

BRAINBEES SOLUTIONS LIMITED
Brainbees Employees Stock Option Plan 2023

1. SHORT TITLE, EXTENT AND COMMENCEMENT

- a. This plan may be called the Brainbees Employees Stock Option Plan 2023 (the “**Plan**”).
- b. This Plan applies only to the Employees as defined hereinafter.
- c. It shall be deemed to have come into force on December 21, 2023.

2. OBJECTIVES OF THE PLAN

The principal objectives of this Plan are to:

- a. Attract, retain and motivate talented and critical Employees;
- b. Encourage Employees to align individual performance with Company’s objectives;
- c. Reward Employee performance with ownership in proportion to their contribution; and
- d. Align Employee interest with those of the organization.

3. DEFINITIONS

As used herein, unless repugnant to the context the following definitions shall apply:

- a. “**Applicable Law(s)**” means and includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, and orders of any Government, statutory authority, tribunal, board, court or recognized stock exchange applicable to the Plan, including the SEBI SBEB Regulations.
- b. “**Articles**” means the articles of association of the Company, as amended from time to time.
- c. “**Administrator**” for this Plan would mean the Nomination and Remuneration Committee, unless the power is delegated by the Nomination and Remuneration Committee to the Trust in accordance with Applicable Law.
- d. “**Board**” means the board of Directors for the time being of the Company.
- e. “**Board of Trustees**” means the body comprising of all the Trustees holding the office of Trustees for the time being of the Trust.
- f. “**Change in Capital Structure**” means change in the capital structure of the Company as a result of re-classification of Shares, consolidation of Shares, splitting-up of the face value of Shares, sub-division of Shares, issue of bonus Shares, issue of Shares on a rights basis to other shareholders, conversion of Shares into other shares or securities and any other change in the rights or obligations in respect of Shares.
- g. “**Change in Control Value**” means the amount determined in Clause (i), (ii) or (iii) below, whichever is applicable, as follows:

- (i) the per Share price offered, whether in cash or otherwise, to shareholders of the Company in any merger, de-merger, consolidation, amalgamation, sale of assets or dissolution transaction;
 - (ii) the price per Share offered, whether in cash or otherwise, to shareholders of the Company in any open offer or exchange offer whereby a Corporate Action occurs; or
 - (iii) if a Corporate Action occurs other than as described in Clause (i) or Clause (ii) above, the fair value of the Share determined by the Board of Directors as on the date determined by the Board of Directors to be the date of cancellation and surrender of Options. If the consideration offered to shareholders of the Company in the event of a Corporate Action consists of anything other than cash, the Board of Directors shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash.
- h. **"Cause"** shall have the same meaning as ascribed to it in the Shareholders' Agreement, as amended from time to time as determined in accordance with the terms of employment/employment agreement.
- i. **"Company"** or **"Employer Company"** means Brainbees Solutions Limited.
- j. **"Corporate Action"** means:
 - (i) the merger, de-merger, consolidation, amalgamation, sale of division(s), sale/lease/exchange of all/substantial assets of the Company/Subsidiary/Division, sale or divestment of a subsidiary, liquidation/dissolution/winding up of the Company/Subsidiary/Division, or other re-organisation of the Company, in which the Shares are converted into or exchanged for:
 - a) a different class of securities of the Company; or
 - b) class of securities of any other company or entity (except a holding company, or a Subsidiary, of the Company); or
 - c) Cash; or
 - d) Other property,
 - (ii) the sale, lease or exchange of all or substantially all of the assets of the Company to any other company or entity (except to its Subsidiary or holding company of the Company).
 - (iii) the adoption by the shareholders of the Company of a plan of liquidation, dissolution or winding up.
 - (iv) acquisition (other than acquisition pursuant to any other clause of this definition) by any person or entity or group of more than 50% (fifty percent) of the voting power in the Company.
 - (v) Any other event, which in the opinion of the Board has a material impact on the business of the Company.
- k. **"Director"** means a director of the Board.
- l. **"Eligible Employee"** means an Employee who qualifies for issue of Options under this Plan and/or who fulfils the conditions as decided in the evaluation process or as determined by the Nomination and Remuneration Committee and will include new

Employees joining any Group Company as well as those who have been appointed to join any Group Company.

