

**ONWARD TECHNOLOGIES LIMITED**

**EMPLOYEE STOCK OPTION PLAN – 2019**



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## EMPLOYEE STOCK OPTION PLAN – 2019

### 1. Short Title and Objective of the Plan:

- 1.1 This Plan shall be called the “Onward Employee Stock Option Plan 2019” (hereinafter referred to as “ESOP-2019”).
- 1.2 The objectives of ESOP-2019 are:
- To attract and retain employees performing services for the Company, motivate such employees to contribute to the growth and profitability of the Company and thereby achieve the ultimate objective of enhancing the enterprise value of the Company.
  - To encourage and align employees’ individual performance with the Company objectives.
  - To provide employees with a reward mechanism linked to the individual’s performance and the Company’s performance.
  - To enable employees to have a sense of ownership in the Company.
  - The Plan is intended to reward the employees performing par excellence, as an incentive
  - The Plan is the manifestation of the confidence reposed by the Company on such Employees and an opportunity to reward them for their outstanding services.

### 2. Definitions

The terms defined in ESOP-2019 shall for the purposes of this plan, have the meanings herein specified and terms not defined in ESOP-2019 shall have the meanings as defined in the Companies Act, 2013, Securities and Exchange Board of India Act, 1992, Securities Contracts (Regulation) Act, 1956, and the SEBI (Share Based Employee Benefits) Regulations, 2014 or in any statutory modifications or re-enactments thereof, as the case may be.

- 2.1 **“Applicable Laws”** means the legal requirements relating to Stock Options Plans, including, without limitation, the Companies Act, 2013, Securities and Exchange Board of India Act, 1992, Securities Contracts (Regulation) Act, 1956, and the SEBI (Share Based Employee Benefits) Regulations, 2014 and all other relevant tax, securities, exchange control or corporate laws of India or of any other relevant jurisdiction or of any stock exchange on which the shares are listed or quoted.



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- 2.2 **"Board"** means the Board of Directors for the time being of the Company
- 2.3 **"Companies Act"** means the Companies Act, 2013 along with the Rules thereto and includes any statutory modifications or re-enactments thereof.
- 2.4 **"Company"** shall mean Onward Technologies Limited, incorporated under the Companies Act, 1956 having its registered office at Sterling Centre, 2nd Floor, Dr. A.B. Road, Worli Mumbai MH 400018 IN
- 2.5 **"Nomination and Remuneration Committee" or "Compensation Committee"** means a Compensation Committee constituted by the Board of Directors from time to time to administer this ESOP-2019 within the meaning of Companies Act, 2013. The Nomination and Remuneration Committee be delegated with the powers of the compensation committee for the purpose of this scheme.
- 2.6 **"Director"** means a member of the Board of the Company.
- 2.7 **"Eligible Employee"** means (i) a permanent employee of the Company who has been working in India or outside India; or (ii) a director of the Company, whether a whole time director or not but excluding Independent Director; or (iii) an employee as defined in sub-clauses (i) or (ii) of a subsidiary, in India or outside India, of the Company.  
but does not include
- (i) an employee who is a promoter or belongs to the promoter group shall not be eligible to participate
  - (ii) a director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the outstanding Equity Shares of the Company shall not be eligible to participate
- 2.8 **"Employee"** means:
- i. Permanent employees of the Company working in India or out of India;
  - ii. Directors of the Company, whether wholetime or not; and
  - iii. Permanent employees and Directors of the subsidiary company working in India or out of India
- 2.9 **"Employee Stock Option"** means the option given to Eligible Employees, which gives such Eligible Employees the benefit or right to purchase or subscribe at a future date the shares offered by the Company at a pre-determined price.





