

“ROX Employee Stock Option Plan, 2024”
(“ESOP 2024” / “Plan”)

ROX HI-TECH LIMITED

Registered Office: Old no. 101 B, New no. 160, 1st & 3rd floor,
Mahalingapuram High Road, Nungambakkam,
Chennai 600034.

Ph: 044 42068016;

Email: infor@rox.co.in; website: www.rox.co.in



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1. INTRODUCTION

- 1.1 One of the prime objectives of **ROX HI-TECH LIMITED** (“**ROX**” or “**Company**”) has always been to create high performance communities that create significant value for all stakeholders.
- 1.2 The objective of this ROX Employee Stock Option Plan, 2024 (“**ESOP 2024**” / **Plan**) is to attract, retain, encourage and reward the Employees, who are the drivers of Company’s growth. The ESOP 2024 is intended to reward the Employees for their performance, commitment and support for the growth of the company and to provide an incentive to continue contributing to the success of the Company. It is envisaged that the ESOP 2024 will enable to attract and retain the best available talent by making them partners in business and its growth.
- 1.3 This document sets out the features of the ESOP 2024, the benefits accruing to Employees under this Plan, the duties and responsibilities of the beneficiaries as also the procedures to be followed. The document shall serve as a reference for the administration of ESOP 2024. This document should be carefully read and understood and the procedures prescribed diligently observed for availing the benefits under ESOP 2024.
- 1.4 The tenure of the Plan shall be a maximum of 10 years from the date of the Plan coming into force, or till such time the Options granted under the Plan have been either Exercised (*defined below*) or have lapsed, as the board of directors may decide from time to time. Further, the Board of Directors shall have the power to pre close the Plan as it may deem fit in accordance with this Plan.
- 1.5 The Board of Directors or the Nomination & Remuneration Committee of Board, as authorised, may, subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate the ESOP 2024. The Nomination & Remuneration Committee of the Board of Directors of the Company (by whatever name called) duly constituted in terms of Section 178 of the Companies Act, 2013 and Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015 (“**Listing Regulations**”) shall act as the Compensation Committee for administration of ESOP 2024.
- 1.6 This document is not intended to provide any legal or taxation advice to the Option Grantee of ESOP 2024 and such Employee should consult their own tax advisors before accepting the grant and / or vesting of the Equity Shares under the ESOP 2024 Plan.

2. DEFINITIONS

I. DEFINITIONS:

In this document the following expressions including their grammatical variations and cognate expressions shall unless, repugnant to the context or meaning thereof, have the meaning assigned to them respectively as hereunder:

- 2.1 “**Applicable Laws**” includes laws, statute, rule, regulation, guideline, circular or notification relating to employee stock options, including, without limitation to, the Companies Act, 2013, read with the Companies (Share Capital and Debentures Rules), 2014, the SEBI SBEB & SE Regulations, the Listing Regulations and all other relevant tax, securities, exchange control or corporate laws, statutes, rules, regulations, guidelines, circulars, notification or bye-laws of the republic of India or any relevant jurisdiction, and includes any statutory modifications or re- enactments thereof, and all relevant tax, securities, exchange control corporate laws of India including any enactment, re-enactment, amendment, modification or alteration thereof.
- 2.2 “**Agreement**” means the Employee Stock Option Agreement, if any, entered in to between the Company and Employee, evidencing the terms and conditions of Options granted under

ESOP 2024. The Agreement is subject to the conditions of ESOP 2024.

- 2.3 **“Board”** means the Board of directors of the company
- 2.4 **“Committee”** means the nomination and remuneration committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit plan/schemes, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and having such powers as specified under the SEBI SBEB & SE Regulations read with powers specified in this ESOP 2024.
- 2.5 **“Company” or “ROX”** means ROX HI-TECH LIMITED incorporated in India under the Companies Act 1956, having its registered office at Chennai and shall include its successors-in-interest and assigns. The term “Company” shall also include a Group company where the context may so require.
- 2.6 **“Employee / Employees”** means such persons who are identified by the Committee as being beneficiaries of the Plan:
- (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 (in whatsoever name called including but not limited to executive 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) above, of a Group company including Subsidiary Company(ies) or Employee Company(ies) (present or future), 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 person belonging to the Promoter Group;
 - B. a director who, either by himself or through his Relatives or through any body corporate, directly or indirectly, holds more than 10% (ten percent) of the outstanding equity shares of the Company.
 - C. A Director being an independent director
- 2.7 **“Employee Company”** shall have the same meaning ascribed to the term under section 2(6) of the Companies Act, 2013.
- 2.8 **“ESOP 2024” or “the Plan”** means the ROX. Employee Stock Option Plan, 2024 as set out hereunder and shall include any alterations, amendments, modifications, or variations made thereto from time to time.
- 2.9 **“ESOP Selection Committee”** means the committee that may be constituted by the Committee in terms of Clause 5 hereof.
- 2.10 **“ESOP Shares”** means the Shares issued pursuant to Exercise of Options granted under ESOP 2024.
- 2.11 **“Exercise”** means making of an application by the Option Grantee to the Company for issue of Shares against Options Vested, during the Exercise Period, in pursuance of and in accordance with the ESOP 2024, in the prescribed manner, along with Exercise Price and applicable taxes.
- 2.12 **“Exercise Period”** means the time period after Vesting within which the Option Grantee may



