



ESDS SOFTWARE SOLUTION LIMITED

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ESDS Employee Stock Option Plan 2024

ESDS Software Solution Limited

Employee Stock Option Plan 2024



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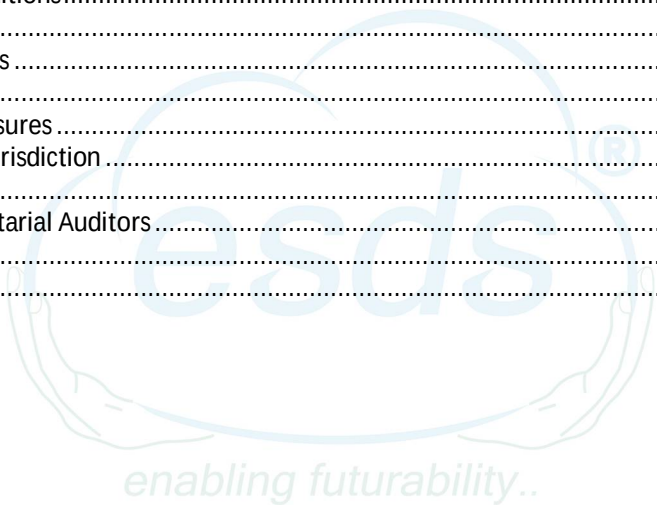


ESDS Employee Stock Option Plan 2024

As approved vide Shareholders' Resolution dated 25.01.2025

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ESDS Employee Stock Option Plan 2024

1. Name, Objectives and Term of the Plan

- 1.1 This Employee Stock Option Plan has been formulated for and on behalf of '**ESDS Software Solution Limited** (CIN: U72200MH2005PLC155433, incorporated in India) and shall be called the '**ESDS Employee Stock Option Plan 2024**' (hereinafter referred to as "**the Plan**") which expression shall include any alterations, amendments or modifications hereto from time to time, for the benefit of Employees of the Company. The Plan has been approved by the Board on 6th December, 2024 and by the shareholders of the Company pursuant to the special resolution passed at the general meeting of the shareholders, held on 25th January, 2025.
- 1.2 The objectives of the Plan are as follows:
- i. To enable the Employees of the Company and its Subsidiaries and its Associates (as defined in clause 2.1), to get a share in the value that they help to create for the Company over a period of time;
 - ii. To attract and retain talented people, who add to the strength of the Company; and
 - iii. To reward Employees for good performance in the past and to motivate similar performance in the future.
- 1.3 This Plan is established with effect from 25th January, 2025 i.e., the date of approval by the shareholders and shall continue to be in force until the earlier of the following two events:
- i. its termination in accordance with Applicable Laws; or
 - ii. the date on which all of the Options available for issuance under the Plan have been issued and exercised (i.e., until the last Option is valid and subsisting).
- 1.4 The Plan has been framed in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("**SEBI SBEB Regulations**"), the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014, each as amended and other applicable rules, regulations and provisions of law for the time being in force and shall be subject to any modifications or amendments or re-enactments thereof. The Compensation Committee may subject to compliance with Applicable Laws, at any time alter, amend, vary, suspend or terminate the Plan.

2. Definitions and Interpretations

- 2.1 The following definitions shall apply to the Plan, unless otherwise stated:

Word / Expression used	Meaning assigned
Abandonment	means the termination of employment by the Company without notice, due to unauthorized absence of an Employee from work beyond 30 consecutive working days.



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Applicable Laws	means any law, bye-law, legislation, subordinate or delegated, statute, regulation, enactment, rule or order, in India of any government, statutory authority, tribunal, board, court or recognized Stock Exchanges and the Applicable Laws of any other country or jurisdiction where the Stock Options are granted under the Plan, as amended, modified, consolidated or replaced, from time to time, relating to Stock Options and applicable to the Company and all relevant tax, securities, corporate laws or amendments thereof including any circular, guidelines or notifications issued thereunder, of India or of any relevant jurisdiction out of India to the extent applicable. This includes, without limitation, the Companies Act, 2013, Companies (Share Capital and Debenture) Rules, 2014, all relevant tax laws and where applicable, Securities and Exchange Board of India Act, 1992, SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, securities, exchange control or any other applicable laws of any Stock Exchange on which the Shares are listed or quoted.
Associate Company or Associates	means a company as defined under Section 2(6) of the Companies Act.
Articles	means the articles of association of the Company as amended from time to time.
Board	means the Board of Directors of the Company as constituted and re-constituted from time to time, and where the context so requires, shall include the Compensation Committee.
Breach of Code of Conduct	means any action or behavior by an Option Grantee that violates or breaches the established standards and principles outlined in the Company's internal Code of Conduct.
Committee / Compensation Committee	means the Nomination and Remuneration Committee or any other committee of the Board, as constituted or reconstituted from time to time under the provisions of the Companies Act and Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, with a view to administer and supervise the Employee Stock Option Plans of the Company including this Plan. The Committee shall have the functions of, inter alia formulating, implementation, administration and superintendence of the Plan.
Companies Act	means the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof read with the rules and regulations framed thereunder, including the Companies (Share Capital and Debenture Rules), 2014, as amended from time to time.
Company	means ESDS Software Solution Limited , incorporated in India (CIN: U72200MH2005PLC155433, having registered office at Plot No. B-24 & 25, NICE Area, M.I.D.C. Satpur, Nasik 422007).