- 2.10 **"Eligibility Criteria"** means the entitlement for offering the Employee Stock Options as may be determined from time to time by the Compensation Committee.
- 2.11 **"Equity Shares"** means shares of the Company arising out of the exercise of Employee Stock Options granted under this ESOP-2019.
- 2.12 **"Exercise"** means making of an application by an Eligible Employee to the Company for issue of Shares against Employee Stock Options vested in him/ her in pursuance of this ESOP-2019 and paying the Exercise Price for the Employee Stock Options.
- 2.13 **"Exercise Period"** means such time period as stipulated in ESOP-2019 after vesting within which the Eligible Employee should exercise his right to apply for Shares against the Employee Stock Option vested in him/ her in pursuance of this ESOP-2019.
- 2.14 **"Exercise Price"** shall be fixed at Rs. 20/- per Share having Face Value Rs.10/- per Share to be issued at a premium of Rs. 10 per Share.
- 2.15 **"Fair Value"** means latest value of shares as declared by the Statutory Auditors or Independent Chartered Accountant;
- 2.16 **"Grant"** means issue of Employee Stock Options to Eligible Employees under this ESOP-2019
- 2.17 **"Grant Letter"** - means the letter issued by the Company intimating the Eligible Employee of the Options Granted to him/her for acquiring a specified number of Shares at the Exercise Price.
- 2.18 **"Grant date/ Date of grant"** means the date determined by the Compensation Committee for the purpose of grant of options to the Eligible Employees
- 2.19 **"Long Leave"** means a leave approved by management in excess of allowed leave in the Employment Contract;
- 2.20 **"Option Grantee"** means an Eligible Employee having a right but not an obligation to exercise an Employee Stock Option in pursuance of this ESOP-2019.
- 2.21 **"Onward Insider Trading Code of Conduct"** means "Code" or "Code of Conduct"





shall mean this code as adopted by the Board of Directors of the Company laying down internal procedures and code of conduct for prevention of insider trading and to regulate, monitor and report trading including all amendments made thereto from time to time framed pursuant to Regulation 9 of the SEBI Regulations.

- 2.22 **"Permanent Incapacity"** means any disability 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 Compensation Committee based on a certificate of a medical expert of their choice.
- 2.23 **"Promoter"** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- 2.24 **"Promoter Group"** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- 2.25 **"Retirement"** means retirement as per the rules of the Company.
- 2.26 **"Scheme / this Plan / the plan/ ESOP 2019"** means this ESOP- 2019 under which the Company will grant Employee Stock Options to Eligible Employees.
- 2.27 **"SEBI Act"** means the Securities & Exchange Board of India Act, 1992 as amended, and includes all regulations and clarifications issued there under.
- 2.28 **"SEBI SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended and includes all regulations and clarifications issued there under.
- 2.29 **"Subsidiary Company"** means any present or future subsidiary company of the Company, as defined in the Companies Act, 2013
- 2.30 **"Superannuation"** in relation to an Employee means – the attainment by the Employee of such age as is fixed in the condition of service as the age on the attainment of which the Employee shall vacate his employment; and in any other case, the attainment by the Employee of the age of 58 years or as may be extended by the Compensation Committee.





- 2.31 **"Vesting"** means the process by which the Eligible Employee is given the right to apply for Equity Shares of the Company against the Employee Stock Option granted to him/ her in pursuance of this ESOP-2019.
- 2.32 **"Vesting Period"** means the period during which the Vesting of the Employee Stock Option granted to the Eligible Employee, in pursuance of ESOP- 2019 takes place.
- 2.33 **"Vested Option"** means an Employee Stock Option in respect of which the relevant Vesting Period is over, and the Option Grantee has become eligible to exercise the Employee Stock Option.
- 2.34 **"Unvested Option"** means an Employee Stock Option in respect of which the relevant Vesting Period is not over, and the Option Grantee has not become eligible to exercise the Employee Stock Option.
- 2.35 **"Service"** means the Option Grantee's employment with the Company, in the capacity of an Employee. The Option Grantee's employment shall not be deemed to be terminated merely because of a change in the capacity in which the Option Grantee renders employment to the Company, provided that there is no interruption or termination of the Option Grantee's employment. The Compensation Committee of the Company, in its sole discretion, shall determine whether an Option Grantee continues in employment of the Company and which determination shall be binding and final.