- Exercise right to apply for Shares against the Options vested in pursuance of the ESOP 2024.
- 2.13 **“Exercise Price”** means the price payable by Option Grantees for exercising the Option granted in pursuance of ESOP 2024.
- 2.14 **“Grant”** means issue of the Options to Employees identified by the Nomination & Remuneration Committee under the ESOP 2024.
- 2.15 **“Grant Date” or “Date of Grant”** means the date fixed by the Nomination & Remuneration Committee to be the date on which the Options under ESOP 2024 are granted to an Employee. The date would be specified in the Grant letter issued to the Employee.
- 2.16 **“Grant Letter”** means a written communication by the Company to an Employee, evidencing a Grant to such Employee and the terms and conditions relating to such Grant, in addition to the terms of the Plan.
- 2.17 **“Group”**, means two or more companies which, directly or indirectly, are in a position to—
- (a) Exercise twenty-six per cent. or more of the voting rights in the other company; or
 - (b) appoint more than fifty per cent. of the members of the Board of Directors in the other company; or
 - (c) control the management or affairs of the other company.
- 2.18 **“Holding Company”** shall mean a holding company as defined under Section 2(46) of the Companies Act, 2013, and as amended from time to time
- 2.19 **“Independent Director”** shall have the meaning assigned to it under the Listing Regulations.
- 2.20 **“Misconduct”** means any of the following:
- a. committing of any act of misconduct warranting summary termination under law; or
 - b. conduct which in the reasonable opinion of the Nomination & Remuneration Committee amount to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or
 - c. a finding by the Nomination & Remuneration Committee that an Employee has committed any material or consistent breach of any of the terms or conditions of the employment agreement including any wilful negligence of the duties assigned by the Board; or
 - d. being disqualified from holding office in the Company or any other company under any legislation or being disqualified or disbarred from membership of, or being subject to any serious disciplinary action by, any regulatory body within the industry, which undermines the confidence of the Committee in the individual’s continued employment; or
 - e. having acted or attempted to act in any way which in the opinion of the Committee has brought or could bring the Company or any other Group member into disrepute or discredit;
 - f. conviction of any criminal offence or having been charged with any criminal offence which, in the reasonable opinion of the company will result in conviction.
 - g. breach or violation of any Company Policies/ Terms of Employment;
 - h. Any other not included above but defined as misconduct in the Company’s rules or Employee handbook and / or employment agreement and/or appointment letter.
- 2.21 **“Nomination & Remuneration Committee” or “the Committee”** means the Committee constituted by the Board of Directors of the Company from time to time under Section 178 or any other relevant provisions of the Companies Act 2013 or under Regulation 19 of the Listing Regulations.



- 2.22 **“Nominee”** or **“Nominees”** means any person nominated by an Option Grantee under ESOP 2024.
- 2.23 **“Option”** or **“Employee Stock Option”** means the benefit or right but not an obligation given to an Employee to purchase or subscribe for, at a future date, the Shares offered by the Company, directly or indirectly, at a predetermined price.
- 2.24 **“Option Grantee”** or **“Grantee”** means an Employee to whom Options have been granted under ESOP 2024.
- 2.25 **“Permanent Incapacity”** means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Nomination & Remuneration Committee based on a certificate of a medical expert identified by the Company.
- 2.26 **“Promoter”** shall have the same meaning assigned to it under the SEBI ICDR Regulations.
- 2.27 **“Promoter Group”** shall have the same meaning assigned to it under the SEBI ICDR Regulations.
- 2.28 **“Relatives”** shall have the same meaning as defined under Section 2(77) of the Companies Act, 2013.
- 2.29 **“Relevant Date”** means any of the following dates as the context requires:
- (i) in the case of Grant, the date of the meeting of the Committee on which the Grant is made; or
 - (ii) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Option Grantee
- 2.30 **“Retirement”** means retirement as per the rules of the Company or any of its Group companies, including any direct or indirect Subsidiary Company, Holding Company or Employee Company.
- 2.31 **“SEBI ICDR Regulations”** means Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, and includes all amendments, circulars, notifications and clarifications issued there under and as amended from time to time.
- 2.32 **“SEBI SBEB & SE Regulations”** shall mean the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended.
- 2.33 **“Share”** means equity shares of the Company within the meaning of this Plan.
- 2.34 **“Subsidiary Company”** means the subsidiary company (present or future) as defined in Section 2 (87) of the Companies Act, 2013.
- 2.35 **“Vesting”** means the process by which the Option Grantee becomes entitled to apply for Shares of the Company against the Options granted in pursuance of ESOP 2024. The terms “Vest” and “Vested” shall be construed accordingly.
- 2.36 **“Vesting Condition”** means any condition subject to which the Options granted would Vest in an Option Grantee.
- 2.37 **“Vesting period”** means the period during which the Vesting of the Option granted to the Employee in pursuance of ESOP 2024 takes place i.e. the period elapsed between the Date of Grant and the date of Vesting of the Options granted to the Employees and as specified in the

relevant Grant Letter.