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Company Policies / Terms of Employment	means the Company's policies for its Employees, including Employees of its Subsidiaries and Associates (if any), and the terms of employment contained in the employment letter and any other rules / bye-laws issued from time to time.
Current Shareholder	means a person, whether a natural individual or a corporate entity, holding Shares in the paid-up Equity Share capital of the Company at the relevant point of time and the plural of term Current Shareholders refers to all such Current Shareholders of the Company.
Director(s)	means a Director on the Board of the Company.
Eligibility Criteria	means the criteria (including but not limited to performance, merit, grade, conduct, length of service of the Employee) as may be determined from time to time by the Compensation Committee for granting the Options to the Employees under this Plan.
Employee	means i. an employee as designated by the Company, who is exclusively working in India or outside India; or ii. 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 iii. an Employee as defined in sub-clauses (i) or (ii) in this para, of a group company including Subsidiaries or its Associate Company, in India or outside India, or of a holding company of the Company but does not include— a) an Employee who is a Promoter or a person belonging to the Promoter group; or b) a Director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding Equity Shares of the Company.
Equity Shares or Shares	means the equity shares of the Company having face value of ₹ 1 each arising out of the Exercise of Options granted under this Plan.
Exercise	means making of an application in the prescribed form by an Employee to the Company to subscribe / purchase the Shares underlying the Options vested in him / her accompanied by payment of Exercise Price of such Options against Vested Options in pursuance of the rules of the Plan and in accordance with the procedure laid down by the Company for Exercise of such Options.
Exercise Period	means such time period after Vesting within which the Employee should Exercise the Options Vested in him / her in pursuance of the rules of the Plan.



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Exercise Price	means the price determined by the Compensation Committee from time to time, as per the provisions of this Plan and the SEBI SBEB Regulations which shall be specified in the Letter of Grant, being payable by an eligible Employee in order to Exercise the Options Vested to him / her in pursuance of the rules of the Plan. The Exercise Price shall be set in compliance with the Applicable Laws.
Exercise Window	means such time period (referred to as 'Exercise Window') during each financial year within which the Compensation Committee shall allow Exercise of Vested Options of Option Grantee in pursuance of this Plan and in accordance with such rules and procedures as may be specified by the Compensation Committee at the start of each such Exercise Window. It is important to note that 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 Laws and the rules for each such Exercise Window shall be prescribed by the Compensation Committee.
Grant	means the process by which the Company issues Options to the Employees under the Plan.
Independent Director	shall have the same meaning assigned to it under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 149(6) of the Companies Act.
Letter of Grant	means the letter issued by the Company by which Grant of Option(s) is communicated to the Option Grantee for acquiring a specified number of Equity Shares at the stated Exercise Price subject to the Plan.
Liquidity Event	means any one or more of the following events on (or prior to) the happening of which the Compensation Committee, may in its sole discretion consider and treat it as a Liquidity Event, subject to such terms and conditions as it deems appropriate: Listing of Equity Shares of the Company on a recognized Stock Exchange, as defined in this clause; Strategic Sale event, as defined in this clause. Offer of purchase of Equity Shares underlying the Options by an Investor: Any individual, entity or group ("Investor"), who intends to subscribe the Shares of the Company and / or acquire Shares from the Current Shareholder(s), may with the consent of the Board, make an offer ("Offer") to the Option Grantees for purchase of any or all Shares underlying their Options.

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	d. Any other event, which the Compensation Committee to the extent possible may designate as a Liquidity Event for the purpose of this Plan. For the avoidance of doubt, note that prior to Listing, there may be more than one Liquidity Event during the term of this Plan. The rules of this and the Plan shall apply to each such Liquidity Event. However, in case of Listing, there shall be no further Liquidity Event (as defined above) under this Plan. The Plan shall continue post Listing with the rules defined in this Plan, as applicable in a post Listing scenario.
Listing	means the listing of the Company's Shares on any recognized Stock Exchange as per Applicable Laws and includes any such listing pursuant to an initial public offer of the Company's Shares.
Market Price	means the value of an Equity Share as on any date determined as follows: • Prior to Listing, the value of an Equity Share as communicated to the Option Grantee by the Compensation Committee (where constituted) in line with Applicable Laws. • Post Listing, the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one recognized Stock Exchange, then the closing price on the recognized Stock Exchange having higher trading volume on the said date shall be considered.
Misconduct	means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies / Terms of Employment amounting to violation or breach of Terms of Employment as determined by the Compensation Committee to the extent possible after giving the Employee an opportunity of being heard, where required: (i) dishonest statements or acts or attempted acts of an Employee, with respect to the Company; (ii) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud committed by the Employee; (iii) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company; (iv) a breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company;

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	(v) participating or abetting a strike in contravention of any law for the time being in force; (vi) Misconduct as provided under the labor laws after following the principles of natural justice; (vii) acts or attempted acts of an Employee which in the opinion of the Compensation Committee may disrepute or discredit the Company or Subsidiaries or Associates; and (viii) Any other breaches, violations, misfeasance or wrongdoing with respect to any rule, regulation or law which was expected to be abided by the Company. Note that the Board or the Compensation Committee shall evaluate and decide on Misconduct or otherwise of any Employee in above cases. The decision of the Board or the Compensation Committee (where constituted) in this regard shall be final and binding on all parties.
Nomination and Remuneration Committee	means the committee constituted by the Board in accordance with the provisions of Section 178 of the Companies Act, 2013.
Options or Stock Options	means the option given to an Employee which gives such an Employee a right, but not an obligation, to purchase or subscribe at a future date, the Equity Shares underlying such option at a pre-determined price.
Option Grantee	means an eligible Employee who has been granted an Option in pursuance of the Plan and shall deem to include nominee / legal heir of an Option Grantee in case of his / her death to the extent provisions of the Plan are applicable to such nominee / legal heir.
Permanent Incapacity	means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an eligible Employee from performing any specific job, work or task which the said eligible Employee was capable of performing immediately before such disablement, as determined by the Board or the Compensation Committee based on a certificate of a medical expert identified by the Board or the Compensation Committee.
Plan	means the ESDS Employee Stock Option Plan 2024 , as may be amended from time to time under which the Company is authorized to Grant Options to the Employees.
Promoter	shall have the same meaning assigned to such term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time-to-time post Listing and prior to Listing it shall have the same meaning assigned to such term as under the Companies Act, 2013, as amended from time to time.