- m. **"Employee"** shall, subject to being permitted under Applicable law, mean:
- (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, if any, or member of the promoter group, if any, but excluding an independent director; or
 - (iii) an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary 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, if any, or a person belonging to the promoter group, if any; 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;
- n. **"Exercise"** means making of an application (as per the format determined by the Company) by the Employee to the Company for issue of shares against option vested in him in pursuance of this Plan and paying the Exercise Price for the options, or upon the failure to do so by the relevant Employee, the actions effected by the Administrator or the Trust (as the case may be) as per paragraph 11 hereto for Automatic Exercise (as defined in the said paragraph 11). **Exercised**, **Unexercised** and **Unexercisable** should be construed accordingly
- o. **"Exercise Period"** shall mean
- (i) (A) 3 (three) years from Vesting for an Optionee who continues to be in the full-time employment of the company; and (B) 6 (six) months from the date of termination of employment for an Optionee who leaves the employment of the Company.
 - (ii) any other period decided to by the Nomination and Remuneration Committee and mentioned in the Grant letter of such Employee;
- Provided that (i) above shall not apply to any Grants made to the Employees in the capacity of Management Employee and the Exercise Period for such an Employee shall be determined by the Administrator, which shall in no case be less than 10 (ten) years from the Vesting Date.
- p. **"Exercise Price"** means INR 243.72 (Indian Rupees Two Hundred and Forty Three and Seventy Two Paise) per Vested Option, in each case such being the price payable by the Employee for exercising the Option Vested in such Employee under this Plan.

- q. **“Grant”** means issue of Options to an Eligible Employee under the Plan and the term **“Granted”** shall be construed accordingly.
- r. **“Grant Letter”** means a letter issued by the Company to an Eligible Employee making a Grant setting forth various terms and conditions relating to the Grant inter alia the number of Options being offered/granted and the Exercise Price of each of the Options.
- s. **“Group Company”** means the Company, all its subsidiaries, whether in existence now or in the future, and its holding company, if applicable.
- t. **“Management Employee”** means Directors and other Employees as may be approved by the Administrator.
- u. **“Market Price”** means, subject to Applicable Law, the latest available closing price on a Recognized Stock Exchange on which the shares of the company are listed on the date immediately prior to the relevant date, and if such shares are listed on more than one Recognized Stock Exchange, then the closing price on the Recognized Stock Exchange having a higher trading volume shall be considered as the Market Price.
- v. **“Nomination and Remuneration Committee”** means the committee of the Board entrusted with the implementation, administration and superintendence of the Plan.
- w. **“Option(s)”** means an option granted pursuant to this Plan, comprising of a right but not an obligation granted to an Employee under this Plan to apply for and be allotted Shares of the Company at the Exercise Price, subject to the requirements of vesting.
- x. **“Optionee”** means the holder of an outstanding Option granted pursuant to this Plan.
- y. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Optionee from performing the specific jobs, works or tasks which the said Optionee was capable of performing immediately before such disablement, as determined by the Trustee based on a certificate of a medical expert identified by the Trustee.
- z. **“Recognised Stock Exchange”** means a stock exchange which is for the time being recognized by the Central Government / SEBI under Section 4 of the Securities Contracts (Regulation) Act, 1956.
- aa. **“SEBI”** means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended.
- bb. **“SEBI SBEB Regulations”** means the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended.

- cc. **"Shares"** mean equity shares with a face value of INR 2 (Indian Rupees Two) each in the share capital of the Company having such rights and restrictions as stated in the Articles. Upon any consolidation or sub-division of the Shares, the Shares shall refer to such Shares pursuant to consolidation or sub-division.
- dd. **"Shareholders' Agreement"** means the shareholders' agreement dated December 21, 2023 executed amongst *inter alia* the Company, Management Employees, Valiant Mauritius Partners FDI Limited, SVF Frog (Cayman) Ltd, as amended from time to time.
- ee. **"Trust"** means the Brainbees ESOP Trust constituted by the Company by way of the resolution dated October 25, 2021 passed by the Board and settled by the Company pursuant to the Brainbees Trust Deed dated November 8, 2021 executed between the Company and the initial trustees of the Trust.
- ff. **"Trustee"** means a trustee of the Trust.
- gg. **"Valuation of the Company"** shall mean 30(thirty) days volume weighted average price of the Company into number of total outstanding Shares of the Company on fully diluted basis.
- ii. **"Vesting"** means the process by which an Eligible Employee is given the right to apply for Shares against the Options granted to the Eligible Employee and the terms **"Vested"** and **"Unvested"** should be construed accordingly.
- jj. **"Vesting Condition"** means the conditions to be met pursuant to which the Options shall be Vested with the Employee as mentioned in paragraph 10 hereto, and additional conditions determined by the Administrator and mentioned in their respective Grant letter.

