



ESDS SOFTWARE SOLUTION LIMITED

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ESDS EMPLOYEES STOCK OWNERSHIP PLAN – 2021



CIN U72200MH2005PLC155433





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This **ESDS Employees Stock Ownership Plan - 2021** (hereinafter referred to as “**ESDS ESOP - 2021**” or “**Scheme**”) is adopted as amended and restated pursuant to and under the authority granted in terms of approval by the shareholders in their meeting on August 27, 2021¹ and in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and the applicable provisions of the Companies Act, 2013 and the rules framed thereunder. This Scheme is subject to the regulations prescribed by Securities and Exchange Board of India (“**SEBI**”) and other applicable Law for the time being in force.

This Scheme applies to all Employees (as defined herein below). The Committee shall decide the entitlement of each Employee based on his/her level, grade, seniority, and other relevant factors.

This Scheme shall come into force on August 9, 2021 (“**Effective Date**”).

SECTION -1

OBJECTIVES

The objectives of this Scheme are:

- (a) to enable the Company and its Subsidiaries and its Associates to attract and retain talented human resources by offering them the opportunity to acquire a continuing equity interest in the Company which will reflect their efforts in building the growth and the profitability of the Company;
- (b) to provide Employees an opportunity for investment in the Company's equity in recognition of their efforts to grow and build the Company; and
- (c) to reward the Employees on the basis of certain performance criteria.

SECTION-2

DEFINITION & INTERPRETATION

The terms defined in this section shall, for all purposes of this Scheme, have the meanings herein specified.

- (a) “**Associate Company**” means a company as defined under Section 2(6) of the Companies Act, as amended from time to time and includes any future Associate Company of ESDS Software Solution Limited, whether incorporated in India or outside;
- (b) “**Award**” means a written Award Agreement between an Employee and the Company, in the form set out in Annexure 1, confirming the Grant of the Option, and evidencing the terms and conditions upon which they may be exercised and sold;

¹ The Scheme was amended pursuant to the special resolution of the Shareholders of the Company dated 25.01.205.



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- (c) **“Board”** means the board of directors of the Company including any duly constituted committee as the context requires;
- (d) **“Company”** means ESDS Software Solution Limited which term shall include its successor and assigns;
- (e) **“Committee”** means the Nomination and Remuneration Committee of the Company, or such other committee of the Board constituted as per the SBEB Regulations;
- (f) **“Employee”** means
 - 1. an employee as designated by the Company, who is exclusively working in India or outside India;
 - 2. a director of the Company, whether a whole-time director or not, including a non-executive director who is not a Promoter or member of the Promoter Group, but excluding an independent director; or
 - 3. an employee as defined in clauses (1) or (2) above, of a group company including Subsidiary or its Associate Company, in India or outside India, of the Company, or of a holding company of the Company,

but does not include:

- (i) an employee who is a Promoter or a person belonging to the Promoter Group; or
- (ii) a director who, either himself or through his/her relative or through any body corporate, directly or indirectly, holds more than 10 (ten) percent of the outstanding Shares of the Company
- 4. any other category of employees of the Company or its Subsidiaries or its Associate Company or holding company, which may be defined as such under the SBEB Regulations at the relevant time.
- (g) **“Employee Compensation”** means the total cost incurred by the Company towards employee compensation, including, basic salary, dearness allowance, other allowances, bonus, and the value of all perquisites provided (if any), but does not include:
 - 1. the fair value of the Option granted under an employee stock option scheme;
 - 2. the discount at which shares are issued under an employee stock purchase scheme;
 - 3. any value of performance linked incentive/pay paid during the year; and
 - 4. any value of group-wide benefit such as insurance premium for medical, accidental, life, any food/transport subsidy etc.



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- (h) **“Exercise”**, in relation to Options, means making of an application by an Employee to the Trust for transferring Shares against vested Options pursuant to this Scheme;
- (i) **“Exercise Notice”** means the notice by which an Employee exercises his/her Options in the form prescribed in Annexure 2;
- (j) **“Exercise Period”** means a period of 4 (four) years after Vesting, or such extended period as may be deemed fit by the Committee and which may vary for different Employees, within which the Employee should Exercise his/her vested Options;
- (k) **“Exercise Price”** means the price payable by an Employee for the Exercise of the Options granted to such an Employee under ESDS ESOP 2021 or any other price as may be determined by the Committee but at least equal to the face value of the Shares;
- (l) **“Exercise Window”** means such time period during each financial year within which the Committee shall allow Exercise of Vested Options of the Grantees in pursuance of this Scheme and in accordance with such rules and procedures as may be specified by the Committee at the start of each such Exercise Window. It is important to note that post listing of the Shares of the Company the Exercise Window shall not be opened during any black-out period as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

For the avoidance of doubt, note that Exercise Window may be opened multiple times within a financial year subject to applicable Law and the rules for each such Exercise Window shall be prescribed by the Committee.

- (m) **“Governmental Authority”** means any government, state or political subdivision thereof, national or supranational body, public international organization, department, agency or instrumentality of a foreign or other government, including any state-owned or state controlled instrumentality of a government, or any Person or body exercising executive, legislative, judicial, regulatory or administrative functions on behalf of any of them; and includes all relevant securities commissions, stock exchange authorities, foreign investment authorities, Taxing Authorities, courts, tribunals and similar entities or authorities;
- (n) **“Grant”** means the process pursuant to which specified number of Options are granted to the Employees under ESDS ESOP 2021;
- (o) **“Grantee”** means an Employee who has been granted an Option under this Scheme by way of an Award, and has signed his/her acceptance thereof, in accordance with the terms and conditions set forth in this Scheme;
- (p) **“Law”** means any constitution, law, by-law, treaty, statute, ordinance, code, rule, regulation, executive order, administrative order or other order, judgment or determination of any Governmental Authority,