In this ESOP-2019, 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;
- e. a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

### **3. Authority and Scope of ESOP 2019:**

- 3.1 The Board of Directors has approved the ESOP-2019 in their meeting held on May 17 2019. The shareholders vide special resolution passed at the Annual General Meeting





of the Company held on 25th July 2019 have resolved to introduce 'ESOP 2019' and to issue Employee Stock Options to the Eligible Employees. This ESOP-2019 is effective from the date of the member's approval.

- 3.2 The maximum number of options that can be granted under ESOP-2019 is 875,000 options at one time or at various points of time within the exercise period and 1 option is equivalent to 4 Equity Shares. In other words, the Eligible Employee can subscribe to 4 Equity Shares against 1 Option. Accordingly, the maximum number Equity shares which will be issued under this plan shall not exceed 35,00,000 Equity Shares of Rs. 10/- each.
- 3.3 If an Employee Stock Option expires, lapses or becomes unexercisable without having been exercised in full, the unexercised options, which were subject thereto, shall become available for future Grant under the ESOP-2019 (unless the ESOP-2019 stands terminated).
- 3.4 Where Shares are issued consequent upon exercise of an Employee Stock Option under the ESOP-2019 the maximum number of Shares, which are subject to the Employee Stock Options referred to in Clause 3.2 above will stand reduced to the extent of such Equity shares issued.
- 3.5 The Exercise Price shall be fixed at Rs. 20/- per share having Face Value Rs.10/- per share to be issued at a premium of Rs. 10 per Share. Subject to the approval of shares holders of the Company, the Compensation Committee shall have power to reprice the unexercised Options if the same are rendered unattractive due to fall in the price of the shares in the market.

#### 4. Administration

- 4.1 The ESOP-2019 shall be administered by the Compensation Committee. All questions of interpretation of ESOP-2019 or any Employee Stock Option shall be determined by the Compensation Committee and whose determination shall be final and binding upon all persons having an interest in the ESOP-2019 or such Employee Stock Option. The Compensation Committee shall be in accordance with the Applicable Laws.
- 4.2 The Compensation Committee shall in accordance with this Plan and Applicable Laws, determine the detailed terms and conditions of the Employee Stock Options, including but not limited to: -
- a. the quantum of Options/ Equity Shares issued under the ESOP 2019, per





Eligible Employee shall not exceed 5% of the paid-up share capital of the Company as on the date of grant of options or 10% of the total number of options granted under the ESOP-2019 for the entire term of ESOP-2019 subject to the shareholder's approval through a separate resolution to be passed at the general meeting of the Company.

- b. The conditions under which Employee Stock Option vested in Eligible Employees may lapse in case of termination of employment for misconduct;
- c. The exercise period within which the Eligible Employee should exercise the Employee Stock Option and that Employee Stock Option would lapse on failure to exercise the option within the exercise period;
- d. The right of an Eligible Employee to exercise all the options vested in him/ her at one time or at various points of time within the exercise period.
- e. The procedure for making a fair and reasonable adjustment to the number of Employee Stock Options and to the Exercise Price in case of corporate action such as rights issues, bonus issues, merger, sale of division and others. In this regard the following shall be taken into consideration by the Compensation Committee:
  - (i) the number and the price of the employee stock options shall be adjusted in a manner such that the total value of the employee stock options remains the same after the corporate action;
  - (ii) the Vesting Period and the life of the Employee Stock Options shall be left unaltered as far as possible to protect the rights of the Option Grantee.
- f. The Grant, vesting and Exercise of Employee Stock Option in case of Eligible Employees who are on Long Leave;
- g. Frame suitable policies and systems to ensure that there is no violation of the Applicable Laws.
- h. Approve forms, or writings, if required, for use in pursuance of the ESOP-2019.