All terms used and not defined in this Plan shall, unless stated otherwise, have the same meaning as defined in the SEBI SBEB Regulations, Companies Act or any statutory modification or re- enactment thereof, as the case may be.

4. QUANTUM OF SHARES SUBJECT TO THE PLAN

- (a) The maximum number of Shares under this Plan shall be the number as approved by the Board and shareholders from time to time, which number as on the date of the adoption of this 2023 Plan shall be 2,48,34,508 (Two Crores Forty Eight Lakhs Thirty Four Thousand Five Hundred and Eight); out of which 99,33,803 (Ninety Nine Lakhs Thirty Three Thousand Eight Hundred and Three) Options are reserved only for the Management Employees (cumulatively) and remaining 1,49,00,705 (One Crore Forty Nine Lakhs Seven Hundred and Five) Options are reserved for the Employees (cumulatively).
- (b) If an Option becomes Unexercisable without having been Exercised or Vested for any reason including expiry of Options for reasons mentioned in Clause 12(f) and 12(g) below, the Option shall be added back to the pool of unallocated Options and shall become available for future Grant under the Plan.

- (c) Notwithstanding anything to the contrary contained in this Plan, no Shares shall be allotted for an underlying Option granted to a Management Employee unless such Option is vested in such Management Employee and shall on Vesting and Exercise of the relevant Option, be issued and allotted directly to the Management Employee.

5. ADMINISTRATION OF THE PLAN

The Plan shall be administrated by the Administrator, as defined above.

6. POWERS OF THE ADMINISTRATOR

- (a) Subject to the provisions of the Plan, the overall supervision of the Trust and Applicable Law, the Administrator shall have the authority to undertake the following, even if it is in deviation to the terms mentioned herein (unless such deviation is adverse and prejudicial to the interests of the relevant Employee):
 - (i) determine the Employees eligible for participation in the Plan;
 - (ii) determine the number of Options to be Granted, to each Employee and in the aggregate, and the times at which each such Grant shall be made;
 - (iii) determine the performance parameters for Grant of Options under the Plan;
 - (iv) determine the performance evaluation criteria from time to time based on which the performance of the Employee will be evaluated for the Grant;
 - (v) determine the timing of the Vesting of the Granted Options, and any conditions, subject to which such Vesting shall take place;
 - (vi) determine the Exercise Period within which the Employee is required to Exercise the Option, beyond which period the Option shall lapse;
 - (vii) accelerate, modify, vary, relax or waive the time period and / or modify the conditions for the Vesting, as the case may be, subject to Applicable Laws;
 - (viii) specify the time period within which the Employee shall Exercise the Vested Options in the event of termination or resignation of the Employee (other than for misconduct);

- (ix) lay down the conditions under which Options Granted or Vested in Employees may lapse in case of termination of employment for misconduct;
 - (x) lay down the procedure for making a fair and reasonable adjustment to the number of Options Granted and/or to the Exercise Price in case of a Change in Capital Structure and/or a Corporate Action;
 - (xi) provide for the right of an Employee to Exercise all the Options Vested in him/her at one time or at various points of time within the Exercise Period;
 - (xii) lay down the method for satisfaction of any tax obligation arising on the Exercise of the Options or otherwise;
 - (xiii) lay down the procedure for cashless Exercise of Options, if at all so intended by the Administrator;
 - (xiv) provide for the Grant, Vesting and Exercise of Options in case of Employees who are on long leave or whose services have been seconded/deputed at the instance of the Employer Company to its Subsidiary or holding company;
 - (xv) frame suitable rules, policies and systems to ensure that there is no violation, as and when applicable, of:
 - a) SEBI (Prohibition of Insider Trading) Regulations, 2015, and
 - b) SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003;
 - (xvi) exercise such powers as may be necessary or expedient in connection with the effective and efficient implementation and/or administration of the Plan.
- (b) Administrator shall not be liable for any decision or action made in good faith with respect to the Plan.

7. EFFECT OF ADMINISTRATOR'S DECISIONS

All decisions, determinations and interpretations of the Administrator, in accordance with the Applicable Law, shall be final and binding on all concerned.