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Promoter Group	shall have the same meaning assigned to such term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
Retirement	means retirement as per the rules of the Company.
SEBI	means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended.
SEBI SBEB Regulations	means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any regulations, clarifications or circulars issued thereunder.
Strategic Sale	means sale of Shares held by the Current Shareholders, in one or more tranches, to any individual(s), entity(ies) or group(s), other than between Current Shareholders or their immediate relations, of more than Fifty (50%) percentage of the Share capital or voting power in the Company and resulting in change of control over the affairs of the Company, management or policy making or in the constitution of the Board.
Stock Exchange(s)	means the National Stock Exchange of India Limited, BSE Limited, or any other recognized Stock Exchange in India or any other country, on which the Company's Shares are listed or to be listed in future.
Subsidiary / Subsidiaries	means any current and / or future subsidiary(ies) of the Company, whether incorporated in India or outside as defined under the Companies Act.
Unvested Option	means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to Exercise the Option.
Vested Option	means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to Exercise the Option.
Vesting	means the process by which the Employee becomes entitled to receive the benefit of a Grant made to him / her under the Plan.
Vesting Condition	means the condition prescribed subject to satisfaction of which the Options granted would vest in an Option Grantee.
Vesting Period	means the period during which the Vesting of the Option granted to the Option Grantee in pursuance of the Plan takes place. However, the vesting period shall not be less than 1 (one) year from the date of Grant of Options; provided that in case of death or Permanent Incapacity, the minimum vesting period of 1 (one) year shall not apply.

2.2 Interpretation: In this Plan, unless the contrary intention appears:

- the clause headings are for ease of reference only and shall not be relevant to interpretation;
- reference to a clause number includes reference to its sub-clauses;
- words in singular number include the plural and vice versa;



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- d. words importing a gender include any other gender;
- e. reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;
- f. reference to any act, rules, statute or notification shall include any statutory modification, substitution or re-enactment thereof;
- g. any reference to any statute or statutory provision or Applicable Law shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such statute or provision as may be amended, modified, re-enacted or consolidated
- h. any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

Words and expressions used and not defined here but defined in the SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 or the Companies Act, and under any Applicable Laws including any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations, as the context requires.

3. Authority and Ceiling

- 3.1 The shareholders of the Company by way of a special resolution in their meeting on 25th January, 2025 resolved to issue to Option Grantees under the Plan a maximum of **30,00,000 (Thirty lakh only)** Options. These may be granted in one or more tranches, from time to time under the Plan, being exercisable into fully paid-up Equity Shares, with each such Option conferring a right upon the Option Grantee to be issued one Share of the Company, in accordance with the terms and conditions of such Grant.
- 3.2 The number of Options that can be granted to an Employee under this Plan shall not, at any time during any one year, 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, as set out below. Further, prior approval of the Shareholders shall be obtained in the form of a special resolution, as per provisions of the Applicable Laws in case of Grant of Option to the identified Employees of holding or its Subsidiary or its Associate Company (present or future).
- 3.3 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 **5,00,000 (Five Lakhs only)** Options per eligible Employee. However, subject to Clause 3.2 above, the Compensation 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.



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- 3.4 If an Option lapses, expires or becomes un-exercisable due to any other reason(s), it shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.5 In case of a Share split or consolidation, if the revised face value of the Equity Shares is less or more than the current face value as prevailing at the time of coming into force of this Plan, the maximum number of Options available for being granted under this Plan, as specified above, shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares x face value per share) of the total Shares prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

4. Administration

- 4.1 The Plan shall be administered by the Compensation Committee.
- 4.2 All functions relating to the superintendence of this Plan shall be discharged by the Compensation Committee. All questions of interpretation of the Plan shall be determined by the Compensation Committee and such determination shall be final and binding upon all persons having an interest in the Plan, in line with Applicable Laws. Neither the Company nor the Compensation Committee shall be liable for any action or determination made in good faith with respect to Plan or any Options granted thereunder.
- 4.3 The administration of Plan shall include, but not be limited to determination of the following as per provisions of the Plan and Applicable Laws:
- a) The procedure for Option allocation and the specific quantum of Options to be granted under the Plan to the Employees, both per Employee and in aggregate.
 - b) The Eligibility Criteria for Grant of Options to the Employees;
 - c) The Exercise Price applicable to each Option Grantee;
 - d) Vesting Period of Options granted;
 - e) Vesting Condition(s) of Options granted;
 - f) Determining the conditions under which Vesting and / or the Exercise Period of the Options shall be accelerated for all or selected Employees at the discretion of the Compensation Committee;
 - g) Determining the procedure for making fair and reasonable adjustment (if any) in case of corporate actions such as merger, de-merger, sale of division, stock split / consolidation, rights issues, bonus issues and others, by way of revision in the number of Options, Options granted, Exercise Price, Vesting

