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IGI EMPLOYEE STOCK OPTION PLAN – 2024

IGI EMPLOYEE STOCK OPTION PLAN 2024

1. TITLE

This employee stock option plan shall be called the IGI Employee Stock Option Plan 2024 (the "**Plan**").

2. THE OBJECTIVES OF THE PLAN ARE:

2.1 To incentivize, induce, reward and motivate the Employees (*as defined hereinafter*) to contribute effectively towards the future growth and profitability of the Company;

2.2 To align the Employees towards a common objective of creating value for the Company;

2.3 To induce the Employees to remain in the service of the Company.

3. AUTHORITY

3.1 This document sets out the features of the Plan, the benefits accruing to the Employees under the Plan, the duties and responsibilities of the Company, and the Employees, as well as the procedures to be followed in relation to the implementation, governance and monitoring of the Plan. This document shall serve as the reference for the administration of the Plan. This document should be carefully read and understood by all stakeholders (including the relevant Employees), and the procedures prescribed herein shall be diligently observed and adhered to, for the purposes of availing the benefits under the Plan.

3.2 The Plan has been formulated by the Administering Agency (*as defined hereinafter*) and approved at its meeting held on August 07, 2024, by the Board of Directors (*as defined hereinafter*) at its meeting held on August 07, 2024, and by the members of the Company *vide* a special resolution(s) passed on August 10, 2024 in accordance with the provisions of the SBEB & SE Regulations (*as defined hereinafter*). For extending the benefits of the Plan to the Employees of the Company's Holding Company (*as defined hereinafter*) and Subsidiary Companies (*as defined hereinafter*), a separate resolution of the shareholders of the Company was passed on August 10, 2024.

3.3 The Plan will come into effect on and from the date it is approved by the shareholders of the Company ("**Effective Date**").

3.4 As on the Effective Date, the maximum number of Options (*as defined hereinafter*) to be Granted (*as defined hereinafter*) under this Plan shall be 2,30,93,200 (Two Crore Thirty Lakh Ninety-Three Thousand Two Hundred Only). The aggregate number of Shares set aside in relation to which Options will be Granted under the Plan shall not, upon Exercise (*as defined hereinafter*), exceed 2,30,93,200 (Two Crore Thirty Lakh Ninety-Three Thousand Two Hundred Only) Shares, subject to any adjustment as may be required due to any Corporate Action or change in Control of the Company ("**ESOP Ceiling**").

3.5 If Shares are issued consequent upon Exercise of an Option under the Plan, the maximum number of Shares that can be issued under the Plan as approved by the shareholders of the Company shall stand reduced to the extent of such Shares issued.

3.6 The Plan is a scheme being floated by the Company for the benefit of the Employees and, in no event whatsoever, is to be considered as part of their recurring compensation package. The Plan shall not form part of any contract of employment between the Company and any Employee.

3.7 The Plan shall remain in force until: (a) all the Options which have been Granted have either been Exercised or have Lapsed in accordance with the terms herein and the Administering Agency does not intend to re-grant the said Lapsed or cancelled Options; and (b) all the Shares which are operating under the Options which have Vested (*as defined hereinafter*) and been Exercised have been issued. The Plan, if required, may be closed by the Administering Agency /Board of Directors prematurely at any time, provided that the Options which have Vested prior to the closure of the Plan shall continue to be governed under it and to that extent, relevant provisions of the Plan shall continue to be in force. In the event, the Shares of the Company are delisted from Recognized Stock Exchanges, then subject to Applicable Laws, the Administering Agency will formulate the manner in which the Plan should be applied going forward and shall make appropriate recommendations in this regard to the Board for consideration.

4. DEFINITIONS

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

(a) "**Act**" means the Companies Act, 2013, as may be amended, modified, supplemented or re-enacted thereof from time to time and the rules framed thereunder.

(b) "**Administering Agency**" prior to Listing, means the Board or the nomination and remuneration committee (to whom authority has been delegated by the Board to perform functions for the purpose of this Plan), as the case may be. Post Listing means the nomination and remuneration committee comprising of such members of the Board as provided under Section 178 of the Act and set up in compliance with Regulation 19 of SEBI Listing Regulations as amended from time to time.

(c) "**Applicable Laws**" includes every law, rule, regulation or bye-law relating to Options (*as defined hereinafter*), including, without limitation, the Act, the SBEB & SE Regulations (*as defined hereinafter*), the SEBI Listing Regulations (*as defined hereinafter*), and all the relevant tax, securities, exchange control or corporate laws, rules, regulations or bye-laws of India or any relevant jurisdiction, or of any stock exchange on which the Equity Shares (*as defined hereinafter*) of the Company are listed or quoted and includes, any amendment, modification, alteration or re-enactment made to such laws, rules, regulations or bye-laws.