8. ELIGIBILITY FOR GRANT OF OPTIONS

- (a) Only Employees eligible for being categorized as Eligible Employees by the Administrator and for being Granted Options under this Plan.
- (b) Neither the Plan nor any Option shall confer upon any Optionee any right with respect to continuing the Optionee's relationship as an Employee with the relevant Group Company, nor shall it interfere in any way with his or her right or such Group Company's right to terminate such relationship at any time, for any reason whatsoever.
- (c) Prior to the Grant of any Options to an Eligible Employee, the Administrator shall ensure that the disclosures mentioned in Annexure I to this 2023 Plan are disclosed to the relevant Eligible Employee.

9. RIGHTS OF AN OPTIONEE

Unless and until the Options have been Exercised and/or transferred or allotted to the name of the Optionee in accordance with the provisions of the Companies Act, 2013, the Optionee or

his/her nominee shall not have any rights whatsoever as a shareholder including rights for receipt of dividend and/or for voting with respect to the Options granted.

10. VESTING CONDITIONS OF OPTIONS

(a) The Options Granted shall be subject to the following conditions:

(i) Time. Subject to Applicable Law,

a. For a Management Employee, Vesting shall occur as per the timeline provided in Annexure II, subject to a minimum of 1 (one) year having lapsed from the date of Grant of the Options granted to such Optionee.

For all other Employees (options not granted in the capacity of Management Employees), the Vesting of the first installment for an Option shall be on the date corresponding to completion of 1 (one) year from the date of Grant of the Options granted to such Optionee and Vesting of Options shall occur over a minimum period of 4 (Four) years in equal annual instalments. The maximum period for Vesting shall be as contained in the Grant Letter but not exceeding 4 (four) years from the start of Vesting for Employees (options not granted in the capacity of Management Employees).

(ii) Vesting of Options would be subject to continued employment with the Company or Group Companies, as the case maybe.

(iii) The Vesting schedule and 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.

(iv) The Board / Nomination and Remuneration Committee may at its discretion facilitate accelerated Vesting of the unvested Options. Such accelerated vesting may be allowed subject to minimum Vesting period as provided above, except in the event of death or permanent incapacity of an employee. The Unvested Options shall be treated as Vested Options with effect from date of such acceleration of Vesting.

The terms and conditions relating to the Grant and the Vesting shall be set forth in the Grant Letter.

(b) Consistent with the Articles, Applicable Law, the Plan and the Grant, the Company may also require the Eligible Employees to enter into such agreements, as may be required and deemed necessary by the Administrator, at the time of Vesting or Exercise of the Options. Further, as a condition to the Exercise of the Options, the Administrator may require the Eligible Employees to satisfy any and all qualifications that may be necessary or appropriate to evidence compliance with Applicable Laws, and the provisions of this Plan and to furthermore make any further representations or warranties as may be requested by the Board.

- (c) On the termination of the employment of an Optionee without any Cause, all Options which have not been Vested shall automatically lapse on the date on which such termination comes into effect.
- (d) On the termination of the employment of an Optionee for Cause, unless otherwise directed by the Administrator, all Options that are Vested but not Exercised and all Unvested Options, as on the date on which the Cause occurs, shall automatically stand cancelled. The Company may suspend the Exercise of Options during the period when any enquiry against any such Optionee is pending.
- (e) In the event of death of an Optionee or the Optionee suffering Permanent Incapacity, if required by Applicable Law, all Unvested Options shall automatically Vest and all Options may be Exercised by the legal heirs or nominees of the deceased Employee as per Applicable Law, or by the Employee himself/herself, respectively.
- (f) In the event of an Optionee being transferred to a Group Company at the instance of or with consent of the Company, the Optionee will continue to hold all Vested Options and will be entitled to Exercise the Vested Options as per the terms contained herein.
- (g) In the event that an Employee who has been Granted an Option under this 2023 Plan, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company after such action, prior to the Vesting or Exercise of the Vested Options, the treatment of such 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 relevant Employee.