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or applicable principle of common or civil law, whether in effect as of the date of this Scheme or thereafter, including, the Indian Trust Act, 1882, Companies Act, 2013, read with the Companies (Share

Capital and Debenture) Rules, 2014, the SBEB Regulations and the SEBI (Prohibition of Insider Trading) Regulations, 2015, Securities And Exchange Board Of India (Listing Obligations And Disclosure Requirements) Regulations, 2015 as amended from time to time;

- (q) **“Option”** means the option granted to an Employee that gives him/her a right to purchase, at a future date and at the Exercise Price, the Shares offered by the Company. This is a right but not an obligation granted to an Employee under this Scheme as amended to apply for and receive Shares of the Company at the Exercise Price, during or within the Exercise Period and subject to the requirements of Vesting. Each Option granted would represent the right to apply for 1 (one) Share of the Company;
- (r) **“Long Leave”** means the approved leave availed by any Employee for health-related reasons, maternity or for pursuing education which is more than the prescribed leave by 3 days which an Employee is entitled to in a financial year in accordance with the policies of the Company;
- (s) **“Promoter”** shall have the meaning ascribed to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- (t) **“Promoter Group”** shall have the meaning ascribed to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- (u) **“Scheme”** means this ESDS Employees Stock Ownership Plan – 2021 or ESDS ESOP – 2021;
- (v) **“SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulation, 2021;
- (w) **“Secondary Acquisition”** means acquisition of existing shares of the Company by the Trust, on a delivery basis, on the platform of a recognized stock exchange for cash consideration;
- (x) **“Share”** means equity shares of the Company of a face value of Rs. 1/- each;
- (y) **“Subsidiary”** means any present or future subsidiary as defined under the Companies Act, 2013, incorporated in India or outside India;
- (z) **“Trust”** means the ESDS Employee Benefit Trust, established under the provisions of the Indian Trusts Act, 1882, read with SEBI SBEB Regulations, and its successor trust if any, or any other alternative trust established to implement this Scheme;
- (aa) **“Trustee”** means a trustee of the Trust;



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- (bb) **“Vesting”** means the process by which an Employee becomes entitled to receive the benefit of a Grant under ESDS ESOP 2021; and
- (cc) **“Vesting Period”** means the period commencing from the date of Grant and ending on the date on which the Grantee becomes eligible to Exercise the Options.

All other expressions unless defined herein shall have the meaning as ascribed thereto under the Securities and Exchange Board of India Act, 1992, the Securities Contract (Regulation) Act, 1956, the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, and/or the SBEB Regulations.

INTERPRETATION

In this document, unless otherwise provided or unless the subject or context otherwise requires:

- (a) words denoting the singular shall include the plural and vice-versa;
- (b) the words importing a gender include every gender;
- (c) words denoting company include body corporate, corporations and trusts and vice-versa;
- (d) words denoting the whole include a reference to any part thereof;
- (e) heading and bold type face are only for convenience and shall not affect the interpretation hereof except when used to define terms;
- (f) words and expressions used and not defined in this Scheme but defined in the Trust Deed and in the relevant provisions of any applicable Law, shall have the meanings respectively assigned to them first in the Trust Deed and then in the applicable Law, as the context requires;
- (g) references to Clauses, Annexures and Sections are to the Clauses, Annexures and Sections of this Scheme;
- (h) references to any document or agreement, including this Scheme, shall be to such document or agreement as amended, novated, supplemented, varied, or replaced from time to time;
- (i) references to “this Scheme” means this Scheme together with its recitals and schedules or annexures;
- (j) the words “including”, “include” and “in particular” shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words and shall be deemed to be followed by the phrase “without limitation”; and





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- (k) references to any statute or statutory provision or rule or regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted, and to any subordinate legislations made under such provisions.

SECTION – 3

IMPLEMENTATION OF THE SCHEME

- (a) The Company proposes to implement the Scheme through the trust route for which a separate shareholder approval would be obtained. The Company believes that the implementation of this Scheme through an irrevocable trust route will be in the best interests of the Company, its shareholders and will enable the Company to retain quality talent. In case of multiple schemes being implemented through Trust, the Trust shall keep and maintain proper books of accounts, records and documents, for each of the Scheme.
- (b) If circumstances warrant, the Company may change the mode of implementation of the Scheme, by obtaining a fresh approval of the shareholders by a special resolution, prior to implementing such a change. Such change shall not be prejudicial to the interest of the Employees.
- (c) The Trust shall transfer the Shares to the Grantees in the manner specified by the Committee. The Trustee(s) of the Trust shall administer the transfer of Shares to the Grantee as per the directions of the Committee and as stipulated in this Scheme.
- (d) The Trust shall be governed by the trust deed formulated by the Committee and shall contain the minimum provisions as specified in SBEB Regulations. The trust deed and any modifications thereto shall be filed with the stock exchange(s) where the Shares of the Company are listed.
- (e) The Trustee will ensure that appropriate approval from the shareholders has been obtained by the Company in order to enable the Trust to implement the Scheme and undertake Secondary Acquisition within the limits permissible under SBEB Regulations or subscribe to fresh allotment from the Company for the purposes of the Scheme.
- (f) The Trustees shall be shown a non-promoter and non-public shareholder in the disclosure to the recognized stock exchanges and the Trustees shall not vote in respect of the Shares held by the Trust.
- (g) Subject to the provisions of the applicable Law, the Company or any other lender may provide loan to the Trust to acquire the Shares in accordance with such other terms and conditions as may be provided in the loan agreement to be entered into with the Trust, for the purpose of implementing the Scheme.
- (h) For the purposes of this Scheme, the Trust may acquire Shares of the Company either through fresh allotment from the Company or by way of Secondary Acquisition subject to the limits specified under SBEB Regulations.



