



MPS Limited

A-1, Tower A, 4th Floor, Windsor IT Park, Sector 125, Noida
Tel: +91 120 4599 750

Ref: MPSL/SE/106/2025-26

Date: 04 February 2026

National Stock Exchange of India Limited

Exchange Plaza, 5th Floor, Plot no. C/1,
G Block, Bandra - Kurla Complex, Bandra (East),
Mumbai - 400 051, India

Symbol: MPSLTD

ISIN: INE943D01017

BSE Limited

Department of Corporate Services
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai- 400001, India

Scrip Code: 532440

ISIN: INE943D01017

Dear Sirs,

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)

This is pursuant to Regulation 30 read with Para B of Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) and SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30 January 2026, and in continuation of our earlier intimations dated 30 January 2026, wherein it was informed that MPS North America LLC (“**MPS NA LLC**”), a wholly-owned subsidiary of MPS Limited (“**the Company**”), has entered into a Stock Purchase Agreement (“**SPA**”) dated 30 January 2026, for the acquisition of 100% stake in Unbound Medicine, Inc., Delaware, USA, for a total consideration of **USD 16.50 Million** (subject to customary adjustments), payable in accordance with the terms and conditions set out in the SPA and other definitive transaction documents.

In this regard, we wish to inform you that the proposed acquisition by MPS NA LLC is intended to be funded through a combination of internal accruals and external borrowings. Accordingly, MPS NA LLC has agreed to avail the following funding arrangements, in one or more tranches, to partially finance the acquisition consideration:

1. Inter-company loan from American Journal Experts, LLC, North Carolina (a wholly-owned subsidiary), aggregating to USD 3.00 Million;
2. Inter-company loan from the Company, aggregating to USD 1.94 Million; and
3. Term loan facility proposed to be availed by the Company from ICICI Bank Limited, aggregating to INR 420.00 million, the proceeds of which shall be utilised towards equity infusion into MPS NA LLC.

In this regard, the Company proposes to infuse equity aggregating to USD 9.81 million into MPS NA LLC, for the purpose of partially funding the proposed acquisition. The said equity infusion shall be funded through a combination of internal accruals and the aforesaid term loan from ICICI Bank Limited and shall be undertaken in compliance with the applicable provisions of the Foreign Exchange Management Act, 1999, and the Foreign Exchange Management (Overseas Investment) Rules and Regulations, 2022.

MPS NA LLC shall continue to remain a wholly owned subsidiary of the Company before and after the equity infusion, with the Company’s shareholding remaining unchanged at 100% on both a pre-infusion and post-infusion basis.

The detailed terms and conditions of the aforesaid inter-company loans and the proposed term loan facility, as required to be furnished in compliance with Regulation 30 read with Para B of Part A of Schedule III of the SEBI Listing Regulations and SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30 January 2026, are enclosed as “**Annexure A**”.

www.mpslimited.com



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In addition, the acquisition may be partially funded through inter-company loans from other group entities as part of the overall funding structure. Such inter-company funding, if any, shall not be material in nature.

The aforesaid funding arrangements are being undertaken in compliance with applicable laws, rules, and regulations, and the Company has obtained all necessary internal approvals in this regard.

The above disclosure is being made pursuant to Regulation 30 of the SEBI Listing Regulations. Any subsequent development, modification, or further information, if material, shall be disclosed in accordance with applicable law within the prescribed timelines.

This is for your kind information and records.

Thanking you,

Yours Faithfully,
For **MPS Limited**

Raman Digitally signed
by Raman Sapra
Sapra Date: 2026.02.04
22:08:08 +05'30'

Raman Sapra
Company Secretary and Compliance Officer

Encl: As Above

Details as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30 January 2026:

S. No.	Particulars	Details		
		1	2	3
1.	Name(s) of parties with whom the agreement is entered;	American Journal Experts, LLC (AJE LLC) and MPS North America LLC, USA (“MPS NA LLC”)	MPS Limited (“Company”) and MPS North America LLC, USA (“MPS NA LLC”)	MPS Limited (“Company”) and ICICI Bank Limited
2.	Purpose of entering into the agreement;	To provide inter-company funding to support part-financing of the proposed acquisition.	To provide inter-company funding to support part-financing of the proposed acquisition.	To avail a term loan facility, including equity infusion into MPS NA LLC, USA, towards part-funding for the proposed acquisition and other corporate purposes.
3.	Size of agreement;	Loan aggregating to USD 3.00 Million.	Loan aggregating to USD 1.94 Million.	Sanctioned Limits: Term Loan: INR 420.00 Million.
4.	Shareholding, if any, in the entity with whom the agreement is executed;	AJE LLC is a wholly-owned subsidiary of MPS NA LLC.	MPS NA LLC is a wholly-owned subsidiary of the Company.	The Company does not hold any shareholding in ICICI Bank Limited.
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure, etc.;	The Significant terms are detailed in S.No. 9 below. The Agreement does not contain terms pertaining to the right to appoint directors, the first right to share subscription in case of issuance of shares, or the right to restrict any change in capital structure.	The Significant terms are detailed in S.No. 9 below. The Agreement does not contain terms pertaining to the right to appoint directors, the first right to share subscription in case of issuance of shares, or the right to restrict any change in capital structure.	The Significant terms are detailed in S.No. 9 below. The Agreement does not contain terms pertaining to the right to appoint directors, the first right to share subscription in case of issuance of shares, or the right to restrict any change in capital structure. Promoter holding to be maintained above 50%.
6.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	AJE LLC is a wholly-owned subsidiary of MPS NA LLC. The transaction does not involve the promoter and promoter group.	MPS NA LLC is a wholly-owned subsidiary of the Company. The transaction does not involve the promoter and promoter group.	No

7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Yes, the transaction constitutes a related party transaction between two wholly owned subsidiaries and is undertaken on an arm’s-length basis.	Yes, the transaction constitutes a related party transaction between the Company and its wholly owned subsidiary and is undertaken on an arm’s-length basis.	The transaction does not fall within the ambit of related party transactions under the applicable provisions of the Companies Act, 2013, and SEBI (LODR) Regulations 2015.
8.	In case of issuance of shares to the parties, details of the issue price, class of shares issued;	Not Applicable	Not Applicable	Not Applicable
9.	In case of loan agreements, details of the lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders /by the borrowers for such loan, or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	<p>Lender: American Journal Experts, LLC;</p> <p>Borrower: MPS North America LLC, USA;</p> <p>Nature of Loan: Inter-company loan;</p> <p>Total amount of loan: USD 3.00 Million;</p> <p>Date of execution: 04 February 2026;</p> <p>Security: Unsecured</p> <p>Rate of Interest: Interest at the rate of 3.79% per annum, being determined in accordance with the Applicable Federal Rates (AFR) for mid-term loans;</p>	<p>Lender: MPS Limited;</p> <p>Borrower: MPS North America LLC, USA;</p> <p>Nature of Loan: Inter-company loan;</p> <p>Total amount of loan: USD 1.94 Million;</p> <p>Date of execution: 04 February 2026;</p> <p>Security: Unsecured</p> <p>Rate of Interest: Interest at the rate of 8.69% per annum, calculated in accordance with the Safe Harbour Rules under the Indian Transfer Pricing Regulations, being determined as SOFR plus 445 basis points;</p>	<p>Lender: ICICI Bank Limited;</p> <p>Borrower: MPS Limited;</p> <p>Nature of Loan: Rupee Term Loan;</p> <p>Total amount of loan: INR 420.00 Million;</p> <p>Date of execution: 04 February 2026;</p> <p>Security: Exclusive charge over current assets and movable fixed assets of the borrower.</p> <p>Rate of Interest: Interest at a rate of 7.85% per annum linked to I-MCLR-1M;</p>



10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Not Applicable	Not Applicable	Not Applicable
11.	In case of termination or amendment of the agreement, the listed entity shall disclose additional details to the stock exchange(s): i.name of parties to the agreement; ii.nature of the agreement; iii.date of execution of the agreement; iv.details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable	Not Applicable	Not Applicable