## 5. Employee Stock Options:

### 5.1 Number of Options and Eligibility

The Compensation Committee shall have the authority to grant Options to the Eligible Employees on the basis of the recommendation by the Board of Directors of the Company.





Maximum number of options granted to any one Eligible Employee during any year shall not be equal to or exceed 1% of the issued Equity Share Capital (excluding outstanding warrants and conversion) of the Company at the time of granting of options.

**Appraisal process for determining the eligibility of the employees:** The process for determining the eligibility of the employees will be specified by the Compensation Committee and will be based on designation, period of service, band, performance linked parameters such as work performance and such other criteria as may be determined by the aforesaid Committee at its sole discretion, from time to time

#### 5.2 Eligibility for grant of Employee Stock Options

Employees of the Company, as defined in clause 2.7 are eligible for being granted Employee Stock Options. Neither the ESOP-2019 nor any Employee Stock Option shall confer upon any Option Grantee any right with respect to continuing the Option Grantee's relationship as Employee with the Company, nor shall it interfere in any way with his or her right or the Company's right to terminate such relationship at any time, for any reason whatsoever.

#### 5.3 Grant

The Compensation Committee will identify Eligible Employees based on the Eligibility Criteria as defined under clause 2.10 and issue grant letter to such Eligible Employees. The Compensation Committee would then Grant them an option to buy Equity shares of the Company by way of a grant intimation, on terms as are stipulated in this ESOP- 2019. No amount shall be payable by the Option Grantee at the time of grant of option.

#### 5.4 Frequency of grant of options

Eligible Employees will be granted options at any time during the term of ESOP-2019 as the Compensation Committee may deem fit.

### 6. Term of ESOP 2019:

ESOP 2019 will commence upon approval of this scheme by the shareholders of the Company. The ESOP 2019 will be in force for period of 10 years from the date of the grant or



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until the last vested option granted under ESOP 2019 is exercised or if the scheme is early terminated as the case may be.

**7. Vesting & Exercise Periods:**

- 7.1 The vesting period shall commence on the expiry of one year from the date of grant of the options to the employees and could extend up to a period as may be decided by the Compensation Committee. Maximum period within which the options will be vested is 4 years from the date of Grant.
- 7.2 The exercise period shall be a period commencing from the date when an option vests for conversion till the completion of 12 months from the date of vesting of options.
- 7.3 There shall be no lock in period for the Equity shares issued pursuant to exercise of options granted under ESOP-2019 except as provided in the Onward Insider Trading Code of Conduct.

**8. Rights of the Option Grantee**

- 8.1 The Eligible Employee shall not have right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Employee Stock Option granted to him/ her, till Equity shares are allotted on Exercise of Employee Stock Option.
- 8.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company in respect of any Equity shares covered by the Grant unless the Option Grantee Exercises the Employee Stock Option and becomes a registered holder of shares.

**9. Payment of Exercise Price**

Payment of the Exercise Price for the Equity shares being purchased pursuant to any Employee Stock Option shall be made by cheque drawn in favour of the Company or wire transfer the amount and the Equity shares shall be allotted only when the cheque is encashed or the amount is credited to the Company's Account.