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- (i) The Shares acquired by the Trust through Secondary Acquisition shall be appropriated and backed-up by Grants under the Scheme within the timeframe provided under the SBEB Regulations.
- (j) In accordance with the Scheme, the Trust will transfer the Shares to eligible Employees on Exercise of Options under the Scheme.
- (k) The Trust shall comply with the SBEB Regulations at all times and to that extent, the Trust shall not deal in derivatives, and shall undertake only delivery-based transactions for the purposes of secondary acquisition as per applicable Law. Share acquired through Secondary Acquisition must be held by the Trust for a minimum of 6 months except as permitted under the SEBI SBEB Regulations. Further, the Trust shall not work as a mechanism for trading in Share and hence shall not sell the Share in secondary market except as permitted under the SEBI SBEB Regulations.
- (l) The Trust shall abide by and adhere to the requirements of the Insider Trading Code of Conduct of the Company and shall make appropriate disclosures, wherever required under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

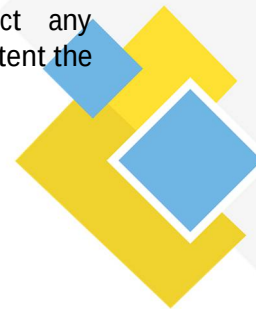
SECTION – 4

SCHEME ADMINISTRATION

- (a) The Committee shall, *inter alia*, formulate the detailed terms and conditions of this Scheme which shall include provisions specified by applicable Law. The Committee shall also, subject to applicable Law, have the power to amend this Scheme and correct any defects or remove any difficulties arising out of the implementation of this Scheme.
- (b) The Committee shall frame suitable policies and procedures to ensure that there is no violation of securities Law, as amended from time to time, including SEBI (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Committee, the Company, and the Employees, as applicable.
- (c) The Committee shall be entitled to invite any person to attend its meetings and participate in the discussions and deliberations if it may so deem fit. The Committee, in exercise of its powers, may require any information from the management of the Company, and/or seek the assistance of any Employee of the Company as it may deem fit, to discharge its duties fully and effectively.
- (d) This Scheme shall be supervised by the Committee, which may, subject to compliance with applicable Law, delegate its duties and powers in whole or in part as it may determine. The Committee is authorised to interpret this Scheme; to establish, amend and rescind any rules and regulations relating to this Scheme; and to make any other determinations that it deems necessary or desirable for the administration and implementation of this Scheme. The Committee may correct any defect or omission, or reconcile any inconsistency in this Scheme, in the manner and to the extent the



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Committee deems necessary or desirable. Subject to applicable Law, any decision of the Committee in the interpretation and administration of this Scheme, shall lie within its sole and absolute discretion, and shall be final, conclusive and binding on all parties concerned (including the Employee and their nominees). The Committee shall, *inter-alia*, have the power to do the following:

- (i) formulate and adopt forms, agreements, rules, and regulations for implementing this Scheme from time to time;
- (ii) determine the terms and conditions, not inconsistent with the terms of this Scheme, of any Shares acquired hereunder and, subject to applicable Law, modify or add to all or any of the rights and obligations of the Grantee/ nominees;
- (iii) formulate the terms and conditions of Grant, Vesting and Exercise of Options, in case of Employees who are on Long Leave;
- (iv) decide all other matters in connection with the Shares under this Scheme in accordance with the applicable Law;
- (v) determine the conditions under which Options may vest in Employees and may lapse in case of termination of employment for misconduct;
- (vi) construe and interpret the terms of this Scheme;
- (vii) determine the right of an Employee to Exercise all the Options Vested in him/her at one time or at various points in time within the Exercise Period;
- (viii) determine the specified time period within which the Employee shall exercise the Vested Options in the event of termination or resignation of an Employee;
- (ix) formulate the procedure for funding the Exercise of Options;
- (x) formulate the procedure for buy-back of specified securities issued under the SBEB Regulations, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - i. permissible sources of financing for buy-back;
 - ii. any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - iii. limits upon quantum of specified securities that the Company may buy-back in a financial year.
- (xi) formulate various and/or separate sets of special terms and conditions in addition to those set out herein or in the terms of any Shares, to apply to any Grantee(s)/ nominee(s) or sets of Grantee(s)/ nominee(s); and



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- (xii) any other specific function as may be delegated to it by the Board and/or as may be required to be performed under applicable Law.
- (e) All decisions made by the Committee in the matters referred to above shall be conclusive and binding on all parties concerned (including, the Grantees and their nominees). Neither the Company nor the Board/Committee shall be liable for any action or determination made with respect to this Scheme or any Share acquired there under.
- (f) The powers and functions of the Committee can be specified, varied, altered, or modified from time to time by the Board subject to the applicable Law. The Board may further provide that the Committee shall exercise certain powers only after consultation with the Board; and in such case, the said powers shall be exercised accordingly.
- (m) Each Grantee shall be provided a copy of this Scheme and a copy of the Award.
- (n) The Trust shall maintain such records and data as may be required to implement this Scheme.
- (o) The Trust shall make available to every Grantee, the financial statements of the Company on an annual basis through intranet and on the website of the Company.
- (p) Each Grantee is, upon the same being made available to them, deemed to have read, understood, and accepted the provisions of this Scheme and the Award, which shall, where applicable, bind their nominees.
- (q) The Company shall appoint a registered merchant banker for the implementation of the Scheme covered by the SBEB Regulations until the stage of obtaining in-principle approval from the stock exchanges in accordance with the SBEB Regulations.

SECTION - 5

EFFECTIVE DATE & TERMINATION OF THIS SCHEME

This Scheme shall come into force on 09.08.2021 and modified on 25.01.2025.

This Scheme shall terminate at a discretion of the Committee; and no Grant shall be made under this Scheme after such date.