11. EXERCISE AND EXERCISE PRICE

- (a) There shall be no lock-in period for sale of Shares allotted pursuant to the 2023 Plan provided the Option Grantee is an Employee as on the date of allotment of shares upon Exercise of Options granted under the Plan. Subject to Applicable Law, the Shares so allotted are not subject to any lock-in period and upon listing with the stock exchanges, they are freely tradable in the stock market.
- (b) Options Granted under this Plan shall become Exercisable at any time after vesting, subject to the Vesting Conditions and terms of exercise contemplated herein.
- (c) Options granted under this Plan and vested with the Employee shall be exercisable by the Employee only during the Exercise Period beyond which they shall be subject to Automatic Exercise.
- (d) Notwithstanding anything contained in this Plan, all Options granted to the Employee (options not granted in the capacity of Management Employee) and Vested with him/ her, if not exercised within the Exercise Period, shall after expiry of three (3) years from the Vesting Date of such Option, be subject to automatic exercise and shall be deemed to be automatically exercised ("**Automatic Exercise**") on the date when the Market Price becomes equal to or exceeds the Exercise Price ("**Trigger Event**").

(e) Upon occurrence of the Trigger Event and Automatic Exercise of any Options as per provisions contained above,

- i. the Trust shall sell such number of Shares (underlying the relevant Options) on the Recognized Stock Exchange, which fetch in the least the Exercise Price for such Option together with any Taxes that may be applicable on such sale (and such Shares being the “**Sale Shares**”); and
- ii. the Trust shall transfer (in the relevant Optionee’s dematerialized account) the remaining Shares (i.e. the Shares underlying the Vested Options of such Optionee minus the Sale Shares) to the relevant Optionee;

Provided that the trust shall transfer such Shares in the manner so provided only if it is permissible as per Applicable Law;

(f) Except as provided under Clause 11(d) above, Options shall not be exercisable after the expiry of the Exercise Period and shall lapse post the period contemplated therein.

(g) **Tax Liability:**

- i) Any Tax liability arising out of allotment of the Options or issue of Shares, as the case may be, under this Plan will be deducted or paid, from/by Eligible Employee in accordance with Applicable Laws in India and in such other countries, as applicable.
- ii) In the event of any withholding Tax liability arising on account of grant of Option or issue of Shares pursuant to the Exercise of such Options, the Company shall be entitled to withhold such tax from any dues to the Eligible Employee.
- iii) Any other taxes introduced in future by the state government or central government or any other relevant authority shall also be deducted/collected from the Employee. The Company reserves the right to not allot the Options/ issue Shares in case the Employee is unable to discharge in full the obligation(s) in the respect of applicable Taxes.
- iv) The Eligible Employees shall be required to indemnify the Company with respect to any Tax liability arising out of the Grant, Vesting and/or Exercise of Options by such Eligible Employee.

12. METHODOLOGY OF EXERCISE OF OPTIONS

- (a) Once the Options are Vested upon the Optionee post completion/satisfaction of the Vesting conditions as per clause 10(a), as and when such Optionee becomes eligible to Exercise the Options, the Optionee shall submit an intimation in writing to the Company (in accordance with the Grant Letter) of his/her intention to exercise the Option in accordance with the Plan. Such intimation shall state that the Optionee intends to either: (A) transfer all or any of the Shares underlying the Options to the Optionee, subject to the approval of such transfer by the Board; or (B) sell the Shares to any person (including in open market, if applicable) subject to compliance with the

terms of the Articles and Applicable Law, and subsequently transfer the amounts realised pursuant to such sale to the bank account of the Optionee. The Optionee shall be required to specify the details of its bank account in the Optionee's intimation to the Company. Further, upon exercising the Options, such Optionee or transferee respectively shall be bound by the restrictions applicable on all shareholders as provided under the Articles, as amended from time to time.

- (b) Subject to adjustments as provided for herein (including for any Corporate Actions), each Option shall entitle an Optionee to receive 1 (One) Equity Share pursuant to their Exercise of such Option.
- (c) In the event the Optionee elects to purchase the Shares from the Trust, the Trust shall promptly transfer such number of Shares to the Optionee and the Optionee shall pay the applicable Exercise Price in respect of the Shares to the Trust. The method of payment shall be determined by the Administrator and communicated to the Optionee within 7 (seven) working days from the date of the intimation issued by the Optionee. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such consideration may be reasonably expected to benefit the Company.
- (d) In the event the Trust transfers such Shares in accordance with this Plan to a third party, the proceeds from such transfer of Shares shall be credited to the bank account of the Optionee after: (i) withholding necessary taxes under the Applicable Law; (ii) deducting the share of the Optionee in the Trust's expenses, if any, as communicated by the Administrator to the Optionee; and (iii) deducting the amount payable by the Employee towards Exercise Price.
- (e) Procedure for Exercise of Options

An Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as contained in this Plan and/or as determined by the Administrator and set forth in the Grant Letter with the approval of the Board. Subject to the Vesting conditions mentioned in Clause 10(a) being met, the Option shall be deemed exercised when the Trust receives:

- i. an intimation in writing (in accordance with the Grant Letter) to the Trust of the Optionee's intention to Exercise the Option in accordance with the Plan from the person entitled to exercise the Option and,
- ii. in case the Optionee elects to purchase the Shares underlying the Options in accordance with paragraph 12(c), full payment of the Exercise Price for the Shares with respect to which the Option is exercised.

Options will become exercisable in part or whole.

- (f) The amount paid by the Eligible Employee, if any, at the time of Grant, Vesting or Exercise of Option – (a) may be forfeited by the Company if the Option is not exercised and lapses in accordance with this Plan; or (b) maybe refunded to the Employee if the

Options are not vested due to non-fulfilment of conditions relating to vesting of option as per the Plan.

(g) Separation of an Employee from the Company.

In the event an employee is no longer employed by the Company, the Options will be treated in accordance with the Grant Letter.

(h) Breach of the policies of the Company or the terms of employment

In the event of breach of the policies of the Company or the terms of employment by the Optionee, during the term of his/her employment, all Options, including those which are Vested but not Exercised at the time of such breach shall expire and stand terminated with effect from the date of such breach.

13. NON TRANSFERABILITY OF OPTIONS

The Options granted under this Plan are not eligible to be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner, during the lifetime of the Optionee.

14. AMENDMENT AND TERMINATION OF THE PLAN

(a) The Board of Directors, subject to such approvals/consents as are required under applicable law/ regulations, in its absolute discretion may from time to time amend, alter or terminate the Plan or any Grant or the terms and conditions thereof, provided that no amendment, alteration or termination in any Grant previously made may be carried out, which would impair or prejudice the rights of the Employee without the consent of the concerned Employee.

(b) Shareholder Approval

The approval of the shareholders shall be obtained by the Company in accordance with the Applicable Law for the purpose of any amendment to this Plan.

(c) Without prejudice to the above, the Board of Directors, without any reference to or consent of the Employee concerned, amend the Plan or Grant or any Agreement to comply with any Applicable Laws, regulations or guidelines, which is or may hereinafter, become applicable to this Plan.

15. CONDITIONS UPON ISSUANCE OF SHARES

(a) Legal Compliance:

Shares shall not be transferred pursuant to the Exercise of an Option unless the Exercise of such Option and the delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of the legal counsel engaged by the Company with respect to such compliance.

(b) Inability to obtain authority:

The inability of the Company to obtain authority from any regulatory authority having jurisdiction, which authority is deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

(c) Listing of Shares

Any Shares arising out of the Options Granted by the Company, shall be listed immediately upon allotment on all the recognised stock exchanges where the Shares of the Company are listed subject to compliance with the Applicable Laws.

16. CHANGE IN CAPITAL STRUCTURE OR CORPORATE ACTION

- (a) Except as hereinafter provided, a Grant made shall be subject to adjustment by the Administrator, at its discretion, as to the number of Options Granted and/or the Exercise Price, in the event of a Change in Capital Structure or a Corporate Action.

All discretion and flexibility shall be with the Administrator / Board of Directors including to pay Cash compensation for Vested plus Unvested Options at fair value received by other shareholders.

- (b) The existence of the Plan and the Grants made hereunder shall not in any way affect the right or the power of the Board of Directors or the shareholders or the Company to make or authorize any Change in Capital Structure or any Corporate Action, including any issue of shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof.

- (c) In the event of Change in Capital Structure before the Options Granted under this Plan are Exercised, the Employee shall, be entitled to following benefit:

i) For Bonus / Split

The resulting shares on the exercise to increase proportionately and the exercise price to decrease proportionately.

ii) Rights issue

Right to Exercise for the pro rata rights offer but only at time of Exercise of Options.

- (d) In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or parent corporation thereof, as the case may be (the "Acquiring Corporation"), may either assume the Company's rights and obligations in respect of outstanding Options or substitute the outstanding Options with substantially equivalent Options of the Acquiring Corporation.