(d) "**Associate Company**" shall have the meaning ascribed to such term under the Act.

(e) "**Bad Leaver**" means a Grantee who is a Leaver as a result of: (i) dismissal for Cause; or (ii) being designated as a Bad Leaver as set out under the proviso of the definition of "**Good Leaver**" and "**Good Reason.**"

(f) "**Board of Directors**" or "**Board**" means the board of directors of the Company, as reconstituted from time to time.

(g) "**Cause**" means: (i) illegal or unlawful acts of a Grantee, including, theft and fraud or dishonesty in relation to the Company; (ii) the Grantee committing an offence involving moral turpitude or unethical business conduct; (iii) the Grantee committing any breach of the Grantee's obligations under the employment agreement or any other agreement with the Company or any of the applicable policies of the Company (including the sexual harassment policy in force from time to time) which, if remediable, is not remedied within 30 (thirty) days of a written notice by the Company identifying such breach, or refusing or neglecting to comply with any reasonable and lawful directions of the Board or the Grantee's direct supervisor; (iv) the Grantee committing misconduct outside of the Grantee's employment or services to the Company, which, in the reasonable opinion of the Board, combined with the Grantee's continued employment will bring or is likely to bring the Company into disrepute or materially prejudice the interests of the Company; (v) the Grantee misrepresenting details relating to educational or other qualifications, prior work experience, or misrepresentation in relation to any criminal proceedings which, to the best of the Grantee's knowledge have been initiated / pending against him, as on the date of agreeing to the terms of employment; (vi) wilful misconduct or gross negligence by the Grantee; (vii) the Grantee breaching any confidentiality or protection of intellectual property rights or non-compete or non-solicitation terms agreed with the Company, as relevant; or (viii) any other act which would permit summary dismissal under Applicable Laws or employment terms (as per the offer letter, employment agreement, employee policy/code, etc).

(h) "**Cessation Date**" means the earlier of the following: (i) the date on which a Grantee either ceases to be an employee or a director and who does not begin or continue otherwise to provide services to the Company; or (ii) the date on which a Grantee commences his notice period or any period of gardening leave.

(i) **"Code"** means the U.S. Internal Revenue Code of 1986, as amended.

(j) "**Company**" means International Gemmological Institute (India) Limited, a company incorporated under the Companies Act 1956 having its registered office at 702, 7th Floor, The Capital Bandra Kurla Complex, Bandra (E), Mumbai (Maharashtra), India – 400051, where the context requires, relevant Group company (including its Subsidiary Companies and Associate Companies).

(k) "**Control**" means, with respect to any Person, (i) ownership of over 50%

(fifty percent) of the voting equity or interest of such Person; (ii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person; (iii) the possession of the power to direct the management and policies of such Person, including through the ownership of over 50% (fifty percent) of the voting equity or interest of such Person, through the power to appoint more than half the board or similar governing body of such Person, or through contract, and the terms "**Controlling**" and "**Controlled By**" shall be construed accordingly.

(l) "**Corporate Action**" means the following events:

(a) any rights issue or bonus issue of shares by the Company; or

(b) any stock split, consolidation or other similar action in respect of the Share capital;

(c) any merger or consolidation or other reorganization, reclassification or similar event in respect of the Share capital; or

(d) any unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Administering Agency determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted under the Plan.

(m) "**Date of Grant**" means the date on which the Administering Agency approves Grant to identified Employees under the Plan, in accordance with the Applicable Laws, and such date shall be specified in the Grant Letter issued to such Employee.

Explanation —For accounting purposes, the date of grant will be determined in accordance with applicable accounting standards;

(n) "**Directors**" means the directors appointed to the Board from time to time in accordance with Applicable Laws, and the term "**Director**" shall be construed accordingly.

(o) "**Effective Date**" has the meaning ascribed to it under Clause 3.3.

(p) "**Employee**" means

Prior to Listing:

(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 an Independent Director; or

(iii) an employee as defined in sub-clauses (i) or (ii) above, of a Subsidiary, in India or outside India, or of a Holding Company of the Company;

but does not include-

(a) an employee who is a Promoter (*as defined hereinafter*) or a person belonging to the Promoter Group (*as defined hereinafter*); or

(b) a Director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% (ten percent) of the outstanding equity Shares of the Company.