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SECTION - 6

GRANT OF OPTIONS

1. Quantum of Shares

- (a) The maximum number of Options available for Grant under this ESDS ESOP 2021 shall be 25,00,000 Shares of face value of Rs 1 each. Each Option when exercised will give the right to the Grantee to acquire 1 (one) Share of the Company. For the purpose of this ESDS ESOP 2021, the Share shall be acquired by the Trust by way of voluntary contributions, gifts, or donations from any Person or by way of Secondary Acquisition, subject to necessary approvals in accordance with all applicable Law. The total number of Shares acquired in a financial year pursuant to Secondary Acquisition shall at no time exceed the threshold prescribed by applicable Law. The Trust shall also hold the Shares so acquired for the minimum holding period prescribed under the SBEB Regulations.
- (b) The maximum number of Options that may be granted to each Employee shall vary depending upon the designation and the appraisal / assessment process and shall not exceed 300,000 Options per eligible Employee. However, the Committee reserves the right to decide the number of Options to be granted and the maximum number of Options that can be granted to each Employee in any tranche.
- (c) The number of Options that can be granted to an Employee under this ESDS ESOS, 2021 shall not, at any time, be equal to or exceed one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option, without prior approval of the shareholders by way of a special resolution in a general meeting and shall be subject to the adjustments for any sub-division or consolidation of the Shares. Further, prior approval of the shareholders shall be obtained in the form of a special resolution, as per provisions of the applicable Law in case of Grant of Option to the identified Employees of holding or its Subsidiary or its Associate Company as determined by the Committee at its own discretion.

2. Grant of Options

The Committee shall grant Options to the Employees based on their qualification, experience, performance, hierarchy level in the organization and other related factors.

3. Eligibility

- (a) Employees of all grade are eligible for Options subject to the provisions of this Scheme. The Committee will determine and designate from time to time, Employees to whom Options are to be granted and the number of Options to be granted. The Options shall be granted to such Employees under an Award signed by the authorized signatory of the Company and the Grantee. The proposed Award size / number of Options proposed to be granted shall be as per Annexure 3.



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- (b) In determining the eligibility of an Employee to receive Options under this Scheme, the Committee shall consider the performance of an Employee as indicated by the annual performance appraisal, minimum period of service, the position and responsibilities of an Employee, the nature and value to the Company of his/her services and accomplishments, his/her present and potential contribution to the success of the Company, past service and geographical location and such other factors that the Committee may deem relevant. The Committee however is authorized to change the eligibility criteria from time to time.
- (c) In case of directors, the eligibility would depend on the period for which the office of the director is held by the incumbent or proposed to be held by the incumbent and such other factors as Committee may think appropriate. The Committee at its discretion may consider extending the benefits of this Scheme to a new director.

- (d) Note that Grant of Options (if any) to a Non-Executive Non-Independent Director or to a Director nominated by an institution as its representative on the Board of the Company shall be done in compliance with SBEB Regulations.

4. Terms and Conditions of Options

Options shall be subject to the following terms and conditions, and to such other terms and conditions as shall from time to time be approved by the Committee:

- (a) no Employee shall have any right to demand the Grant of Options, nor shall the Company have any obligation to Grant Options to any Employee;
- (b) it is clearly understood that the Grant or Vesting of any Options to an Employee, per se, does not assure accrual of a benefit or profit;
- (c) each Option granted under this Scheme shall, by its terms, be non-transferable by the Grantee (except by will or the Law of descent and distribution), and shall not be pledged, hypothecated, mortgaged, or otherwise encumbered or alienated in any other manner; and
- (d) upon completion of the Vesting Period, the Grantee shall have the right to Exercise the Options. The completion of the Vesting Period does not by itself entitle the Grantee to any dividends, rights issue or bonus shares until the Options are Exercised and Shares are transferred to the Grantee.

5. Award

The Grant of Options shall be confirmed by an Award which shall be executed by the Company and the concerned Employee, that is, the Grantee, at the time of such Grant. The Award shall expressly state, or incorporate by reference, the provisions of this Scheme. The Grantee is deemed to have read and understood the terms of this Scheme and the Award.



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6. Option Accounting and Disclosure

- (a) In respect of Options granted during any accounting period, the accounting value of the Options shall be treated as another form of Employee Compensation in the financial statements of the Company. The Company shall conform to the disclosures and the accounting policies specified in the applicable accounting standards and Regulation 14 and 15 of the SBEB Regulations.
- (b) Post listing the Company shall ensure compliance with Regulation 30(4) of LODR.
- (c) Post listing the Company shall ensure compliance with Regulation 12 of the SBEB Regulations which states:
 - (i) No fresh grants involving the allotment or transfer of shares to Employees under any scheme formulated prior to the listing and listing of equity Shares ("prior to listing scheme") shall be made unless:
 - i. Such prior to listing scheme is in conformity with the SBEB Regulations;
 - ii. Such prior to listing scheme is ratified by shareholders subsequent to the listing, provided that this ratification may occur at any time before granting new Options or Shares under such prior to listing scheme.
 - (ii) No changes shall be made to the terms of Options issued under prior to listing scheme — whether through repricing, changes in Vesting Period, maturity, or otherwise—unless prior approval of shareholders is obtained via a special resolution. Exceptions to this include adjustments for corporate actions made in accordance with the SBEB Regulations.
 - (iii) For the listing of Shares issued pursuant to Options the Company shall obtain in-principle approval from the recognized stock exchanges where the Shares are proposed to be listed, prior to granting Options.
 - (iv) When the holding company issues Options to Employees of its Subsidiary(ies), the cost incurred by the holding company for such issuance shall be disclosed in the "notes to accounts" of the financial statements of the Subsidiary(ies).
 - (v) In cases where the Subsidiary(ies) reimburses the cost incurred by the holding company for granting Options, both the Subsidiary(ies) and the holding company shall disclose the payment or receipt in the "notes to accounts" of their respective financial statements.
- (d) Post listing of the Shares of the Company, the Company shall make disclosures to the prospective Grantees containing statement of risks, information about the Company and salient features / the scheme document (i.e., this Scheme) in the formats prescribed by SEBI from time to time. In addition, the Company shall, inter alia, disclose either in the Directors report or in the annexure to the Director's report, a description of each employee stock option plan that existed at any time during the year,



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including the general terms and conditions of each employee stock option plan, and such other details as prescribed under the SBEB Regulations and other applicable Law

- (e) Post listing of the Shares of the Company, the Board shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company that the Scheme has been implemented in accordance with the SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

SECTION – 7

VESTING OF OPTIONS

- (a) Each Option granted shall be conveyed to the Grantee in the Award (as set out in Annexure 1), specifying the Vesting date, number of Options granted, the Exercise Price, the Vesting schedule of the Option, the performance linked Vesting conditions of the Options, the earliest date on which the Options under the Grant shall be eligible for Vesting, and other material terms and conditions thereof.

