shifts impacting economic dynamics (*Population growth, median age, age-wise break, urbanisation*)
- Key government regulations (Focus on Atmanirbhar Bharat, PLI schemes, ease of doing business, infrastructure spending, Make in India)

2. Overview of the global apparel and fabric market

- Review of historical and projected global apparel and fabrics market and growth outlook- CY19-24 and CY24-29P
 - Role of fabric as a key input in the global apparel and home textiles value chain
 - Demand from key segments: fast fashion, institutional supply, home furnishing
 - Technology trends and digitalisation in textile manufacturing
 - Overview of global trade flows: Cotton and blended fabric exports/imports
 - India's positioning in global sourcing shift (China+1, price sensitivity)
 - Compliance, sustainability, and ESG alignment in global apparel sourcing

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Scope of work – Table of contents (2/3)

Illustrative

Industry Report TOC

- Apparel segment linkages and their impact on fabric demand
 - Category-wise insights: Fabric demand trends across Men's, Women's, and Kidswear
 - Role of private labels, value retailers, and hypermarkets (e.g., Zudio, Primark) in influencing fabric
 - Sourcing preferences for dyed and printed fabrics in apparel manufacturing

3. Indian textile, apparel, and fabric market overview

- Review of historical and projected Indian textile and apparel market and growth outlook- FY20-25 and FY25-30P
 - Role of apparel manufacturers in driving fabric demand
 - Apparel export trends and implications for fabric sourcing
- Domestic fabric industry landscape
- Review of historical and projected Indian fabrics market and growth outlook- FY20-25 and FY25-30P
- Segmentation by fabric type – cotton vs blended- FY20-25 and FY25-30P
- Segmentation basis the end users' applications – exports, institutional demand, home furnishing, apparel - FY20-25 and FY25-30P
- Key manufacturing clusters – Gujarat, Tamil Nadu, Rajasthan
- India's share and composition in global fabric exports
- Major export destinations for Indian fabric– Bangladesh, Vietnam, Cambodia, Indonesia
- Role of trade agreements (UAE, UK, Australia) and export incentives (RoDTEP)
- Case studies of Indian fabric suppliers to global brands

4. Overview of the Indian fabric (printing and dyeing) market

- Review of historical and projected Indian printing and dyeing market and growth outlook- FY20-25 and FY25-30P
- Key operational clusters – Pali, Surat, Karur, Ahmedabad

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Scope of work – Table of contents (3/3)

Illustrative

Industry Report TOC

- Segmentation by fabric type – dyed and printed fabric- FY20-25 and FY25-30P
- Analysis of cost components involved in fabric processing, including steam, water, labour, and chemical inputs
- Technologies: rotary, eco-friendly dyes, sublimation – scalability & adoption
- Demand linkages with apparel, uniforms, and home textiles segments
- Policy and regulatory support – PM MITRA, RoDTEP, ESG compliance, and water treatment norms
- Export demand from Southeast Asia and Africa for dyed cotton fabrics
- India's competitive edge in dyeing – cost efficiency, turnaround time, and quality

5. Competition landscape – operational & financial benchmarking

- Company overview and positioning statements
- Operational benchmarking
 - Years since inception
 - Geographical presence and regional sales mix
 - Export operations
 - Certifications
- Financial benchmarking
 - Revenue from Operations
 - Year on Year Revenue Growth and CAGR
 - Gross Profit and Gross Margin
 - EBITDA and EBITDA Margin, EBITDA CAGR
 - PAT and PAT Margin, PAT CAGR
 - Return ratios – ROE, ROCE

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