17. LOANS TO EMPLOYEES

- (a) Subject to the provisions of Applicable Law, including the Companies Act, 2013, the Company may directly and / or through a trust at its sole discretion provide financial assistance to the Employees of such amounts and on such terms as may be deemed fit, to enable them to Exercise the Options
- (b) For this purpose, the Company may require the Employees to sign such document, for pledging / encumbering the Shares issued to the Employees on Exercise of the Options and do such other things as may be required in this regard, as the Company may deem fit.
- (c) The Employee shall pledge the Shares with the Company / the trust and Company / the trust shall have a lien thereon, till such time as the loan/financial assistance given to the Employee, together with any interest and other charges payable thereon, if any, are fully repaid or otherwise discharged by the Employee.
- (d) In the event of any loan or any installment remaining unpaid for a period of 3 (three) months of the date on which such loan / installment falls due for payment or the Employee failing to repay / discharge the loan, then the Company / the Trust will have power to deal with the Shares or otherwise dispose them off as it may deem fit. The excess amount after adjusting the amount payable by the Employees shall be paid to the Employee as soon as may be practicable.

18. MISCELLANEOUS

- (a) The Company may, at any time buyback the Options as per the applicable terms and conditions and in compliance with the SEBI SBEB Regulations.
- (b) Terms and conditions for grant, vesting and exercise of Options in case of employees who are on long leave, shall be as per the Applicable Laws and in compliance with the SEBI SBEB Regulations.
- (c) In case of winding up of the Plan being implemented by the company, excess monies or shares remaining with the Trust after meeting all the obligations, if any, shall be utilised for repayment of loan or by way of distribution to employees or subject to approval of the shareholders, be transferred to another plan/ scheme under the Applicable Laws, as recommended by the Administrator.]
- (d) Each Eligible Employee shall be entitled to make a nomination of a person, who shall be entitled to the Vested Options/ Shares on the death of the Employee, subject to the terms and conditions of the Plan. A nomination made herein may be revoked in writing by the Eligible Employee at any time during the time of employment and a new nominee may be appointed in writing on the form provided by the Board for such purpose. Such nominee shall be the only legal representative recognized by the Company as the inheritor of the Optionee to the exclusion of all others.
- (e) The Grant of an Option does not form part of the Optionee's entitlement to compensation or benefits pursuant to his contract of employment nor does the

existence of a contract of employment between any person and a Group Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any condition or at all.

- (f) The rights granted to an Optionee upon the Grant of an Option shall not afford the Optionee any rights or additional rights to compensation or damages in consequence of the loss or termination of his/her office or employment with a Group Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair). Grant of an Option shall not be construed as a guarantee of employment for any duration.
- (g) The Optionee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to Exercise an Option in whole or in part.
- (h) Each Optionee shall enter into such agreements, as the Company may desire from time to time pursuant to the Plan. The Optionee shall be obligated to comply with all such agreements in full.
- (i) Optionee may surrender his Vested or Unvested Option at any time with or without consideration. Such Optionee should communicate the same in writing to the Trust. Upon the death of an Optionee, Options may be surrendered by the legal heirs or nominees of such Optionee, being the holder at that time.
- (j) All notices of communication required to be given by the Company to an Optionee by virtue of this Plan shall be in writing and shall be sent to the address of the Optionee available in the records of the Company and any communication to be given by a Optionee to the Company or the Trust in respect of the Plan shall be sent to the address mentioned below or such other address as may be notified by the Company or the Trust:

Address of the Company:

Rajashree Business Park,
Survey No. 338,
Next to Sohrabh Hall, Tadiwala Road.
Pune 411 001, Maharashtra, India.

Address of the Trust:

Rajashree Business Park,
Survey No. 338,
Next to Sohrabh Hall, Tadiwala Road.
Pune 411 001, Maharashtra, India.

- (k) This Plan shall be governed by and construed in accordance with the laws of India. The Options issued hereunder shall be governed by and in accordance with the Companies Act, 2013, SEBI SBEB Regulations, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements)) Regulations, 2018, as amended, and all other

relevant rules, regulations and guidelines issued by SEBI or any other statutory authority as applicable from time to time.