Notwithstanding anything contained in this Scheme, there shall be a minimum Vesting Period of one year for every Option, save and except in the event of death or permanent incapacity of a Grantee.

- (b) In case any Grantee avails Long Leave (except when such Long Leave is a sabbatical), unless the Committee determines otherwise, the period of leave shall be included in calculating the Vesting Period.
- (c) In case of termination of employment, the Options, to the extent not vested before such termination, will lapse on the date of such termination.
- (d) In the event of the death of a Grantee while in employment, all the Options granted to him/her as on the date of his/her death shall, whether or not such Options were exercisable on the date of the Grantee's death, vest in the nominees or legal heirs of the deceased Grantee with effect from the date of his/her death.
- (e) In the event of permanent incapacity of the Grantee while in employment, all the Options granted to the Grantee as on the date of such permanent incapacitation shall, whether or not such Options were vested on the date of the Grantee's permanent disability, forthwith vest on such date in him/her or the designated nominees or his legal heirs.
- (f) Subject to applicable Law, in case of retirement of an Employee in accordance with the retirement policy of the Company, all the Options granted to him/her till such date shall, whether or not such Options were vested on the date of the Grantee's retirement, would continue to vest in the Employee as per the Vesting schedule as specified in the Award, subject to compliance with the performance conditions as mentioned in the Award.



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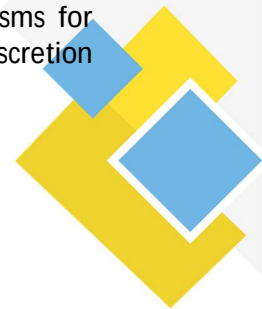
- (g) In cases where an Employee is undergoing any disciplinary inquiry in accordance with the Company's policies, or the Company discovers that the Employee had committed any act which would enable the Company to terminate his employment for "Cause" (as defined hereinafter), the Committee may at its discretion, delay the vesting, lapse, expire or forfeit all or part of the vested or unvested Options which are held by such Employee.
- (h) In cases where Options, whether vested or unvested, lapse or expire or are forfeited for any reason, the Committee may grant the Options to any other Employee. The Options so granted shall be subject to the terms and conditions of this ESDS ESOP 2021.

SECTION – 8

EXERCISE OF OPTIONS

A Grantee has the right to convert any number of his /her vested Options into Shares in full or in tranches at any time during the Exercise Period subject to the following conditions:

- (a) Subject to the provisions of Section 7 and Section 10, the Option can be Exercised by the Grantee anytime within the Exercise Window(s), provided it is within the Exercise Period.
- (b) No amount shall be payable by the Grantee at the time of Grant and hence no amount is required to be forfeited even if a Grantee does not Exercise the Vested Options within Exercise Period and accordingly no adjustment is required to be made for the same.
- (c) The Option may be Exercised by the Grantee only by issuing an Exercise Notice to the Trust specifying the number of Options to be Exercised. The Option shall be deemed to be Exercised when the Grantee pays to the Company a consideration equal to the respective Exercise Price of the Option and upon the satisfaction of the tax liability.
- (d) As soon as practicable on receipt of the notice of Exercise of Options and receipt of consideration thereof, the Trust shall make necessary arrangements for transfer of Shares in lieu thereof.
- (e) If the Shares of the Company are listed on a stock exchange at the time of the Exercise of any of his/her Options by a Grantee, he/she shall have the option to receive cash in lieu of Shares. The Grantee may exercise this option by giving a notice for Cashless Exercise of Options in the format in Annexure 4 of this Scheme, upon the receipt of which the corresponding Shares that would otherwise have been transferred to such Grantee will be sold by the Trust on the stock exchange, and the Grantee will be entitled to receive the difference between the selling price (being the actual price realised on the sale of Shares on the stock exchange) and the Exercise Price for the Options Exercised by him/her after deducting taxes payable on exercise/sale, if any, and other amounts, expenses and charges due from him/her (including that in connection with the sale of Shares). For the purpose of implementing such cashless Exercise, the Trust shall be entitled to specify such procedures and/or mechanisms for Exercise as may be necessary and the same shall be binding on the Grantee. If the Trust in its discretion





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determines that such a sale would result in contravention of the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 or any other applicable Law, then it may not give effect to the cashless Exercise and may instead transfer the necessary Share to the Grantee as it would have if the Exercise had been not cashless.

- (f) The Shares resulting from the Exercise of Options under this Scheme shall rank *pari-passu* in all respects with the then existing Shares of the Company.
- (g) In case the Grantee does not Exercise any Option during the Exercise Period or such earlier date as may be specified, such Option will lapse and no rights for the Grantee with respect to such Options will accrue after that date.
- (h) The Shares transferred to a Grantee upon exercise of Options granted under this Scheme are not subject to any lock in period.
- (i) The Company's or the Committee's obligation to convey to the Grantee/ nominees any Shares upon the Exercise of Options shall be subject to set-off or counterclaim of amounts owed by the Grantee/ nominees to the Company or the Committee to the extent permitted under applicable Law.