II. INTERPRETATION

In this Plan, unless the contrary intention appears:

- A. the clause headings are for ease of reference only and shall not be relevant to interpretation;
- B. a reference to a clause number is a reference to its sub-clauses;
- C. words in singular number include the plural and vice versa;
- D. words importing a gender include any other gender; and
- E. a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- F. for the purposes of any calculation under this Plan 2024 any fraction the will be rounded up or down to the nearest integer;
- G. reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof.
- H. the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of this Plan have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Laws including SEBI (SBEB & SE) Regulations, as the context requires; and
- I. Words / phrases and expressions used and not defined here but defined in the SEBI (SBEB & SE) Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. NOMINATION & REMUNERATION COMMITTEE

3.1 The Nomination & Remuneration Committee may from time to time determine:

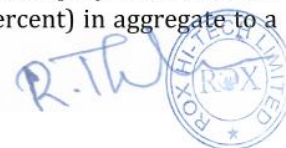
- (a) the quantum of Options to be granted per Employee and in aggregate under the Plan;
- (b) the conditions under which Options may vest in Employee and the situations under which they may lapse including but not limited to termination of employment for Misconduct, etc;
- (c) the Exercise Period within which the Employee can Exercise the Options post which the Options would lapse;
- (d) the specified time period within which the Employee shall Exercise the vested Options in the event of termination or resignation;
- (e) the right of an Employee to Exercise all the Options Vested in him at one time or at various points of time within the Exercise Period;
- (f) the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Options and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration by the Nomination & Remuneration 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;
 - (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Employee who is granted such Options;



- (g) the Grant, Vesting and Exercise of Options in case of Employee who are on long leave;
 - (h) the procedure for funding the Exercise of Options;
 - (i) the procedure to constitute the ESOP Selection Committee;
 - (j) the procedure for buy-back of 'specified securities' as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018 issued under the SEBI SBEB & SE 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.
 - (k) frame suitable policies, procedures and systems to ensure that there is no violation of Applicable Laws and regulations, by any Employee;
 - (l) carry out such other terms of reference as may be laid down by the Board of Directors.
- 3.2 In case of any disputes relating to the interpretation of the terms and conditions of the Plan, the decision of the Nomination & Remuneration Committee shall be final and binding on the Employees.
- 3.3 The Company has already adopted policies as required under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2018 and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations by the Company or any of its Employees, as applicable.
- 3.4 No member of the Nomination & Remuneration Committee shall be personally liable for any decision or action taken in good faith with respect to the administration of the Plan.

4. QUANTUM OF OPTIONS

- 4.1 The total number of Options granted under ESOP 2024 shall not exceed 5,63,200 (Five Lakh Sixty Three Thousand and Two Hundred only) Options Exercisable into 5,63,200 Shares, being 2.466% of the issued and paid-up equity share capital of the Company as on March 31, 2024 or such number as maybe required on account of any corporate action, as may be approved by the Committee, Board and the shareholders of the Company from time to time, with each of such Option conferring a right upon the Employee to apply for one equity Share of the Company, in accordance with the terms and conditions of such issue.
- 4.2 The total number of Shares reserved and available for issuance pursuant to the Options Granted under this Plan will be in accordance with the resolution passed by the Committee (and approved by the Board on February 28, 2024 and the shareholders on March 28, 2024).
- 4.3 The Options which are surrendered, cancelled, lapsed or forfeited are eligible to be reissued as fresh grants as per the provisions of this Plan.
- 4.4 Subject to availability of Options under the plan, the maximum number of options granted per an eligible employee shall not exceed 1% (one percent) of the Issued Equity Shares of the Company in any financial year and shall not be more than 5% (five percent) in aggregate to a



single employee.

5. ESOP SELECTION COMMITTEE

An ESOP Selection Committee may be constituted by the Nomination & Remuneration Committee, if necessary, to enable it to identify the Employees eligible to participate in this ESOP 2024 in accordance with terms hereof and the Applicable Law. The Committee or the ESOP Selection Committee may, at its discretion, lay down certain criteria including, but not limited to, the performance metrics which would include the targets, goals, events, profitability, revenue, share price growth and other strategic metrics/parameters (as applicable at the relevant stage and as determined by the Committee, and which may be specified in the respective Grant Letters or the vesting letters to be issued) based on which the Options shall be Granted and/or vest and to help in quantifying the Options to be Granted to Employees.

6. GRANT PROCEDURE AND ACCEPTANCE

6.1 The Nomination & Remuneration Committee shall have the power to Grant the Options under the ESOP 2024 to the identified Employees.

6.2 The Nomination & Remuneration Committee will cause the Grant Letter to be issued to the identified Employees, containing, inter alia, the following details:

- Name of the Employee;
- No. of Options Granted;
- Date of Grant;
- Exercise Price;
- Vesting conditions & Vesting schedule;
- Exercise Period;
- Additional Vesting condition, if any;
- Targets/Goals/other parameters if any applicable for Vesting
- Disclosures as required under the Applicable Laws.