Conditions, Exercise conditions, any Vesting acceleration or waiver of forfeiture restrictions as the case may be in accordance with Applicable Laws (if any), to ensure that such corporate action does not result in diminution of value of such Options and the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the eligible Employee(s) who is granted such Options. In this regard, the following shall, inter alia, be taken into consideration by the Compensation Committee:

- (i) the number and price of Options shall be adjusted in a manner such that total value to the Employee of the Options remains the same after the corporate action;



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- (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantee who are granted such Options

For this purpose, the Company shall follow the best industrial practices in this area wherever applicable;

- h) The procedure for buy-back of specified securities issued under the SEBI 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.
- i) Determining the restrictions (if any) on the Shares issued under this Plan including any mandatory buyback or repurchase of such Shares and the procedure for same in accordance with Applicable Laws;
- j) The eligibility, procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave or sabbatical;
- k) Limits upon quantum of specified securities that the Company may buy-back in a financial year;
- l) The conditions under which the Options granted to Option Grantees may lapse in case of Misconduct or termination of employment / service;
- m) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or any other mode);
- n) Determine the procedure for funding the Exercise of Options, if required;
- o) The procedure for cashless Exercise of Options, if required;
- p) Approving the forms, writings and / or agreements for use in pursuance of the Plan;
- q) The Exercise Period within which the Employee should Exercise the Option and that the Option would lapse upon failure to Exercise the Option within the Exercise Period;
- r) Subject to compliance with Applicable Law, laying down the procedure for formation of a trust, in line with Applicable Laws and implementation of this Plan through a trust, and where required, making necessary changes to this Plan for such implementation if required; and
- s) Any other point categorically mentioned in the Plan as being the Compensation Committee decision.

- 4.4 The Board or the Compensation Committee shall, from time to time, frame suitable policies and / or systems and/or procedures to ensure that there is no violation of any of the Applicable Laws by the Company and the Employees, including (a) the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("**SEBI Insider Trading Regulations**"), (b) SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, each as amended and (c) provisions of Companies Act and all applicable rules made thereunder; and (d) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time by the Company and its Employees, as may be applicable, in accordance with Applicable Laws and regulatory requirements.





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- 4.5 Once listed, in case the Company is making a new issuance of Shares, the Shares so issued will be listed immediately on the Stock Exchanges where the existing Shares are listed and the Company shall appoint a registered merchant banker for the implementation of this Plan covered by the SEBI SBEB Regulations until the stage of obtaining in-principle approval from the Stock Exchanges in accordance with the SEBI SBEB Regulations.

5. Eligibility and Applicability

- 5.1 Options may be granted to Employees, as defined in clause 2 of the Plan. The Compensation Committee, shall formulate the Eligibility Criteria and the details of the specific Employees to whom the Options would be granted.
- 5.2 The Plan shall be applicable to the Company, and its Subsidiaries and Associates subject to compliance with Applicable Laws.
- 5.3 The Options granted to an Option Grantee shall be subject to the terms and conditions set forth in this Plan and Letter of Grant.
- 5.4 The 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 Company shall be done in compliance with SEBI SBEB Regulations.

6. Grant and Acceptance of Grant

6.1 **Grant of Options:**

Each Grant of Option under the Plan shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a Letter of Grant as may be approved under the Plan from time to time.

6.2 **Acceptance of the Grant:**

- a) Any Employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the Letter of Grant on or before the date ("Closing Date") which shall not be more than 30 days from the date of the Grant, as specified in the Letter of Grant. On receipt by the Company of the signed acceptance, the Employee as applicable, will become an Option Grantee.
- b) Any Employee who fails to deliver the signed acceptance of the Letter of Grant on or before the Closing Date stated above shall be deemed to have rejected the Grant, unless the Compensation Committee determines otherwise.
- c) Upon acceptance of the Grant in the manner described above, the Employee henceforth referred to as an Option Grantee, shall be bound by the terms, conditions and restrictions of the Plan and the Letter of Grant. The Option Grantee's acceptance of the Grant of Options under the Plan, within the time period provided, shall constitute an agreement between the Option Grantee and the Company, to the terms of this Plan and the Letter of Grant.



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7. Vesting Conditions

- 7.1 Options granted under the Plan shall vest within a specified time period or on achievement of certain performance milestones or both subject to a minimum Vesting Period of 1 (one) year, as determined by the Compensation Committee and as specified in the Letter of Grant issued to the Option Grantee.

Provided that in case where Options are granted by the Company under the Plan in lieu of Options held by a person under a similar Plan in another company (Transferor Company) which has merged, demerged, arranged or amalgamated with the Company, the period during which the Options granted by the Transferor Company were held by him / her may be adjusted against the minimum Vesting Period required under this clause subject to the SEBI SBEB Regulations and other Applicable Law.

Provided further that in the event of death or Permanent Incapacity of an Option Grantee, the minimum Vesting Period of one year shall not be applicable and in such instances, the Options shall vest in terms of Regulation 9 of the SEBI SBEB Regulations, on the date of the death or Permanent Incapacity.