SECTION - 9

TAX LIABILITY

- (a) In the event of any tax liability, including any tax liability arising on account of change in the tax Law, relating to this ESDS ESOP 2021 and arising on account of the Grant/Exercise of Options and/or transfer of the Shares to an Employee, the liability shall be that of the Employee alone, and neither the Company nor the Trust shall have any liability in respect thereof; and the Employee shall indemnify the Company and the Trust to the extent of applicable taxes, if any, levied at any point of time upon the Company and/or the Trust in this regard.
- (b) No Shares shall be transferred to the Grantee or his/her nominee, as the case maybe, on Exercise of any Option under this Scheme, unless appropriate taxes as required under the applicable tax Law are discharged by the Grantee or his/her nominee. Such taxes may either be deducted from the Grantee's salary and / or can be separately discharged by the Grantee or his/her nominee by giving a cheque / demand draft to the Company/Trust for the said amount.
- (c) The Company and the Trust shall have the right to deduct from the Grantee's Employee Compensation, any obligation towards tax deductions arising in connection with the Options exercised or the Shares acquired upon the Exercise thereof. The Grantee will also authorize the Trust and the Company in a prescribed format (as per Annexure 5) to sell such number of Shares as would be necessary to discharge obligations in respect of tax deduction at source/recovery of tax paid and appropriate the proceeds thereof on behalf of the Grantee.



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- (d) The Trust shall have no obligation to deliver Shares or to release Shares in pursuance of the Option or make payment arising out of exercise of cashless option, until the Company's tax deducting obligations, if any, have been satisfied by the Grantee or his/her nominee.
- (e) In the case of death of a Grantee, the determination of income, if any, arising on account of the Options granted to him/her, shall be done at the relevant point of time when the Options vest in and/or are exercised by the legal heirs. The tax treatment shall accordingly be determined by the

Company/Trust upon the happening of the respective event in aforesaid scenarios and shall be binding on the Grantee's nominee/legal heirs.

SECTION – 10

TERMINATION

Resignation or Termination of Employment

- (a) If a Grantee's employment with the Company terminates for Cause, then all Options Granted to such Grantee which have not been Exercised before such termination, will lapse on the date of such termination.
- (b) "**Cause**" shall mean, as determined by the Committee, (i) the Grantee engaging in wilful, reckless or grossly negligent misconduct which is determined by the Committee to be detrimental to the interest, monetary or otherwise, of the Company or any of its affiliates, (ii) the Grantee pleading guilty to, or convicted for, a felony, (iii) the Grantee committing fraud, misfeasance, breach of trust, or a material breach of his/her employment agreement with the Company or wrongful disclosure of any secret or confidential information about the Company to any third party, and/or (iv) employment of the Grantee in any other organisation or provision of services by the Grantee for any other organisation, or (v) any act or omission of the Grantee or any other reason, which is determined by the Committee to be detrimental to the interest of the Company.
- (c) If a Grantee's employment with the Company terminates due to voluntary resignation by the Grantee or for any reason other than that stated in this Section 10, then all Options not vested in the Grantee as on the date of termination shall lapse forthwith. However, the Options which are vested but have not been Exercised prior to such termination, can be exercised by the Grantee within the Exercise Window(s) available within **1 (one) month** from the date of such termination. For the avoidance of doubt, note that where no Exercise Window is available within 1 (one) month from the date of such termination, the Grantee shall be eligible to Exercise his / her Vested Options in the next available Exercise Window.
- (d) If a Grantee's employment with the Company terminates because of the completion of his/her employment agreement, then all Options which are not vested at the time of such termination shall



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lapse forthwith. The vested Options can be exercised by such Employee within the Exercise Window(s)

available prior to the expiry of Exercise Period or within **30 days** of date of completion of the employment, whichever is earlier. For the purposes of this clause, employment shall be deemed to have terminated on the last day of such Employee's employment with the Company. For the avoidance of doubt, note that where no Exercise Window is available prior to the expiry of Exercise Period or within 30 days of date of completion of the employment, whichever is earlier, the Grantee shall be eligible to Exercise his / her Vested Options in the next available Exercise Window.

- (e) Any resignation by a Grantee on account of leaving the Company for joining any Associate Company or Subsidiary company of the Company will be regarded as employment transfers within the Company and will not be regarded as resignation or termination under this Section 10; and all Grants made by the Company shall, subject to applicable Law, continue to vest and be exercisable by such Grantee as per this Scheme so long as the Grantee remains in the employment of any Associate Company or Subsidiary.
- (f) In the event that a Grantee, who has been granted benefits under this ESDS ESOP 2021, is transferred pursuant to a scheme of arrangement, amalgamation, merger or demerger or continues in the existing company, prior to the Vesting or Exercise of granted Options, the treatment of Options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger, provided that such treatment shall not be prejudicial to the interest of the Grantee.

Death or Permanent Incapacity while in the employment of the Company

- (g) If a Grantee dies, or suffers permanent incapacitation, while in the employment of the Company, the Granted Options shall vest immediately in him/her or his/her designated nominees or his/her legal heirs; and such Options must be exercised within the Exercise Window(s) available within **6 months** from the date of the Grantee's death or permanent incapacitation, as the case maybe, or such extended time as decided by the Committee in its absolute discretion.

Retirement

- (h) In case a Grantee retires, (i) all Options which have already vested in him/her but not exercised as on the date of retirement, shall be exercisable within the Exercise Window(s) available within **6 months** of the date of retirement, and (ii) all Options which vest in the Grantee as per Section 7(f), shall be exercisable within the Exercise Window(s) available within **6 months** from the date of vesting.

Employment with Subsidiary and Associate Company

- (i) If a Grantee is an employee of a Subsidiary or Associate Company, then all references to the Company in this Section 10 shall be deemed to mean that Subsidiary and Associate Company.



