Date: 29th July, 2026

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

ISIN: INE438C01010
SCRIP CODE: 540703 — PRO CLB GLOBAL LIMITED (formerly known as PROVESTMENT SERVICES LIMITED)

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Execution of Strategic Investment, Share Subscription and Shareholders' Agreement with K Globes Digital Media Private Limited

Dear Sir/Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that PRO CLB Global Limited has executed a Strategic Investment, Share Subscription and Shareholders' Agreement with K Globes Digital Media Private Limited on 29th July, 2026.

The Agreement provides the framework for strategic investment by the Company in K Globes Digital Media Private Limited through subscription to equity shares in one or more tranches, subject to the terms of the Agreement and applicable laws.

A copy of the executed Agreement is enclosed herewith for your information and record.

Kindly take record of the same.

Thanking You
Yours faithfully

For PRO CLB GLOBAL LIMITED

HEMANT KUMAR SHANTILAL MEHTA
Digitally signed by HEMANT KUMAR SHANTILAL MEHTA
Date: 2026.07.29 10:50:17 +05'30'

Hemant Shantilal Mehta
Director
DIN: 05303980

Encl.: Strategic Investment, Share Subscription and Shareholders' Agreement dated 29th July, 2026.

STRATEGIC INVESTMENT, SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This Agreement is executed on this 29th day of July, 2026.

BETWEEN

PRO CLB GLOBAL LIMITED

(CIN: L74899DL1994PLC058964)

having its Registered Office at:

Plot No.102, Magazine Floor, Pocket-B, Sector-4, DSIDC, Bawana, New Delhi –110039

and Corporate Office at:

407, Orbit, Rajpath Rangoli Road,

Bodakdev, Ahmedabad –380054

(hereinafter referred to as **"PCGL"** or **"Investor"**)

OF THE FIRST PART

AND

K GLOBES DIGITAL MEDIA PRIVATE LIMITED

(CIN U63910GJ2026PTC175825)

having its Registered Office at

World Centre,

Office No.303-305,

Ashram Road,

Ahmedabad-380009

(hereinafter referred to as **"KGDMPL"** or **"Company"**)

OF THE SECOND PART

RECITALS

A. KGDMPL is engaged in the business of television broadcasting, digital media platforms, financial news, business communication, print publications, digital marketing and allied media activities.

B. The Parties entered into a Memorandum of Understanding dated 01 June 2026 for strategic collaboration and for making KGDMPL a subsidiary of PCGL, subject to definitive agreements.

C. The Parties now desire to enter into this legally binding Agreement governing the strategic investment, subscription of equity shares, management rights and future relationship.

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1. OBJECT

The objective of this Agreement is:

- development of Kubera Now Media Network;
- digital broadcasting;
- TV Channel;
- digital portal;
- print publications;

- corporate communication;
- media production;
- financial news;
- digital marketing;
- all allied media businesses.

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2. STRATEGIC ASSOCIATION

Immediately upon execution,

KGDMPL agrees that PCGL shall become its Strategic Investor and Strategic Holding Company.

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3. SHARE SUBSCRIPTION

The Parties agree that:

(a) PCGL may, from time to time, subscribe to fresh Equity Shares of KGDMPL by investing an aggregate amount of **up to INR 30,00,00,000 (Indian Rupees Thirty Crore Only)** in one or more tranches, subject to the terms of this Agreement and applicable law

(b) Every allotment shall be approved by the Board of Directors of KGDMPL.

(c) Every allotment shall comply with:

- Companies Act, 2013
- FEMA (where applicable)
- Income Tax Act
- Articles of Association
- applicable statutory provisions.

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4. MAXIMUM SHAREHOLDING

The Parties agree that:

PCGL shall be entitled to subscribe to such number of Equity Shares from time to time so that its aggregate shareholding may increase **up to 90% of the paid-up equity share capital** of KGDMPL.

The percentage shall be achieved through one or more rounds of fresh allotment of shares.

No transfer of existing shares shall be compulsory.

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5. NO FIXED INVESTMENT COMMITMENT

The Parties agree that PRO CLB GLOBAL LIMITED ("PCGL") intends to invest an aggregate amount of up to INR 30,00,00,000 (Indian Rupees Thirty Crore Only) in K GLOBES DIGITAL MEDIA PRIVATE LIMITED ("KGDMPL"), which shall be invested in one or more tranches by way of subscription to fresh Equity Shares or such other securities as may be mutually agreed.