**10. Non transferability of Employee Stock Options:**



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- 10.1 The Options granted under the terms of this Plan shall not be transferable to any person and it shall not be sold, assigned, pledged, hypothecated, mortgaged or otherwise transferred or alienated in any manner. The Options granted under this Plan may be exercised during Exercise Period and only by the Option Grantee or his nominee.
- 10.2 The Eligible Employee may appoint his/her spouse and/or child as nominee(s) for exercising the rights, subject to the obligations, in terms of the Plan. The Eligible Employee shall have the right to revoke such nomination at any time and a fresh nomination may be made on such revocation. If the Eligible Employee does not have spouse or a child, any other legal representative may be nominated. The nominee specified as aforesaid shall alone be entitled to exercise the rights of the Eligible Employee concerned and Company shall not be liable in relation to any rights and obligations amongst the legal heirs' interest of the Eligible Employee concerned.
- 10.3 If the Eligible Employee fails to make a nomination, the vested options shall bequeath to Eligible Employee's legal heirs or Eligible Employee's estate in the event of Eligible Employee's death.
- 10.4 In the event of "Permanent Incapacity" of an Eligible Employee, all Options granted to him/ her as on the date of permanent incapacitation shall vest in him/ her on that day
- 10.5 Beneficiary Designation: Each Option Grantee under the Plan may designate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Plan is to be delivered in case of his or her death before he or she receives all of such benefits. Each such designation or all prior designations shall revoke by the same Option Grantee and will be effective only when duly signed and filed by the Option Grantee with the Compensation Committee during the Option Grantee's period of employment.

**11. Exercise of Employee Stock Options in the case of separation of an Eligible Employee from the Company:**

- 11.1 In the event of the Option Grantee ceasing to be an Employee of the Company by reason of resignation, termination or cessation of employment, due to reason of non-performance or otherwise, all Options not vested as on that day shall expire. However, the ceasing employee shall, subject to the approval of Compensation Committee shall be entitled to retain all the vested options.
- 11.2 In the event of abandonment of service by an Option Grantee without Company's consent, all Options including those, which are vested but were not exercised at the time of abandonment of service, shall stand terminated with immediate effect. The



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date of abandonment of an Option Grantee shall be decided by the Compensation Committee at its sole discretion which decision shall be binding on all concerned.

- 11.3 In the event of retirement of the Option Grantee at the instance of or with consent of the Company the Option Grantee will continue to hold all vested Options and can exercise them anytime within the exercise period. All unvested Options shall vest as per the vesting schedule. The Options can be exercised at any time within the exercise period. The above is applicable provided the Option Grantee is not in full time employment with any corporate entity, firm etc.
- 11.4 In the event of an Eligible Grantee being transferred to a subsidiary company at instance of or with consent of the Company the Option Grantee will continue to hold all vested Options and can exercise them anytime within the exercise period. All unvested Options shall vest as per the vesting schedule. The Options can be exercised at any time within the exercise period.
- 11.5 In the event of the Company being taken-over or amalgamated or merged with some other Company or in the event of a change in control in the Company, all unvested options shall be swapped with Options in the new company in the ratio as decided by the Board of Directors of the surviving Company at their sole discretion. In case if Options are not swapped, all unvested Options shall vest forthwith subject to minimum vesting period stipulated by the Guidelines.

## **12. Termination of Employment**

- 12.1 In the event of Resignation and termination of the Option Grantee's employment with the Company for any reason other than death, permanent incapacity, Superannuation the Unvested Options of the Option Grantee as on the date of such resignation/termination shall lapse.
- 12.2 When an Eligible Employee with 10 years or more of service to the Company terminates employment due to superannuation (retirement at the age of 58), the Compensation Committee at its sole discretion shall consider allowing the Unvested Options to Vest after the Eligible Employee's termination from employment.
- 12.3 In the event of termination of the Option Grantee's employment with the Company as a result of his total or permanent disability, all the Options Granted to him/ her remaining unvested till the date of such total or permanent disability shall Vest with him/ her from the date of such disability but not before 1 year from the date of Grant. The Option Grantee shall be entitled to Exercise such Options Vested with him/ her within a period of 12 months from the revised date of vesting. All Vested Options, not Exercised within the above specified period, will lapse.
- 12.4 In the event of death of an Option Grantee while in employment of the Company and





who would have continued to be in the service of the Company but for his death, all the Options Granted to him/ her remaining unvested till his death, shall Vest with his/her legal heirs or the Nominees from the date of death but not before 1 year from date of grant. The aforesaid Beneficiary/ legal heir of the Option Grantee under this Plan shall be entitled to Exercise such Options Vested with the Grantee within a period of 12 months from such revised date of vesting. All vested Options not Exercised within the above specified period will lapse.