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SECTION – 11

RIGHTS OF AN EMPLOYEE IN STOCK

(a) Rights as a Shareholder:

A Grantee shall have no rights in relation to the Shares until such time as the Exercise Price relating to such Option has been paid and the Shares have been transferred in his/her name.

(b) No Right of Employment:

The Grant of Options under this Scheme does not create a right to continued employment with the Company or its Subsidiaries. Nothing in this Scheme or Award shall interfere with or limit in any way, the right of the Company or Subsidiary to terminate the employment of the Grantee at any time.

SECTION -12

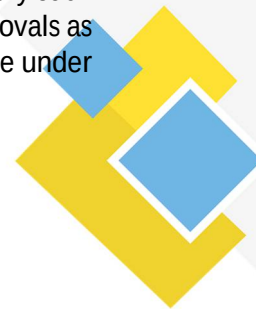
CHANGE IN CAPITAL STRUCTURE AND CORPORATE ACTION

1. Changes in Capital Structure

- (a) The existence of this Scheme and any Award hereunder shall not affect, in any way, the right or power of the Board or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any merger or consolidation of the Company or its Subsidiary, any issue of debt, preferred or prior preference stock ahead of or affecting stock, the authorization or issuance of additional Shares, the dissolution or liquidation of the Company or its Subsidiaries, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.
- (b) (i) Upon changes in the outstanding Shares by reason of a stock dividend, stock split, reverse stock split, sub-division, recapitalization, reclassification, merger, consolidation (whether or not the Company is the surviving corporation), combination or exchange of Shares, separation, or reorganization, or in the event of an extraordinary dividend, "spin-off", liquidation, other substantial distribution of assets of the Company or acquisition of property or stock or other change in the capital of the Company, or the issuance by the Company of Shares without receipt of full consideration thereof, or rights or securities exercisable, convertible or exchangeable for Shares of such capital stock, or any similar change affecting the Company's capital structure, the aggregate number, class and kind of Shares available under this Scheme as to which Options may be granted and the number, class and kind of Shares under each outstanding Option and the Exercise Price per Share applicable to any such Option shall be appropriately adjusted by the Board and / or Committee along with such approvals as may be necessary to preserve the benefits or potential benefits intended to be made available under



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this Scheme or with respect to any outstanding Options or otherwise necessary to reflect any such change, in a manner that the Board and / or the Committee deems fit.

(ii) Fractional Shares resulting from any adjustment in Options pursuant to Section 12(1)(b)(i) shall be aggregated until, and eliminated at, the time of Exercise of the affected Options. Notice of any adjustment shall be given by the Committee to each Grantee whose Options have been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all the purposes of this Scheme.

2. Change in Control

In the event of:

- (a) a stock sale, merger, consolidation, combination, reorganization, or other transaction resulting in change of control over the Company; or
- (b) the liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets or business of the Company other than as stated in Section 12(1)(b)(i);

the Board may take such steps, as it deems fit in its discretion, and on such terms and conditions as it deems appropriate. No Grantee shall have any right to prevent the consummation of any of the foregoing acts affecting the number of Shares available to such Grantee.

3. Corporate Action

- (a) Notwithstanding anything contained under this Scheme, the Committee may, inter alia, formulate the detailed terms and conditions of this ESDS ESOP 2021, including the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of corporate actions, such as, rights issues, bonus issues, stock splits and consolidations, merger, sale of division and others.
- (b) In this regard, the following shall be taken into consideration by the Committee:
 - (i) the number and the price of the Options shall be adjusted in a manner such that total value of the Options remains the same after the corporate action;
 - (ii) for this purpose, global best practices in this area, including the procedures followed by the derivative markets in India and abroad, may be considered;
 - (iii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Grantee.



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SECTION – 13

INTERPRETATION, AMENDMENTS, NOTICES & TERMINATION OF THIS SCHEME

- (a) **Amendments to this Scheme:** Subject to compliance with applicable Law, including the relevant provisions of the SBEB Regulations, and subject to Section 14 below, the Committee may at any time terminate this Scheme or vary or amend it in such respect as the Committee may deem advisable, including in cases of corporate actions referred to in Section 12 above, may change the designation of the class of Employees eligible to receive Options, or may add any material benefit to Grantees under this Scheme.
- (b) **Interpretation & Amendments:** The Trust may make such rules and regulations and establish such procedures for the implementation of this Scheme, as it deems appropriate. In the event of a disagreement as to the interpretation of this Scheme or of any rule, regulation, or procedure or as to any question, right or obligation arising from or related to this Scheme, the decision of the Company (including its Board and the Committee) shall be final.
- (c) **Notices:** All notices required or given under this Scheme shall be in writing; and if to the Trust, shall be delivered to the Trust at the address specified below with a copy to the Company; and if to any Employee shall be delivered personally or mailed to the Employee at the address appearing in the payroll records of the Company. Such address may be changed at any time by a written notice to the other party.

ESDS Employee Benefit Trust

Plot No. B-24 & 25, NICE Area,
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(d) **Termination of this Scheme**

This Scheme shall terminate upon the earliest to occur of the following:

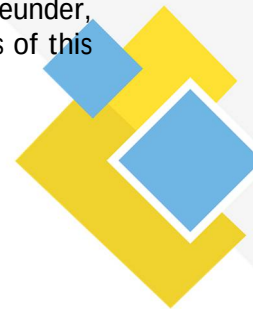
- (i) The effective date of a resolution adopted by the Committee terminating this Scheme;
- (ii) The date all Shares subject to this Scheme are transferred to the Grantees pursuant to this Scheme's provisions; or

No Options may be granted under this Scheme after the earliest to occur of the aforesaid events or dates.

However, Options granted until such event or date shall continue in force pursuant to the terms, and no termination of this Scheme shall affect the previously accrued rights of any Grantee hereunder, except as they may otherwise lapse, forfeited, or terminated in accordance with the terms of this



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Scheme or the Award.