- 7.2 Vesting of Options would be subject to continued employment with the Company or its Subsidiary(ies) or Associates (as may be applicable) and the Employee has not served any notice of resignation. In addition to this, the Compensation Committee may also specify certain performance criteria for Employees, subject to satisfaction of which the Options would vest.
- 7.3 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the Letter of Grant given to the Option Grantee at the time of Grant of Options.
- 7.4 Notwithstanding any of the above points, Vesting of the Options shall stop immediately in case the Option Grantee is placed on a Performance Improvement Plan (PIP) by the Company (as may be applicable). Any Unvested Options in such a case shall be put on hold with immediate effect, unless otherwise decided by the Compensation Committee till the time the Option Grantee is removed from the PIP. The Option Grantee shall be allowed to continue holding his/her Vested Options subject to the terms and conditions of the Plan.
- 7.5 Furthermore, Vesting of the Options shall stop immediately in case any disciplinary action is initiated by the Company or its Subsidiary or Associates (as may be applicable) against the Option Grantee in response to Misconduct or Breach of Code of Conduct of the Option Grantee and communicated to him / her in writing.

Any Vested and Unvested Options in such a case shall be cancelled if the Misconduct or Breach of Code of Conduct is proven, unless otherwise decided by the Compensation Committee.

- 7.6 Vesting of Options in case of Employees on long leave: The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical or extended maternity or paternity leave, as per the Company's Policies / Terms of Employment, unless otherwise decided by the Compensation Committee. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Compensation Committee.



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- 7.7 Acceleration of Vesting: Subject to minimum Vesting Period of 1 (one) year from the date of Grant, the Compensation Committee has the right to accelerate the Vesting of some or all of the Unvested Options of selected or all employees as per clause 4.3(f).

In case acceleration of Vesting is approved by the Compensation Committee in anticipation of Liquidity Event(s), and there occurs no Liquidity Event(s), on consideration of which the Compensation Committee would have approved such acceleration, such non-occurrence shall lead to automatic cancellation of such accelerated Vesting as if such proposal was never considered nor approved by the Compensation Committee as a result of which such Unvested Options shall be subject to normal Vesting schedule.

8. Exercise

8.1 Exercise Price:

- The Exercise Price shall be such price, as determined by the Compensation Committee from time to time, in accordance with Applicable Laws and as evidenced in the Letter of Grant unless subsequently modified by the Compensation Committee. The Exercise Price shall be adjusted for any split, bonus issuance, consolidation, reclassification or sub-division of Shares, as may be determined by the Compensation Committee. For the avoidance of doubt, note that the Exercise Price may be different for different set of Employees for Options granted on same / different dates.
- Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favor of the Company or in such other manner as the Compensation Committee may decide from time to time.
- No amount shall be payable by the Option Grantee at the time of Grant and hence no amount is required to be forfeited even if an Option Grantee does not Exercise the Vested Options within Exercise Period and accordingly no adjustment is required to be made for the same.
- The Company may at its sole discretion and subject to Applicable Laws and Articles of the Company, extend financial assistance or facilitate such assistance through a third party to the extent as permitted under the Applicable Laws and in any mode or manner it deems fit, to enable the Option Grantee to Exercise the Options within the Exercise Period. The mode, manner and amount of the financial assistance, applicable rate of interest (if any) and recovery of principal and interest shall be communicated by the Company in due course.

8.2 Exercise Period and Conditions for Exercise:

- While in employment / service:**

Prior to Listing

The Vested Options with an Option Grantee while in employment / service with the Company may be Exercised only upon or directly prior to, the happening of a Liquidity Event, in whole or in part, in accordance with clause 8.4 of the Plan, and instructions by the Compensation Committee in relation



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to such event. The Exercise Period shall be the period as notified by the Compensation Committee in relation to the Liquidity Event and all Vested Options not Exercised within such period shall lapse automatically, unless otherwise decided by the Compensation Committee.

Post Listing

Post Listing of the Shares of the Company, the Vested Options with an Option Grantee while in employment with the Company may be Exercised anytime within the Exercise Window(s), provided it is within a period of 3 (three) years from the date of Vesting. Note that the Vested Options not Exercised during the Exercise Period shall automatically lapse, unless otherwise decided by the Compensation Committee.

b) Exercise Period in case of separation from employment:

The events of separation along with respective conditions regarding treatment of Vested Options and Unvested Options are as follows:

S. No.	Events of Separation	Vested Options*	Unvested Options
1	Resignation / Termination <i>(On account of any reason whatsoever other than due to Misconduct or Breach of Code of Conduct, breach of Company Policies / Terms of Employment, Retirement / superannuation, Abandonment, Death or Permanent Incapacity)</i>	<u>Prior to Listing</u> All the Vested Options as on date of resignation / termination shall be Exercised by the Option Grantee within the notice period, failing which the Vested Options shall automatically lapse. <u>Post Listing:</u> All the Vested Options as on date of resignation / termination shall be Exercised by the Option Grantee within the Exercise Window(s) available within the notice period**, failing which the Vested Options shall automatically lapse.	All the Unvested Options as on date of resignation / termination shall immediately stand cancelled with effect from that date.
2	Termination due to Misconduct, Breach of Code of Conduct, breach of Company Policies / Terms of Employment	All the Vested Options at the time of such termination shall immediately stand cancelled with effect from the date of such termination.	All the Unvested Options at the time of such termination shall immediately stand cancelled with effect from the date of such termination.