- 12.5 In the event of an Option Grantee retiring on attaining the retirement age or due to Superannuation, all Options Granted to him/ her shall Vest on the date of retirement but not before 12 months from the date of grant. The Option Grantee shall be entitled to Exercise all the Options vested with him/ her within a period of 12 months from such revised date of vesting. All vested Options not Exercised within the above specified period will lapse.
- 12.6 In the event of resignation or termination of employment of the Option Grantee by the Company for any misconduct as determined by the Compensation Committee, all the Unvested Options of the Grantee as on the date of such termination shall stand cancelled/revoked/forfeited and shall cease to exist for exercise by the Option Grantee.
- 12.7 In the event of liquidation of the Company, all Unvested Options of the Option Grantees shall expire and cease to exist.

### **13. Issuance of Shares**

- 13.1 Upon receipt of the full amount of the Exercise Price & related TDS/withholding tax, if any in respect of the Equity shares to be issued against any Options validly Exercised by the Option Grantee, the Company shall within 45 (Forty Five) days of the payment of Exercise Price & TDS/withholding tax effect allotment to the Option Grantee, four fully paid Equity shares in respect of each such Option. Company shall deduct from amount received from Eligible Employee or any sum payable to Eligible Employee such TDS as may be required on the difference between fair value on the date of exercise of option and exercise price or as may be required by law/rule/ regulation /guidelines issued by any statutory authority from time to time.
- 13.2 The Company will not be obliged to issue Equity shares on Exercise of an Option unless and until it receives full payment of the Exercise Price and any related withholding obligations including income tax deductible at source (if any), have been satisfied.
- 13.3 Until the allotment of Equity shares, no right to vote or receive dividend or any other





rights as a shareholder shall exist with respect to the Equity shares underlying the Options.

- 13.4 The Equity Shares to be issued and allotted by the Company in the manner aforesaid shall rank pari passu in all respects with the existing Equity Shares of the Company; unless otherwise decided by the Board.

**14. Withholding Tax/Tds.**

The Option Grantee/ Beneficiary / legal heir, as the case may be, shall be liable to pay any taxes imposed on the Grant, Vesting, holding, Exercise or disposal of the Options/ Equity shares under this Plan, as per the law in force at that time. Unless required by law, the Company shall have no liability towards discharging the necessary taxes for the Option Grantee/ Beneficiary / legal heir unless required by Law. Any liability of the Company for withholding any tax including income tax deductible at source shall be met or deducted out of the dues payable to the concerned Eligible Employee/Beneficiary/legal heir, as the case may be.

**15. Cancellation and Reissue of Options**

All Options that expire or for any reason are lapsed, cancelled, terminated, forfeited, failed to Vest, expired or for any other reason are not paid or delivered under this Plan, will again be available for subsequent Grant under the Plan by the Compensation Committee in accordance with the provisions of the Plan or shall be transferred to any subsequent Employee Stock Participation Plan introduced by the Company and for this limited purpose such Options shall be deemed to be outstanding and not Granted by the Company.

**16. Notices and Correspondence**

Any notice required to be given by an Option Grantee to the Compensation Committee or any correspondence to be made between an Option Grantee and the Compensation Committee shall be addressed to the address as may be notified by the Company for this purpose in writing.

Any notice, required to be given by the Company to an Option Grantee or any correspondence to be made between the Company and an Option Grantee shall be given or made by a Director on behalf of the Company at the address provided by the Option Grantee in his acceptance form or the changed address as notified by the Grantee to the Director in





writing.