6.3 The maximum number of Options granted to any one Employee over the life of the Plan shall not be more than 1% (one percent) of the issued equity share capital of the Company (excluding outstanding warrants and conversions) at the time of Grant of the Option. Prior approval of shareholders by way of special resolution in the general meeting shall be obtained in case the Grant of Options to any Employee is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.

6.4 No upfront payment shall be made by Employees at the time of Grant of Options and the Exercise Price is payable at the time of Exercise of Option by those Employees.

7. VESTING PERIOD AND CONDITIONS

7.1 Vesting, requirements of Vesting and maximum period of Vesting:

Option granted under the Plan shall vest not earlier than minimum period of 1 (one) year and not later than maximum period of 5 (five) years from the date of Grant.

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 or amalgamated with the Company, the period during which the options granted by the Transferor Company were held by him may be adjusted against the minimum Vesting Period required under this Sub-clause in due compliance with the provisions of SEBI SBEB & SE Regulations.

Provided further that in the event of Death or Permanent Incapacity of an Employee, the minimum Vesting Period shall not be applicable and in such instances, all the Unvested Options shall vest with effect from date of the Death or Permanent Incapacity.

(a) Options granted may be vested based on:

- (i) Attaining goals and / or
- (ii) Achieving Targets and / or
- (iii) Occurrence of an Event and / or
- (iv) Other parameters

as may be determined by the Nomination & Remuneration Committee from time to time.

(b) Vesting of Option would be subject to continued employment with the Company. In addition to this, the Committee may also specify certain performance criteria subject to satisfaction of which the Options would vest.

(c) The Vesting shall not be automatic and will be subject to the Option Grantees meeting various parameters as applicable at the time of Vesting of Options and as determined by the Committee. The targets or goals or events or other parameters as may be fixed by the Nomination & Remuneration Committee may either be for the individual or for the team or for the organization as a whole and /or financial or event achievements.

(d) Subject to the terms of the Plan and the Grant Letter, the Options Granted by the Company would Vest with the Option Grantee only upon expiry of the applicable Vesting period in respect of the same.

(e) The Options can be granted to an Employee working with a Group company, including Holding, Subsidiary or Employee Company, or continue to vest and shall be Exercised as per the terms of the Grant (i) in case the Option Grantee moves from an employment role to a directors' role (executive/non-executive) in the Company or in the Group company (within the definition of 'Employee'); or (ii) in case of transfer to a Group company, including Holding, Subsidiary or Employee Company.

(f) The Nomination & Remuneration Committee shall communicate the requirements of Vesting, Vesting schedule and other terms through Grant letter at the time of Grant.

7.2 In case the Option Grantee goes on a continuous unpaid leave of 30 (thirty) days or more during the Vesting period, the Vesting Period will be automatically extended by such period of leave in excess of 30 (thirty) days. The Nomination & Remuneration Committee may prescribe further terms and conditions for the Vesting of such Options considering the contribution of such Option Grantees for the performance. The Nomination & Remuneration Committee shall have the right to exempt any Option Grantee from the operations of the provisions of this clause. In cases where the Vesting is based on performance or attainment of targets or goals or other parameters or happening of an event, the Nomination & Remuneration Committee shall make suitable changes in Vesting period or in Vesting conditions in the event of Option Grantee



going on a continuous unpaid leave of 30 (thirty) days or more.

8. LOCK-IN PERIOD AND METHOD OF VALUATION

- 8.1 The ESOP Shares issued pursuant to the Exercise of the Options shall not be subject to any lock in period restriction after such allotment and credit to the respective demat account; however the same shall be subject to such restrictions as maybe prescribed under Applicable Laws including the Company's Code of Conduct to regulate, monitor and report trading by insiders, under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended.
- 8.2 The Company shall follow the intrinsic method for valuations of Options unless otherwise required by the Accounting Standards followed by the Company.

9. EXERCISE PRICE, EXERCISE PERIOD & PROCEDURES

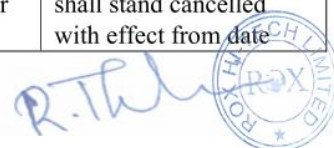
- 9.1 The Exercise Price per Option shall be lower of the weighted average Market Price of last 6 (six) months or closing Market Price before the date of Grant with upto a discount of 20%. The Exercise Price shall be decided by the Committee as on the date of Grant. However, the Exercise Price shall not be lesser than the face value of Shares.
- 9.2 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 Committee may decide from time to time.
- 9.3 The Option Grantees can Exercise rights to convert the Options into Shares either in full or in tranches by addressing a communication to the Nomination & Remuneration Committee (or any authority identified by the Nomination & Remuneration Committee) in the form that may be prescribed by the Nomination & Remuneration Committee from time to time. The Option Grantee, shall, at the time of Exercise of Options send the prescribed form mentioning the number of Options that he is willing to Exercise, PAN and other details as may be required, together with payment for an amount equal to the aggregate Exercise Price and tax payable in respect of the Options Exercised.