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S. No.	Events of Separation	Vested Options*	Unvested Options
3	Retirement	<u>Prior to Listing</u> All the Vested Options as on date of Retirement can be Exercised by the Option Grantee only upon or directly prior to the happening of a Liquidity Event, failing which the Vested Options shall automatically lapse. <u>Post Listing:</u> All the Vested Options as on date of Retirement shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 3 (three) years from the date of retirement, failing which the Vested Options shall automatically lapse.	<u>Prior to Listing</u> All the Unvested Options as on date of Retirement shall stand cancelled with effect from that date. <u>Post Listing</u> All Unvested Options on the date of Retirement shall continue to Vest as per the original vesting schedule and shall be Exercised anytime during the Exercise Window by the Option Grantee, within 1 (one) year from each such Vesting Date, failing which the Vested Options shall automatically lapse.
4	Death***	<u>Prior to Listing</u> All the Vested Options as on date of death can be Exercised by the Option Grantee's nominee or legal heir only upon or directly prior to happening of a Liquidity Event. <u>Post Listing:</u> All the Vested Options as on date of death shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 3 (three) years	<u>Prior to Listing</u> All the Unvested Options as on date of death shall be deemed to have been Vested immediately and can be Exercised by the Option Grantee's nominee or legal heir only upon or directly prior to happening of a Liquidity Event. <u>Post Listing:</u> All the Unvested Options as on date of death shall be deemed to have been Vested immediately and shall be Exercised anytime

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S. No.	Events of Separation	Vested Options*	Unvested Options
		from the date of death, failing which the Vested Options shall automatically lapse.	during the Exercise Window by the Option Grantee within a period of 3 (three) year from the date of death, failing which the Vested Options shall automatically lapse.
5	Termination due to Permanent Incapacity***	Prior to Listing All the Vested Options as on date of such termination can be Exercised by the Option Grantee only upon or directly prior to happening of a Liquidity Event. Post Listing: All the Vested Options up to the date of such termination shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 3 (three) years from the date of such termination, failing which the Vested Options shall automatically lapse.	Prior to Listing All the Unvested Options as on date of such termination shall be deemed to have been Vested immediately and shall be Exercised by the Option Grantee only upon or directly prior to happening of a Liquidity Event. Post Listing: All the Unvested Options up to the date of such termination shall be deemed to have been Vested immediately and shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 3 (three) year from the date of such termination, failing which the Vested Options shall automatically lapse.
6	Abandonment of Employment	All the Vested Options which were not Exercised shall stand cancelled . The Compensation Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.	All Unvested Options shall stand cancelled . The Compensation Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.
7	Any other reason not specified above	The Compensation Committee shall decide whether the Vested	All Unvested Options as on the date of separation shall

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S. No.	Events of Separation	Vested Options*	Unvested Options
		Options as on that date can be Exercised by the Option Grantee or not, and such decision shall be final.	stand cancelled with effect from that date.

**Note that for all the cases specified above, the Shares issued (if any) on Exercise shall be governed by provisions of clause 8.3 Further, the Compensation Committee may extend the Exercise Period in its sole discretion and any such decision shall be final and binding on all subject to compliance with the SEBI SBEB Regulations and other Applicable Laws. Additionally, any Exercise on or directly prior to happening of Liquidity Event shall be subject to the conditions of clause 8.4 in this regard.*

*** Subject to the treatment of Vested and Unvested Options as highlighted in the table above, the Compensation Committee shall ensure that an Exercise Window is made available in all separation cases wherein the Option Grantee has a chance to Exercise his / her Vested Options. Note that where no Exercise Window is available within the notice period, the Option Grantee shall be eligible to Exercise his / her Vested Options in the next available Exercise Window.*

****Note that in case of death, the Option Grantee's nominee or legal heir can Exercise subject to providing all documents as may be required by the Company to prove the succession or inheritance of Options. In case of Permanent Incapacity, the Option Grantee can Exercise subject to providing any document required by the Company to prove such incapacity*

8.3 Issue of Shares upon Exercise:

- a) On Exercise (subject to payment of Exercise Price and tax as may be applicable, by the Option Grantee), the number of Shares corresponding to the number of Vested Options Exercised will be allotted in the name of the Option Grantee within a period of 30 (thirty) days from the date of Exercise. The Company shall, within 30 (thirty) days from the Exercise of the Option, issue or cause to be issued to the Option Grantee duly executed and stamped share certificate(s) in dematerialized form in the name of the Option Grantee. The Option Grantee hereby acknowledges and agrees that the Company may hold such share certificates in its custody.
- b) All stamp duty or other taxes imposed by Applicable Laws, payable on issue or transfer of the Shares, shall be borne by the Option Grantee.
- c) No Option Grantee shall have any right or status of any kind as a shareholder of the Company including the right to receive any dividend or to vote or in any manner enjoy benefits of a shareholder in respect of any Options covered by the Grant unless the Option Grantee Exercises the Vested Options and becomes a registered holder of the Shares.
- d) Upon becoming a registered holder of the Shares by the Exercise of the Options, the Option Grantee shall be entitled to all rights and obligations as a shareholder of the Company from the date of issue and allotment of Shares, pursuant to the Exercise under this Plan.
- e) Prior to Listing of the Shares of the Company:
 - Shares issued under this Plan will be subject to a right of buyback, by the Compensation Committee in its sole discretion subject to Applicable Law. The Upon request by the Company, each Option Grantee shall execute an agreement evidencing such transfer restrictions as a condition of issue of Shares hereunder.

