Date: 13th February, 2026

To,
Corporate Relationship Department
BSE Limited
Phiroze Jeejeebhoy Towers Dalal Street,
Mumbai-400001

ISIN: INE438C01010
SCRIP CODE: 540703

Subject: Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Execution of Memorandum of Understanding

Dear Sir/Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with Schedule III thereto, we hereby inform you that Pro CLB Global Limited has entered into a Memorandum of Understanding ("MOU") dated 13th February, 2026 with Myzek Logistics Private Limited (operating under the brand "Dropon") for a proposed strategic association, investment, and long-term collaboration in the logistics and last-mile delivery business.

The MOU records the broad understanding between the parties inter alia for:

- Initial strategic investment and/or share swap equivalent to 20% stake in Myzek, based on an independent valuation report prepared by a registered valuer;
- Proposed investment by Pro CLB Global Limited of up to ₹3,00,00,000 (Rupees Three Crore only) in one or more tranches, subject to agreed terms and conditions;
- Right to acquire equity shares and/or profit participation in Myzek over a period of time, subject to valuation and regulatory compliance;
- Board representation rights for both parties; and
- Possibility of future restructuring including formation of holding–subsidiary structure or joint venture, subject to mutual consent.

The proposed transaction is subject to:

- Independent valuation of both entities;
- Approval of the respective Boards and shareholders, wherever applicable;
- Compliance with the provisions of the Companies Act, 2013;
- SEBI / RBI / FEMA regulations, if applicable; and
- Execution of definitive agreements detailing the investment structure, rights, obligations, and commercial terms.

The MOU is non-binding in nature except for clauses relating to confidentiality, governing law, and dispute resolution, and is valid for a period of three (3) months from the Effective Date unless extended by mutual consent.

The details as required under Regulation 30 read with applicable SEBI Circulars are enclosed herewith as Annexure – I.

Kindly take the above information on record.

Thanking You,

Yours faithfully,
For PRO CLB GLOBAL LIMITED

HEMANT KUMAR SHANTILAL MEHTA
Digitally signed by HEMANT KUMAR SHANTILAL MEHTA
Date: 2026.02.13 17:54:02 +05'30'

Hemant Shantilal Mehta
Director
DIN: 05303980

MEMORANDUM OF UNDERSTANDING

For Strategic Association

This Memorandum of Understanding ("**MOU**") is entered into on this 12th day of February 2026 ("**Effective Date**")

BETWEEN

Pro CLB Global Limited,

a company incorporated under the Companies Act, 2013, having its registered office at **5/34, Third Floor, Pusa Road, Karol Bagh, New Delhi – 110005**, with Corporate Identification Number (CIN) **L74899DL1994PLC058964** (hereinafter referred to as **"Pro CLB")**, which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns)

AND

Myzek Logistics Private Limited,

a company incorporated under the Companies Act, 2013, having its registered office at Shop No. 418, Matrix Plaza, Opp. Umiya TimberVinzol Vatva Road, Vatva Daskroi GJ 382445 IN, Gujarat, INDIA - 382445., operating under the brand **"Dropon"**(hereinafter referred to as **"Myzek"**, which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns)

Pro CLB and Myzek are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties."**

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1. PURPOSE OF THE MOU

The purpose of this MOU is to record the mutual understanding between the Parties for a **strategic association**, investment, and long-term collaboration in the logistics and last-mile delivery business operated by Myzek under the brand "Dropon"

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2. VALUATION

2.1 Both Pro CLB and Myzek shall be valued as on a **mutually agreed valuation date** based on an **independent valuation report** prepared by a registered valuer.

2.2 The valuation shall form the basis for:

- share swap,
- investment structure, and
- future equity participation.

3. INITIAL STRATEGIC INVESTMENT & SHARE SWAP

3.1 Pro CLB and Myzek agree that the association shall commence with **20% investment into Myzek** through **share swap and/or investment**, based on the valuation report.

3.2 The share swap / investment shall be:

- subject to applicable provisions of the Companies Act, 2013,
- SEBI / RBI / FEMA regulations (if applicable), and
- all other statutory and regulatory approvals.

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4. INVESTMENT BY PRO CLB

4.1 Pro CLB may invest **up to ₹3,00,00,000 (Rupees Three Crore only)** in Myzek, either in one or more tranches. Initial Investment of Rs. 75 Lakh within one month months from the date of the agreement. Further investment for Rs. 75 Lakh within one month from the date of the previous disbursement. The balance investment will depend upon the performance of the Loanee and subject to the agreed terms and conditions.

4.2 The investment shall be made subject to the following conditions:

- The invested amount shall be **refundable within 36 (thirty-six) months** from the date of investment. The amount may be refunded or converted with interest into equity of the Loanee subject to the agreed terms and condition.
- Pro CLB shall be entitled to a **minimum assured return**, either:
    - as **profit share**, or
    - as **interest @ 6.50% per annum**, whichever is higher or mutually agreed at the time of settlement.

4.3 The detailed mechanism of repayment, profit computation, and conversion (if any) shall be defined in a **definitive agreement**.

MYZEK LOGISTICS PVT LTD
AHMEDABAD

5. RIGHT TO ACQUIRE SHARES / PROFIT PARTICIPATION

5.1 Over a period of time, Pro CLB shall have the **right to receive equity shares and/or profit participation** in Myzek on **mutually agreed terms**, subject to valuation and compliance.

5.2 Such rights may include:

- conversion of investment into equity,
- preferential allotment, or
- profit-linked instruments.

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6. BOARD REPRESENTATION

6.1 Each Party shall have the right to **nominate at least one person on the Board of Directors** of the other Party, subject to applicable laws and internal approvals.

6.2 The nominee director shall participate in strategic and governance matters of the respective company.

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7. FUTURE STRUCTURING

7.1 The Parties may, by mutual consent, extend this strategic association to:

- create a **holding–subsidiary structure**, or
- form a **joint venture or subsidiary company**, depending upon business requirements and commercial feasibility.

7.2 Such restructuring shall be documented through separate definitive agreements.

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8. CONFIDENTIALITY

Both Parties agree to maintain strict confidentiality of all business, financial, technical, and commercial information exchanged pursuant to this MOU.

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9. NON-BINDING NATURE

9.1 Except for clauses relating to confidentiality, governing law, and dispute resolution, this MOU is **non-binding** in nature.

9.2 The binding rights and obligations shall arise only upon execution of definitive agreements.

MYZEK LOGISTICS PVT. LTD. AHMEDABAD

10. GOVERNING LAW & JURISDICTION

This MOU shall be governed by and construed in accordance with the **laws of India**, and the courts at Ahmedabad shall have exclusive jurisdiction.

11. VALIDITY

This MOU shall remain valid for a period of **3 months** from the Effective Date, unless extended or terminated by mutual consent.

12. AMENDMENT

Any amendment to this MOU shall be made only by a written instrument signed by both Parties.

IN WITNESS WHEREOF

The Parties have executed this Memorandum of Understanding on the date first written above.

For Pro CLB Global Limited

MONIL N VORA

Digitally signed by MONIL N VORA
Date: 2026.02.13 17:27:41 +05'30'

Name: Monil Vora

Designation: CEO

Date: 13/02/2026

For Myzek Logistics Private Limited

Name: Aalap Pandya

Designation: Director

Date: 11/02/2026