The Exercise Period shall commence from the date of Vesting and expire not later than 3 (three) years from the relevant Vesting date as included in the Grant Letter, or such other shorter time period as may be determined by the Committee, subject to company policies and Applicable Laws.

- 9.4 Options vested and not Exercised by the Option Grantees before the Exercise Period of the said Options, shall lapse.
- 9.5 Notwithstanding anything contained elsewhere in the Plan:
- (i) if the Option Grantee does not Exercise his vested Options within a period as stipulated by the Committee, the Options shall stand lapsed.
 - (ii) Exercise in case of separation from employment:

Subject to maximum Exercise period stated below, the vesting options can be exercised as under:

S.no.	Events of Separation	Vested Options	Unvested options
1.	Resignation/ Termination (Other than due to Misconduct)	All the Vested Options as on the date of submission of resignation/termination shall be exercisable by the Option Grantee by his/her last working day in the	All the Unvested Options as on date of submission of resignation/termination shall stand cancelled with effect from date



		Company.	such resignation/termination.
2.	Termination due to Misconduct	All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination.
3.	Retirement	All the Vested Options as on the date of Retirement can be exercisable by the Option Grantee within a period of 12 (Twelve) months from the date of retirement.	All Unvested Stock Options as on the date of Retirement would continue to vest in accordance with the original vesting schedule even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Law. Such aforesaid Vested Stock Options can be Exercised within a period of 12 (Twelve) months from the date of (i) Retirement, or (ii) Vesting, whichever is later.
4.	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 12 (twelve) months from the date of Death of the Option Grantee.	All the Unvested Options as on date of death shall vest immediately in the Option Grantee's nominee or legal heir and can be exercised in the manner defined for Vested Options.
5.	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee, immediately after, but in no event later than 12 (twelve) months from the date of such Permanent Incapacity.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately in the Option Grantee and can be exercised in the manner defined for Vested Options.
6.	Transfer of Option Grantee from / to Company / Subsidiary	Exercise period to remain same as per the terms of the Grant. In case of subsequent separation, if any, from the Company, treatment of Vested Options shall be as per applicable circumstance	Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, if any, from the Company, treatment of Unvested

		mentioned in this table	Options shall vest as per the original Vesting schedule at the time of Grant of Options applicable circumstance mentioned in this table.
7.	Termination due to reasons apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of such termination shall stand cancelled unless otherwise required by Applicable Laws.

(iii) the Committee shall have the power to cancel all or any of the Options granted under the Plan, if so required, under any law for the time being in force or the order of any jurisdictional court. In the event of any such cancellation, no compensation shall be payable to the Option Grantee for such cancelled Options.

9.6 The Options will be exercisable by the Employees by way of an application to the Company accompanied by payment of the Exercise Price in such manner and on execution of such documents (if required), as may be prescribed by the Committee from time to time.

9.7 Lapse of options: The Options not exercised within the respective Exercise Periods prescribed in Subclauses of Clause 9 shall lapse and be deemed to cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

10. ALLOTMENT AND LISITNG OF SHARES

On Exercise of Options, in compliance with and subject to other terms as provided in the Plan and the Grant Letter, the Shares will be allotted in the name of the Option Grantee or tothe legal heir or Nominees, as the case may be, in compliance with Applicable Law.

On allotment of Shares, the Shares so allotted shall be listed immediately on all recognized stock exchange(s) where the existing shares of the Company are listed. Provided that the Shares allotted on such Exercise can be traded only in compliance with the terms of code of conduct for prevention of insider trading of the Company framed under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

11. DISCONTINUATION OF SERVICES BEFORE VESTING

11.1 In the event of an eligible Option Grantee's services being discontinued on account of resignation, the Options granted to him but not vested as on the last working date under the



- ESOP 2024 shall lapse. The Vested Options shall be Exercised within the time period specified in Clause 12.1.
- 11.2 However, in the event of an eligible Option Grantee's services being terminated by the Company without cause, the Options granted to him which would vest within the next one year from the date of termination without cause shall vest immediately, on an accelerated basis, on the date of termination. All other unvested Options as on the date of termination under the ESOP 2024 shall lapse. The Vested Options shall be Exercised within the time period specified in Clause 12.1.
- 11.3 In the event of an eligible Option Grantee's services being discontinued on account of termination with cause (including in case of Misconduct), the Options granted to him which have not vested in such Grantee as on the last working date would lapse. The Vested Options in such situation would be treated in the manner provided in Clause 12.2.
- 11.4 In the event of death of an Option Grantee while in employment, the Options granted to him but not vested as on that date shall vest immediately on that date in the legal heirs or Nominees of the deceased Option Grantee. All such Options have to be Exercised by the legal heirs or Nominees of the deceased Option Grantee, as the case may be within the time period specified in Clause 12.3 or as decided by the Nomination & Remuneration Committee at its sole discretion. The Company shall formulate appropriate policy in accordance with Applicable Laws as regards the Options Granted in case of death.
- 11.5 In case the Option Grantee suffers a Permanent Incapacity while in employment, the Options granted to him but not vested as on that date shall immediately vest in him or his legal heir/Nominee, as applicable on that day. Such Options have to be Exercised by the Option Grantee within the time period specified in Clause 12.3 or as decided by the Nomination & Remuneration Committee at its sole discretion. The Company shall formulate appropriate policy in accordance with Applicable Laws as regards the Options Granted in case of Permanent Incapacity; or
- 11.6 In case of retirement or superannuation of an Option Grantee, the Options granted which have not vested as on that date shall continue to vest in accordance with the respective vesting schedules, even after retirement or superannuation in accordance with the Company's policies and the Applicable Law, unless otherwise decided by the Nomination & Remuneration Committee at its sole discretion and included in the Grant Letter.