Investment shall be made entirely at the discretion of PCGL depending upon:

- project requirements;
- business growth;
- financial capability;
- regulatory approvals;

- valuation;
- Board approvals.

Neither Party shall have any right to compel the other Party to invest any specified amount.

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6. USE OF FUNDS

Amounts subscribed by PCGL shall be utilised only for:

- media expansion;
- television broadcasting;
- Kubera Now;
- technology;
- software;
- content creation;
- marketing;
- working capital;
- acquisition of licences;
- any other business approved by the Board.

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7. MANAGEMENT RIGHTS

Immediately after PCGL acquires majority shareholding,

PCGL shall have the right to:

- appoint majority Directors;
- nominate Managing Director;
- nominate CFO;
- nominate Company Secretary (where applicable);
- appoint Internal Auditor;
- appoint Statutory Auditor (subject to law);
- approve annual budget.

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8. RESERVED MATTERS

Without prior written consent of PCGL, KGDMPL shall not:

- issue further shares;
- alter capital;
- amend Articles;
- borrow beyond Board-approved limits;
- dispose of substantial assets;
- create charge over assets;
- enter into merger;
- liquidation;

- change business objects.

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9. REPRESENTATIONS

KGDMPL represents that:

- incorporation is valid;
- no winding-up proceedings exist;
- statutory records are maintained;
- all information supplied is true;
- no undisclosed liabilities exist.

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10. WARRANTIES

KGDMPL warrants:

- ownership of intellectual property;
- legality of licences;
- compliance with applicable laws;
- tax compliance;
- no pending fraud investigation.

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11. FUTURE FUNDING

If additional funds become necessary,

PCGL shall have the first right to subscribe.

If PCGL declines,

KGDMPL may induct new investors only with prior written approval of PCGL.

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12. PRE-EMPTIVE RIGHTS

Whenever KGDMPL proposes to issue shares,

PCGL shall have first right to subscribe.

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13. LOCK-IN

Existing promoters shall not transfer controlling interest for three years without written approval of PCGL.

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14. INFORMATION RIGHTS

KGDMPL shall provide:

- monthly MIS;
- quarterly financials;
- annual audited accounts;
- cash flow;
- budgets;

- project progress.

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15. BOARD MEETINGS

Board meetings shall be conducted in accordance with the Companies Act, 2013.

At least one nominee director of PCGL shall be present for quorum in respect of Reserved Matters.

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16. CONFIDENTIALITY

Both Parties shall keep confidential all commercial, financial and technical information exchanged under this Agreement.

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17. NON-COMPETE

The promoters of KGDMPL shall not establish any competing Gujarati business news platform without prior written approval of PCGL during the term of this Agreement and for two years thereafter.

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18. INTELLECTUAL PROPERTY

All trademarks, domain names, copyrights and media assets created after execution shall belong to KGDMPL unless otherwise agreed.

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19. EVENTS OF DEFAULT

Default shall include:

- fraud;
- material breach;
- insolvency;
- misrepresentation;
- diversion of funds;
- unauthorized issue of shares.

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20. TERMINATION

Either Party may terminate for material breach after providing 30 days' written notice to cure the default.

Termination shall not affect accrued rights or obligations.

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21. GOVERNING LAW

This Agreement shall be governed by the laws of India.

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22. DISPUTE RESOLUTION

Any dispute shall first be resolved amicably.

Failing settlement within 30 days, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The seat and venue of arbitration shall be **Ahmedabad, Gujarat**.

23. ENTIRE AGREEMENT

This Agreement supersedes the Memorandum of Understanding dated 01 June 2026 and constitutes the complete agreement between the Parties in relation to the subject matter.

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24. EXECUTION

For **PRO CLB GLOBAL LIMITED**

Authorised Signatory

Name: Hemant Shantilal Mehta

Designation: Director

DIN: 05303980

Date: 29/07/2026

HEMANT KUMAR SHANTILAL MEHTA

Digitally signed by HEMANT KUMAR SHANTILAL MEHTA
Date: 2026.07.29 10:45:26 +05'30'

For **K GLOBES DIGITAL MEDIA PRIVATE LIMITED**

Authorised Signatory

Name: Monil Navinchandra Vora

Designation: Director

DIN: 09627136

Date: 29/07/2026

MONIL N VORA

Digitally signed by MONIL N VORA
Date: 2026.07.29 10:46:05 +05'30'