- (l) Neither the adoption of the Plan nor any action of the Board of Directors and/or the Administrator shall be deemed to give an Employee a right to be Granted any Option or any other rights hereunder, except as may be evidenced by a Grant Letter duly executed on behalf of the Company and the Employee and then only to the extent of and on the terms and conditions expressly set forth therein.
- (m) The Employee shall ensure complete confidentiality in respect of all documents, matters and discussions in relation to the Plan, Grant, Grant Letter and all connected matters. Any violation may result in cancellation of the Grant, lapse of all Options (whether Granted and/or Vested or not) or compulsory retransfer of Shares acquired on Exercise of the Options to a nominee as the Nomination and Remuneration Committee may deem fit, without prejudice to any other action/s which may be taken in this regard by the Company.
- (n) Nothing contained in the Plan or in any Grant made hereunder shall:
 - i) confer upon any Employee any right with respect to continuation of employment or engagement with the Employer Company, and/or
 - ii) interfere in any way with the right of the Employer Company to terminate employment or services of an Employee at any time
- (o) Nothing contained in the Plan shall be construed to prevent the Employer Company from taking any Corporate Action which is deemed by the Employer Company to be appropriate or in its best interest, whether or not such Corporate Action would have an adverse effect on the Plan or any Grant made under the Plan or, subject to the Employer Company making a fair and reasonable adjustment for Employees in terms of Clause 16 above in the event of such Corporate Action. No Employee or other persons shall have any claim against the Employer Company as a result of such Corporate Action.
- (p) The Employee shall ensure that there is no violation of:
 - i) SEBI (Prohibition of Insider Trading) Regulations, 2015; and
 - ii) SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003; and/or
 - iii) Any other law/s to prevent fraudulent or harmful practices relating to the Securities market.

The Employee shall keep the Company, the Board and the Administrator fully indemnified in respect of any liability arising for violation of the above provisions.

ANNEXURE I

DISCLOSURES

A: Statement of risks

All investments in shares or options are subject to risk as the value of shares may go down or go up. In addition, the options are subject to the following additional risks:

1. Concentration: The risk arising out of any fall in value of shares is aggravated if the employee's holding is concentrated in the shares of a single company.
2. Leverage: Any change in the value of the share can lead to a significantly larger change in the value of the options.
3. Illiquidity: The options cannot be transferred to anybody, and therefore the employees cannot mitigate their risks by selling the whole or part of their benefits before they are exercised.
4. Vesting: The options will lapse if the employment is terminated prior to vesting. Even after the options are vested, the unexercised options may be forfeited if the employee is terminated for gross misconduct.

B: Information about the company

1. Business of the company: A description of the main objects and present business of the company.
2. Abridged financial information: Abridged financial information, for the last five years for which audited financial information is available, as specified by the Board from time to time. The last audited accounts of the company shall also be provided unless this has already been provided to the employee in connection with a previous option grant or otherwise.
3. Risk Factors: Management perception of the risk factors for the company (i.e., sensitivity to foreign exchange rate fluctuations, difficulty in availability of raw materials or in marketing of products, cost/time overrun etc.).
4. Continuing disclosure requirement: The option grantee shall be provided copies of all documents that are sent to the members of the company. This shall include the annual accounts of the company as well as notices of meetings and the accompanying explanatory statements.

C: Salient features of the Plan

Disclose the salient features of the Plan of the company including the conditions regarding vesting, exercise, adjustment for corporate actions, and forfeiture of vested options as the case may be. It shall not be necessary to include this disclosure if it has already been provided to the employee in connection with a previous grant, and no changes have taken place in the scheme since then. If the scheme administrator (whether the company itself or an outside securities

firm appointed for this purpose) provides advisory services to the grantees in connection with the exercise of options, as the case may be, or sale of resulting shares, such advice must be accompanied by an appropriate disclosure of concentration and other risks. The scheme administrator shall conform to the code of conduct appropriate for such fiduciary relationships.

ANNEXURE II

VESTING

Milestone event	Vesting
Valuation of the Company being equivalent to, or higher than INR 4,10,00,00,00,000 (Indian Rupees Forty One Thousand Crores)	Vesting of 33.34% of the total ESOPs Granted to the relevant Management Employee shall have been completed
Valuation of the Company (being equivalent to, or higher than INR 5,33,00,00,00,000 (Indian Rupees Fifty Three Thousand Three Hundred Crores)	Vesting of 66.67% of the total ESOPs Granted to the relevant Management Employee shall have been completed
Valuation of the Company being equivalent to, or higher than INR 6,56,00,00,00,000 (Indian Rupees Sixty Five Thousand Six Hundred Thousand Crores)	100% of the total ESOPs Granted to the relevant Management Employee shall have been completed.