12. DISCONTINUATION OF SERVICES BEFORE EXERCISE

- 12.1 If the services of an Option Grantee is terminated by such Option Grantee (resignation of the Option Grantee) or by the Company (termination without cause), then, such Option Grantee may Exercise the Vested Options within 90 (ninety) days from the last working day, failing which the Options shall lapse. If the Exercise of Options is delayed by operation of any Applicable Law as per the policy of the Company, the 90 (ninety) days mentioned above shall be extended by such period of delay or as the Nomination & Remuneration Committee may deem fit prior to the expiry of the Exercise Period.
- 12.2 Unless otherwise determined by the Committee (which determination may be made at the time of cessation of the Option Grantee's association with the Company), in case of an Option Grantee, whose services are terminated for cause, such Option Grantee may Exercise the vested Options within 30 days from the last working day, failing which the Options shall lapse. It is hereby clarified that the Committee reserves the right to cancel all rights pertaining to Exercise of Vested Options under this Plan as may be decided by the Nomination & Remuneration Committee.



- 12.3 In case of death or Permanent Incapacity of an Option Grantee, Options which are Vested as on the date of demise or Permanent Incapacity but not Exercised and Options which shall be vested as on the date of death / Permanent Incapacity (as per clause 11.4 and 11.5 above), shall be Exercised within 180 (one hundred and eighty) days from the date of death or Permanent Incapacity by the Nominees / legal heirs of the deceased Option Grantee or such Option Grantee as the case may be, upon proper verification and approval by the Nomination & Remuneration Committee.
- 12.4 The date of the termination of employment of an Option Grantee shall mean the date of termination of the employment specified by the Company in the letter of termination issued by the Company to that grantee or the last working day, whichever is later. In the event of disputes, the Committee shall, for the purposes of this Plan, determine whether there has been a termination of employment for cause or otherwise in terms of the applicable employment policies, or whether there has been Permanent Incapacity during the course of employment, as provided for herein.

13. CORPORATE ACTIONS

- 13.1 In the event of a merger or acquisition or other similar transaction of ESOP plan with any other company or body corporate ("**Merger Event**") which would result in the creation of a new entity or otherwise, wherein the Shares of the company to be swapped with the new entity or otherwise, all the unvested Options shall be accelerated to be vested and the vested Options shall have to be Exercised before the binding documents are signed resulting in the consummation of the Merger Event. For abundant clarity, it is to be understood that as defined above, upon the accelerated Vesting and Exercise of the Options, the Option Grantees shall have become shareholders of the company on or before the date of the Merger Event. The date of Vesting and timeline for Exercise shall be discussed and mutually agreed to between the company and the Employees but in no event shall the Vesting and Exercise go beyond the date of consummation of the Merger Event. Alternatively, where the acceleration of unvested Options is not preferred by the Committee or the board of Directors, the Vested or unvested Options prior to such Merger Event shall be treated as per the adjustments to be made and recommended by the Committee, and the Committee shall take appropriate measures whereby the Option Grantees are issued options of the resultant entity in lieu of the Granted and/or vested Options. In such case, subject to compliance with the Applicable Law, the Committee (i) shall ensure that the value of the options of the successor entity shall be comparable to the value of the Options held by the Option Grantee, and (ii) the terms relating to vesting, exercise price, exercise period are comparable to such terms of the Options. Notwithstanding the generality of the above, the terms and conditions of the options issued in lieu of the Options Granted to such Option Grantee may be at variance with the terms contained in this Plan.
- 13.2 In the event of a dissolution or liquidation of the Company, any vested Options outstanding under the Plan shall be cancelled if not Exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.
- 13.3 In a scenario where an individual or company or body corporate acquires majority shareholding (greater than or equal to 51%) ("**Buyout**") in the company or in case of change in Control ("**Control Event**") of the company, all the unvested Options shall be accelerated to be Vested and shall have to be Exercised before the binding documents are signed resulting in the consummation of the Buyout or the Control Event. For abundant clarity, it is to be understood that as defined above, upon the accelerated Vesting and Exercise of the Options, the Option Grantees shall have become Shareholders of the company on or before the date of the Buyout or Control Event. The date of Vesting and timeline for Exercise shall be discussed and mutually agreed to between the company and the Employees but in no event shall the Vesting and Exercise go beyond the date of consummation of the Buyout or Control Event. For the purpose of this clause, "**Control**" shall mean and include the right to appoint a majority of directors, or to



control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

- 13.4 Notwithstanding anything above, the Nomination & Remuneration Committee shall have the right to accelerate the timeline for the Vesting or Exercise of Options by the Option Grantees in view of any proposed corporate actions being undertaken in the Company.