SECTION – 14

VARIATION OF THE TERMS OF ESOP 2021 & RE-PRICING

- (a) The Company may, by special resolution of its shareholders vary the terms of this ESDS ESOP 2021 offered pursuant to an earlier resolution of a general body but not yet exercised by the Employees provided such variation is not prejudicial to the interests of the Grantees.
- (b) The Company shall be entitled to vary the terms of this ESDS ESOP 2021 to meet any regulatory requirements without seeking shareholders' approval by special resolution.
- (c) The provisions of Regulation 6 of the SBEB Regulations shall apply to such variation of terms.
- (d) The notice for passing the special resolution for variation of terms of this ESDS ESOP 2021 shall disclose full details of the variation, the rationale thereof, and the details of the Employees who are the beneficiaries of such variation.

The Company may, in accordance with applicable Law, re-price Options which are not Exercised, whether or not they have been vested, if this ESDS ESOP 2021 were rendered unattractive due to a fall in the price of Shares in the market; provided that such re-pricing is not detrimental to the interests of the Employees and the approval of shareholders by a special resolution has been obtained for such re-pricing.

SECTION - 15

OTHERS

- (a) Nothing contained in this Scheme shall be construed to prevent the Company, directly or through any trust settled by the Company, including the Trust, from implementing any other or future employee ownership plan which is deemed by the Company or the trust to be appropriate or in its best interest, whether or not such other action would have any adverse impact on this Scheme. No Employee or other person shall have any claim against the Company and/or the trust as a result of such action.
- (b) If an Employee is unable to Exercise its Options or otherwise acquire any Shares which are the subject matter of the Options granted, because of any applicable Law, the Company shall not be liable to compensate the Employee in any manner.
- (c) Options granted pursuant to this Scheme shall be subject to such other terms, provisions, and conditions (which need not be identical) not inconsistent herewith as shall be determined by the Committee.
- (d) In the event any Shares are issued by the Company under this Scheme after the Shares of the Company are listed on any recognized stock exchange, such newly issued Shares too shall be listed immediately



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on such stock exchange.

- (e) In the event that any term, condition, or provision of this Scheme is held to be a violation of any applicable Law the same shall be severable from the rest of this Scheme, which shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Scheme.
- (f) The implementation of this Scheme and the acquisition of Shares under this Scheme shall be subject to the procurement by the Company and the Employees of all approvals and permits required by any Governmental Authority having jurisdiction over this Scheme and the Shares acquired pursuant thereto. The Employees will, if requested by the Committee, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.
- (g) In case any Options are granted to any Employee being resident outside India, belonging to the Company or its Subsidiaries or Associate Company, working outside India, the applicable foreign exchange management provisions and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vesting and Exercise of Options thereof.
- (h) The Grantee shall ensure that there is no violation of SEBI Insider Trading Regulations and prevention of Fraudulent and/or Unfair Trade Practices regulations as may be notified by SEBI and/or the stock exchange on which the Shares are listed. The Grantee shall keep the Company, fully indemnified in respect of any liability arising for violation of the above provisions.
- (i) This Scheme shall not confer on any person, any legal or equitable rights against the Company, the Committee, or the Trust, directly or indirectly, or give rise to any cause of action at law or in equity against the Company, the Committee, or the Trust.
- (j) The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Company's auditors or any independent financial advisor in relation to the preparation of any confirmation by them, or provision of any other service in relation to this Scheme but not including brokerage, any fees for the opening of demat accounts or any other ancillary activity which will be communicated by the Company.
- (k) Participation in this Scheme shall not be construed as a guarantee of return on the Shares purchased upon exercise of the Options. The risks associated with investment in Shares are that of the Grantee alone.
- (l) The Company shall comply with the accounting standards for share based employee benefits as prescribed under Ind AS and comply with other requirements as may be prescribed under the applicable Law.



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SECTION – 16

GOVERNING LAW AND JURISDICTION

- (a) The terms and conditions of this Scheme shall be governed by and construed in accordance with the applicable Law of India.
- (b) In case of any dispute arising out of or relating to this Scheme or the associated Award, or to the interpretation, breach, termination or validity of this Scheme, the parties to the dispute must use their best effort to resolve the dispute through consultation or mediation. The consultation or mediation between the disputing parties must begin as soon as practicable after one disputing party has delivered to the other disputing party or parties a written notice setting out the matter of the dispute (Dispute Notice)
- (c) If a dispute is not settled through consultation and mediation within 30 days after the date of the relevant Dispute Notice, the High Court at Mumbai and courts subordinate to it shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.
- (d) Nothing in this clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this Scheme, in any other court of competent jurisdiction; or concurrently in more than one jurisdiction.
- (e) In case any Options are granted to any Employee being resident outside India belonging to the Company / its Subsidiaries / Associate Company, working outside India, the provisions of the Foreign Exchange Management Act, 1999, as amended and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vestings, Exercise of Options, and issue of Shares thereof.

SECTION – 17

CONFIDENTIALITY

- (a) The Grantee must keep the details of the Scheme and all other documents in connection thereto strictly confidential and must not disclose the details with any of his / her peer, colleagues, co-Employees or with any Employee and / or associate of the Company or that of its affiliates or any form of social media. In case the Grantee is found in breach of this clause, the Company shall have undisputed right to terminate any agreement / Grant and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Committee regarding breach of this clause on confidentiality shall be final, binding and cannot be questioned by the Grantee. In case of non-adherence to the provisions of this clause, the Committee shall have the authority to deal with such cases as it may deem fit.



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- (b) On acceptance of the Grant of Option offered by the Company, it shall be deemed as if the Grantee has authorized the Company to disclose information relating to the Grantee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need-to-know basis or if otherwise required under applicable law.






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ANNEXURES 1-5

(Attached separately)



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