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- In the event of Option Grantee's separation from the Company for any reason other than due to Misconduct / Breach of Code of Conduct / breach of Company's Policies / Terms of Employment or Abandonment, the Shares allotted under this Plan may be repurchased or transferred, at a price determined by the Compensation Committee on its sole discretion, subject to the provisions of Applicable Laws, and on such terms and to such persons, as may be determined by the Compensation Committee in its sole discretion subject to Applicable Law. Any decision of the Compensation Committee in this regard shall be final and binding on the Option Grantee and the Option Grantee shall be bound to provide any and all assistance as may be required by the Compensation Committee in this behalf.

f) Post Listing of the Shares of the Company,

- Shares allotted under this Plan shall be freely transferable subject to Lock-in period restrictions (if any) prescribed under Applicable Law and restrictions for such period as may be applicable under SEBI Insider Trading Regulations, SEBI (Issue of Capital and Disclosure) Regulations, 2018 or for such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Prevention of Insider Trading.
- In case new issue of Shares is made under the Plan, Shares so issued shall be Listed immediately on all the recognized Stock Exchange where the existing shares are Listed, subject to requirements under Applicable Laws being fulfilled by the Company and where applicable by the Option Grantee.

8.4 **Exercise in case of Liquidity Event(s):**

Prior to Listing, in case of a Liquidity Event(s) as defined in clause 2.1 of the Plan (other than Listing),

- a) Compensation Committee, shall have full discretion in determining the terms and conditions for Exercise of the Options held by the Option Grantee, including specifying the Exercise Period, the maximum number of Options that can be Exercised in any such Liquidity Event, the procedure for Exercise of such options and the treatment of the Unvested Options.
- b) It is hereby clarified that the Company has no obligations or liabilities towards any Option Grantee to cause a Liquidity Event to occur or cause the consummation of a Liquidity Event after the Exercise of Options under the provisions of this Plan.

8.5 The Options not Exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options.

9. Lock-in

9.1 The Compensation Committee may prescribe lock-in period in respect of the Shares, which may be issued and allotted on Exercise of the Options pursuant to this Plan, unless otherwise provided under Applicable Law.



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- 9.2 The Option Grantee shall not transfer, sell, pledge, assign or otherwise alienate or hypothecate, in any manner, any of the Shares held by him / her under this Plan until the occurrence of a Liquidity Event.
- 9.3 In case of Listing of the Company, Shares issued upon exercise of Options shall be freely transferable subject to restrictions imposed by Applicable Laws and shall not be subject to any lock-in period restriction after such Exercise. However, the Compensation Committee may, in some cases, provide for lock-in of Shares issued upon Exercise of Options under this Plan.

10. Other Terms and Conditions

- 10.1 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company or its Subsidiary or Associates (for example, bonus Shares, rights Shares, dividend, voting, etc.) in respect of any Shares covered by the Grant until the Option Grantee Exercises the Option and becomes a registered holder of the Shares of the Company.
- 10.2 The Option shall not be transferred, pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.3 If the Company issues bonus or rights Shares, the Option Grantee will not be eligible for the bonus or rights Shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise Price or both may be made by the Compensation Committee in its sole discretion. Only if the Options are Vested and Exercised and the Option Grantee is a valid holder of the Shares of the Company, would the Option Grantee would be entitled for bonus or rights Shares as shareholder of the Company.
- 10.4 If an Option Grantee breaches the terms and conditions of this Plan and the Letter of Grant, the Compensation Committee shall have the right to cancel any or all Options and to redeem any or all the Shares issued under this Plan, without any consideration.
- 10.5 Options granted under this Plan are not transferrable except in case of death of an Option Grantee, in which case, Clause 8.2 will be referred to for the purpose of Exercise. No person other than the Option Grantee to whom the Option is granted shall be entitled to Exercise the Option, except in the event of the death of the Option Grantee.

11. Deduction of Tax

- 11.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of the applicable Income tax Laws read with rules issued thereunder and / or Income Tax Laws of respective countries as applicable to eligible Employees working abroad, if any.
- 11.2 The Company or its Subsidiary or Associates (as may be applicable) shall have the right to deduct from the Option Grantee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws.



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- 11.3 In the event that any taxes are required to be withheld and / or paid by the Company as a result of or with respect to, any Grant, Vesting and / or Exercise of the Options, the Company shall have the right to withhold / deduct the amount of such taxes from any amounts otherwise payable to Option Grantee.
- 11.4 The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full. The Option Grantee shall be required to indemnify the Company with respect to any tax claims arising out of the Grant, Vesting and/or Exercise of Options or sale of Shares by such Option Grantee.

12. Authority to vary terms

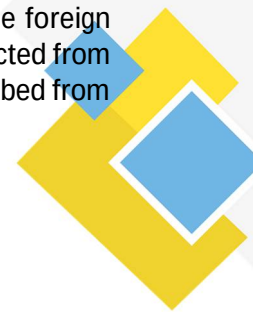
- 12.1 The Board or the Compensation Committee may, if it deems necessary, vary/modify/alter/add/amend the terms of the Plan, subject to the Applicable Laws and the conditions of the shareholders' approval in such manner which is not detrimental to the interest of Employee. However, the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirements without seeking shareholders' approval by special resolution. Furthermore, in case of Listing, the Board or the Compensation Committee is authorized to do such acts, deeds and things including but not limited to amendment of this Plan to make the Plan compliant of any Applicable Laws prevailing at that time.
- 12.2 The Company may reprice the Options which are not Exercised, whether or not they have been Vested if the Plan were rendered unattractive due to fall in the price of the Shares in the stock market, provided however that, repricing shall not be detrimental to the interest of the Option Grantee and approval of the Shareholders in general meeting has been obtained for such repricing.
- 12.3 No Shares shall be issued or sold under this Plan after the termination thereof, except upon Exercise of an Option granted prior to such termination. The termination of the Plan, or any amendment thereof, shall not affect any Share previously issued or any Option previously granted under the Plan.