14. OTHER CONDITIONS ATTACHED TO OPTIONS

- 14.1 Options granted to an Employee shall not be transferable to any other person except in the event of death/demise or Permanent Incapacity of the Option Grantee. Upon the death / Permanent Incapacity of an Option Grantee, the provisions of Clause 11.4, 11.5 and 12.3 (as applicable) shall take effect. Nothing in this Clause shall affect the right of the Option Grantee to sell or otherwise dispose of Shares issued upon Exercise. However, transfer of Shares shall be subject to the provisions contained in the Articles of Association of the Company (if any) and Applicable Law.
- 14.2 No person other than the Employee to whom the Option is Granted, shall be entitled to Exercise the Option except in case of a deceased Employee or Nominee as per the provisions of this Plan.
- 14.3 The Options granted to an Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner or any kind of third-party interests be created over the Options.

15. BENEFITS AND OBLIGATIONS AS OPTION / SHARE HOLDERS

- 15.1 Where the Options have not been Vested in the case of any Option Grantee, or where the Options have been Vested but have not been Exercised by the Grantee, if any changes be made to the equity share capital of the Company by reason of any corporate action like consolidation of shares, split of shares, or conversion of shares into stock or by capitalization by bonus issue or rights issue or in any other manner, appropriate adjustments to the extent permissible under Applicable Law for the time being in force shall be made either to the number of Options or the Exercise Price of Options granted or both, to reflect such change without in any way affecting the rights of the said Option Grantees, or diluting or enlarging the benefits of ESOP 2024. However, the Option Grantees will not have a right to participate in the further issue of shares including rights/preferential issue.
- 15.2 Neither an Option Grantee, nor successors in interest/Nominee/legal heir, shall have any of the rights (including any right to claim or receive any dividend and the right to vote) or status of a shareholder of the Company with respect to the Options granted, till the Company, on the Exercise of Options, issues Shares pursuant to Exercise of the Options in favour of such Option Grantee or such successors in interest/Nominee/legal heir and such person becomes a registered holder of the Shares of the Company.
- 15.3 The Option Grantee shall not divulge any details of the ESOP 2024 including Options granted to any person except with the prior permission of the Company obtained in writing.
- 15.4 The Shares shall rank pari-passu with then existing equity shares of the Company and shall be subject to the Memorandum and Articles of Association of the Company.
- 15.5 All Option Grantees who have been allotted Shares by virtue of Exercise of Options issued under the ESOP 2024 will be entitled to receive all regular benefits as shareholders of the



Company like Dividends, Bonus Shares, etc, if any, announced by the Company only from the date of allotment of Shares.

- 15.6 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 authorise any 'Change in Capital Structure' including any issue of shares, debt or other securities having any priority or preference with respect to the shares or the rights thereof.

16. APPOINTMENT OF NOMINEE

- 16.1 An Option Grantee may appoint any person as Nominee(s) for the purpose of exercising the rights, subject to the obligations, in terms of the ESOP 2024. The grantee concerned shall appoint such Nominee(s) in the prescribed form, from time to time. The Grantee has the right to revoke such nomination at any time and a fresh nomination may be made on such revocation.
- 16.2 The Nominee specified as aforesaid shall alone be entitled to Exercise the rights of the Grantee concerned and shall not be liable in relation to any rights and obligations amongst the legal heir's inter-se of the grantee concerned.
- 16.3 Where the Grantee has not made the nomination as above, then the person appointed as Nominee by the Grantee as per the provisions of Employees Provident Fund Scheme 1952, as may be amended from time to time or in the absence thereof, any other social security regulations, which is in force, shall be deemed to be the Nominee for the purposes of ESOP 2024.
- 16.4 If an Option Grantee fails to make a nomination as mentioned above in any case, the Options shall vest on legal heirs in the event of death or Permanent Incapacity of the Option Grantee.

17. GOVERNMENT REGULATIONS

- 17.1 This Plan shall be subject to all Applicable Laws as may be required. The Grant of Options under this ESOP 2024 shall entitle to require the Employees to comply with such requirements.
- 17.2 Subject to clause 25.1, the Courts of Chennai, Tamil Nadu shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Plan. However 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.

18. GENERAL RISKS

Participation in this ESOP 2024 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks Employee with the investment are that of the Option Grantee alone.

19. INABILITY TO OBTAIN AUTHORITY

- 19.1 The inability of the Company to obtain approval / authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful allotment and issuance of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of such inability.
- 19.2 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 has

or shall in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.