**17. Alteration Of The Plan**

Subject to the prior approval of the shareholders in a General Meeting, the applicable law, rules and regulations and the guidelines issued by the concerned authority, the Compensation Committee may by resolution revoke, add to or vary all or any of the terms and conditions of the Plan or all or any of the rights or obligations of the Option Grantees or any of them provided that the interest of the Option Grantee are not, thereby prejudiced. Any person designated by the Compensation Committee shall communicate in writing any such amendment to the Option Grantees. It is clarified that any change in the tax liability that may be necessitated on account of a change in the terms of the Plan shall not be regarded as prejudicial to the interest of the Option Grantee.

**18. Dispute**

- 18.1 Any disputes or differences of any nature arising under the Plan shall be referred to the Compensation Committee and its decision shall be final and binding in all respects.
- 18.2 If the Compensation Committee is unable to settle the dispute then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by the sole arbitrator.
- 18.3 The arbitration shall take place in Mumbai and shall be conducted in English.
- 18.4 During the arbitration, all Parties shall continue to fulfill their respective obligations except for such obligations and other matters which are the subject of the arbitration.
- 18.5 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

**19. Compliances with Law**

The terms and conditions of this Plan are subject to compliance with all the applicable laws, rules and regulations, and the guidelines issued by the concerned authority and to such approvals by any governmental or regulatory agencies, as may be required in India.

**20. Other Provisions**



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- 20.1 Nothing contained in this Plan (or in any other documents related to this Plan or to any Option) will confer upon any Eligible Employee, any right to continue in the employment of the Company or constitute any agreement of employment, nor will interfere in any way with the right of the Company to otherwise change such person's compensation or the benefits or to terminate the employment of such person, with or without cause, but nothing contained in this Plan or any related document will adversely affect any independent contractual right of such person without the Option Grantees' consent.
- 20.2 The Plan shall not form part of any employment contract between the Company and the Eligible Employee.
- 20.3 Any reference to a male Eligible Employee shall also be construed as a reference to a female Eligible Employee as the case may be.
- 20.4 The Company will at all time keep available such number of authorised and un-issued Equity shares as would be required to be issued upon Exercise of all the Options from time to time outstanding and shall ensure that all equity Shares delivered upon Exercise of the Options will be duly and validly issued as fully paid.
- 20.5 The Company may, if required, appoint an Escrow Agent for effective implementation of the ESOP. The Compensation Committee shall have authority to appoint and decide the rights and obligations of the Escrow Agent.

## **21. General Risks**

Participation in this ESOP shall not be construed as any guarantee of return on the shares investment. Any loss due to fluctuations in the Fair Value of the Equity shares and the risks associated with the investment are that of the Option Grantee alone.

## **22. Miscellaneous**

### **22.1 Government Regulations**

This ESOP-2019 shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant and the allotment of Equity shares under ESOP-2019 shall also be subject to the Company requiring Eligible Employees to comply with all Applicable Laws and be subject to the approval of the Company's Counsel.



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## 22.2 Inability to obtain authority

The inability of the Company to obtain authority from any regulatory body having jurisdiction, or under any Applicable Laws for the lawful issuance and sale of any Equity shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Equity shares.

- (a) Nothing in ESOP-2019 shall be construed as affording an Eligible Employee any additional right as to compensation or damages in consequence of termination of his employment for any reason.
- (b) This ESOP-2019 shall not confer on any Eligible Employee any legal or equitable rights against the Company either directly or indirectly or give rise to any cause of action in law or equity against the Company.
- (c) The Grant of an Option does not and shall not prevent the Company from suspending, terminating, retrenching or adopting any disciplinary proceedings against any Option Grantee.

## 22.3 Governing Law and Jurisdiction

The terms and conditions of ESOP-2019 shall be governed by and construed in accordance with the laws of India.

The Courts at Mumbai shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP-2019, and the Company and all Eligible Employees shall submit themselves to the jurisdiction of the Courts at Mumbai in connection with this ESOP-2019.

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*Dimple Chauhan*