13. Miscellaneous

- 13.1 This Plan and any Shares issued thereunder shall be subject to the Articles. In the event of anything contrary contained in this Plan, the provision of the Articles shall prevail.
- 13.2 For this purpose, the Option Grantees, on becoming shareholders, shall be treated as holders of Equity Shares of the Company.
- 13.3 Government Regulations: The Plan shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant of Options and allotment of Shares to the Employees under the Plan shall be subject to the Company requiring the Employees to comply with all Applicable Laws.
- 13.4 Foreign Exchange Laws: In case any Options are granted to any Employee being resident outside India, belonging to the Company or its Subsidiaries or Associates, 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



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time to time in connection with Grant, Vesting and Exercise of Options thereof.

- 13.5 Regulatory approval: The implementation of the Plan, the granting of any Option under the Plan and the issuance of any Shares under this Plan shall be subject to the procurement by the Company and the Option Grantee of all approvals and permits required by any regulatory authorities having jurisdiction over the Plan, the Options and the Shares issued pursuant thereto. The Option Grantee under this Plan will, if requested by the Compensation Committee, provide such assurances and representations to the Company, as the Compensation Committee may deem necessary or desirable to ensure compliance with all applicable legal requirements.
- 13.6 Insider trading: The Option 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 Option Grantee shall keep the Company, fully indemnified in respect of any liability arising for violation of the above provisions.
- 13.7 Inability to obtain authority: The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Shares pursuant to the provisions of this Plan.
- 13.8 Unless otherwise intended, the Grant of an Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his / her contract of employment or service nor does the existence of a contract of employment or service between any person and the Company give such person any right or entitlement to have an Option granted to him / her in respect of any number of Shares or any expectation that an Option might be granted to him / her whether subject to any condition or at all.
- 13.9 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he/she has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.
- 13.10 The rights granted to an Option Grantee upon the Grant of an Option shall not afford the Option Grantee any rights or additional rights to Compensation or damages in consequence of the loss or termination of his / her office or employment or service contract, as applicable, with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 13.11 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he / she may suffer by reason of being unable to Exercise an Option in whole or in part.
- 13.12 An Option Grantee has to nominate a person as his / her nominee. The nominee in case of death of the Option Grantee shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this Plan.



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- 13.13 In the event that the Option Grantee, is transferred or deputed to an Associate Company prior to Vesting or Exercise, the Vesting and Exercise as per the terms of Grant shall continue in case of such transferred or deputed Option Grantee even after the transfer or deputation.
- 13.14 In the event that the Option Grantee, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing Company, prior to the Vesting or Exercise, 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 Option Grantee.
- 13.15 Participation in the Plan shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the Market Price of the Shares and the risks associated with the investments are that of the Option Grantee alone.

14. Accounting and Disclosures

- 14.1 The Company and its Subsidiaries and Associates shall follow the laws / regulations applicable to accounting and disclosure related to Options, as prescribed under Regulations 14 and 15 of the SEBI SBEB Regulations, and as prescribed therein under Applicable Laws.
- 14.2 Post Listing of the Shares of the Company, the Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features / the scheme document (i.e., the Plan) in the formats prescribed by SEBI from time to time.
- 14.3 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, including the general terms and conditions of each Employee Stock Option Plan, and such other details as prescribed under the SEBI SBEB Regulations and other Applicable Law.
- 14.4 The Company shall ensure compliance with Regulation 12 of the SEBI SBEB Regulations regarding prior to Listing which states:
- (a) 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 ("pre to Listing Plan") shall be made unless:
 - Such prior to Listing Plan is in conformity with the SEBI SBEB Regulations;
 - Such prior to Listing Plan 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 Plan.
 - (b) No changes shall be made to the terms of Options issued under prior to Listing Plan — 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 these regulations.



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- (c) For the Listing of Shares issued pursuant to Stock 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.
- (d) 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).
- (e) 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

15. Governing Laws and jurisdiction

- 15.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the Applicable Laws of India.
- 15.2 In case of any dispute arising out of or relating to this Plan or associated Letter of Grant, or to the interpretation, breach, termination or validity of the Plan, 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).
- 15.3 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 Plan.
- 15.4 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this Plan: in any other court of competent jurisdiction; or concurrently in more than one jurisdiction.
- 15.5 In case any Options are granted to any Employee being resident outside India belonging to the Company / its Subsidiaries / Associates, 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, Vest, Exercise of Options, and issue of Shares thereof.

16. Notices

- 16.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the Plan shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company; or Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or Emailing the communication(s) to the Option Grantee at the official email address



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provided, if any, during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

- 16.2 Any communication to be given by an Option Grantee to the Company in respect of the Plan shall be sent at the address mentioned below or e-mailed at:

To

Company Secretary
ESDS Software Solution Limited
Plot No. B-24 & 25, NICE Area, M.I.D.C. Satpur,
Nasik 422007
Email: secretarial@esds.co.in

17. Certificate From Secretarial Auditors

The Board shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company that the Plan has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company in the general meeting. The Board shall also make the requisite disclosures of the Plan, in the manner specified under the SEBI SBEB Regulations.

18. Severability

- 18.1 In the event any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Plan in which case the Plan shall be construed as if such invalid, illegal, or unenforceable provisions had never been set forth herein, and the Plan shall be carried out as nearly as possible according to its original intent and terms.

19. Confidentiality

- 19.1 An Option Grantee must keep the details of the Plan 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 Option 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 Compensation Committee regarding breach of this clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Compensation Committee shall have the authority to deal with such cases as it may deem fit.
- 19.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan 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.



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