- 19.3 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 office or employment with the Company for any reason, whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 19.4 The Option Grantee 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.
- 19.5 Participation in ESOP 2024 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 Employed with the investments are that of the Employee alone

20. ACCOUNTING AND DISCLOSURES

- 20.1 The Company shall follow the rules/regulations / applicable to accounting related to Options, including but not limited to the IND AS / Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.
- 20.2 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features of the ESOP 2024 in a format as prescribed under SEBI SBEB & SE Regulations.
- 20.3 The Company shall also make the necessary disclosures under the SEBI SBEB & SE Regulations, 2021 at the time of grant, including as provided in Part G of Schedule I of the SEBI SBEB & SE Regulations.

21. TAX LIABILITY

- 21.1 In the event of any tax liability, arising in or outside India on account of the Grant/Vesting /Exercise of Options and /or allotment of the Shares to an Option Grantee, the liability shall be that of such Grantee alone and shall be borne and paid by the Option Grantee at the time of Exercise of Options or within such time as may be prescribed under the law whichever is earlier.
- 21.2 All the tax liabilities arising on disposal or transfer of Shares by the Option Grantees after Exercise of Options would be required to be borne by the Option Grantee directly.
- 21.3 The Options shall be granted only on payment of an amount equal to the aggregate of the Exercise Price and tax payable in respect of the Options Exercised. If the amount paid by the Option Grantee is less than the aggregate of the Exercise Price and tax payable in respect of the Options Exercised, the Exercise shall remain incomplete.

22. CHANGES IN TERMS AND CONDITIONS OR TERMINATION OF PLAN

- 22.1 The Company may, at any time at its discretion, change the terms and conditions of the ESOP 2024 subject to the shareholders' approval. However, such changes shall not be detrimental to the interest of the then existing Option Grantees in respect of the Options Granted to them as on that date.



- 22.2 The Board of directors or the Nomination & Remuneration Committee may revise any of the terms and conditions of this Plan to meet any regulatory requirement without seeking shareholders' approval.
- 22.3 The operation of the Plan may be terminated at any point of time by the Board of Directors. However, the Plan shall continue to operate in respect of Options granted but pending Vesting/Exercise/cancellation/lapse before the date of termination of the Plan. Only those Options pending to be granted as on the date of termination of the Plan shall lapse as on the date of termination of the Plan.
- 22.4 In the event of pre-closure of the Plan, the Board of Directors shall frame such terms and conditions as it may deem fit, without being detrimental to the interest of the then existing Option Grantees.

23. SUBSEQUENT PLANS

- 23.1 Nothing contained in the Plan shall be construed to prevent the Company from implementing any other subsequent Plan for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest.
- 23.2 The Company reserves the right to carry forward the lapsed, unexercised and forfeited Options to new Plan.
- 23.3 No Option Grantee or other person shall have any claim against the Company as a result of such action.

24. PLAN SEVERABLE


- 24.1 This Plan read with the Grant letter, and any agreement and any other document executed by the Employees in this regard constitutes the entire document in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.
- 24.2 In the event that any term, condition or provision of this Plan being held to be a violation of any Applicable Law, the same shall be severable from the rest of this Plan and shall be of no force and effect and this Plan shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Plan.

25. ARBITRATION

- 25.1 Subject to clause 3.2, in case of any dispute under the Plan, it shall be referred to a single Arbitrator to be appointed mutually by the Committee and the Option Grantee concerned with the dispute. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Chennai, India.

26. APPLICABILITY OF REGULATIONS

- 26.1 All amendments made from time to time to the Companies Act, 2013 and / or the Companies (Share Capital and Debentures) Rules, 2014, SEBI SBEB & SE Regulations, 2021 or other applicable regulations, so far as they apply to this Plan, shall automatically form a part of this Plan. The Nomination & Remuneration Committee is authorized to give effect to such amendments in the text of this Plan.

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26.2 The Company & its Group company (ies) shall conform to the accounting policies as specified under applicable guidelines / regulations / notifications / circulars or as may be made applicable from time to time.

27. CONFIDENTIALITY

27.1 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 peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality Clause shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this clause, the Nomination & Remuneration Committee shall have the authority to deal with such cases as it may deem fit.

27.2 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.

28. CONTRACT OF EMPLOYMENT

28.1 The rights and obligations of any Employee under the terms of office or employment with the Company shall not be affected by participation in this Plan.

28.2 Nothing in this Plan shall be construed as affording such an Employee any additional rights as to compensation or damages in consequence of the termination of such office or employment for any reason.

28.3 This Plan is purely at the discretion of the Company (represented by the Board of Directors / Nomination & Remuneration Committee).

28.4 This Plan shall not confer on any legal or equitable rights on Employees or any person against the Company either directly or indirectly or give rise to any cause of action in law or equity against the Company.

28.5 The Employee to whom this Plan is made applicable may also be bound by a Code of Conduct, as may be framed and announced by the Nomination & Remuneration Committee from time to time, to be followed in respect of any grant and other transactions under the Plan. Any willful violation of the said code of conduct on the part of the Employee will result in the withdrawal/ annulment of the relevant and / or all related transactions under the Plan.