Post Listing:

(i) an employee as designated by the Company, who is exclusively working in India or outside India; or

(ii) a Director of the Company, whether a whole-time Director or not, including a non-executive Director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director; or

(iii) an employee as defined in sub-clauses (i) or (ii) above, of a Group company including its Subsidiary Company or its Associate Company, in India or outside India, or of a Holding Company of the Company; but does not include—

(A) an employee who is a Promoter or a person belonging to the Promoter Group; or

(B) a Director who, either himself or through his relatives or through any body corporate, directly or indirectly, holds more than 10% (ten per cent) of the outstanding equity shares of the Company.

(q) "**ESOP Ceiling**" has the meaning given to it in Clause 3.4 (*Authority*).

(r) "**Exercise**" means the making of an application pursuant to the delivery of an Exercise Notice by a Grantee to the Company for the issue of Shares against the applicable Vested Options pursuant to the Plan accompanied by the Exercise Consideration; and "**Exercising**" shall be construed accordingly. The term "**Exercised**" and "**Exercisable**" shall be construed accordingly.

(s) "**Exercise Consideration**" means the amount being paid by a Grantee to the Company (as applicable) as consideration for the Exercise of the Vested Options, being equivalent to the product of the Exercise Price and the number of Vested Options being Exercised.

(t) "**Exercise Notice**" means the written notice issued by a Grantee to the Company (in such form as prescribed by the Administering Agency from time to time) for Exercising such number of Vested Options as such Grantee may deem fit, but subject to the provisions of Clause 10 (*Exercise*), and such Exercise Notice shall mandatorily contain the following: (i) the number of Vested Options being Exercised; (ii) the demat account details of the Grantee, including the DPID and the Client ID; (iii) the Exercise Consideration; and (iv) the amount of tax being tendered pursuant to Clause 21.1 (*Tax liability*), as applicable.

(u) "**Exercise Period**" means the time period as may be determined by the Administering Agency but not exceeding 24 (twenty four) months from the date of Vesting in accordance with the Vesting Schedule and as specified in the Grant Letter, within which the Grantee may exercise the right to apply for Shares against the Vested Options.

(v) "**Exercise Price**" means the price payable by a Grantee in order to Exercise the Vested Options, as maybe prescribed by the Administering Agency, in accordance with Clause 10.1 of the Plan and set forth in the Grant Letter. The term "**Option Exercise Price**" shall be construed accordingly. Provided, the Exercise Price shall be in compliance with the accounting standards specified under the SBEB & SE Regulations, including any 'Guidance Note on Accounting for employee share-based Payments' issued in that regard from time to time.

(w) "**Good Leaver**" means Grantee who is a Leaver as a result of: (a) at the retirement age under terms of employment; (b) ill-health preventing continued employment, as determined by the Administering Agency based on a certificate of one or more medical experts identified by the Administering Agency; (c) redundancy; (d) termination by the Company as a result of underperformance by the Grantee other than for Cause; and (e) for any other reason, if the Administering Agency so decides.

Provided that a Grantee who is a Good Leaver at the Cessation Date may be characterized as a Bad Leaver if, after the Cessation Date, the Grantee breaches the terms of any confidentiality or non-compete, non-solicit, non-disparagement provisions of the Grantee's employment contract or any other agreement between the Grantee and the Company from time to time.

(x) "**Good Reason**" shall mean resignation by the Grantee on occurrence of the following and for any other reason as may be determined by the Administering Agency:

(i) unless otherwise required by Applicable Law, any reduction in the Grantee's base salary from the base salary as provided in the Grantee's employment agreement; or

(ii) any material breach by the Company in relation to terms of the Grantee's employment agreement, which is not remedied within 15 (fifteen) days after the same has been notified to the Company in writing by the Grantee, provided that the Grantee must notify the Company of any such breach within 15 (fifteen) days following the occurrence of such breach.

Provided that a Grantee who Voluntarily Resigns from the Company due to Good Reason may be characterized as a Bad Leaver if after the Cessation Date the Grantee breaches the terms of any confidentiality or non-compete, non-solicit, non-disparagement provisions of his employment contract or any other agreement between the Grantee and the Company from time to time.

(y) "**Grant**" means the issue of the Options to an eligible Employee under the Plan, and the term "**Granted**" shall be construed accordingly.

(z) "**Grantee**" means an Employee to whom Options have been Granted pursuant to the Plan or the Nominees (*as defined hereinafter*) to the extent permitted under the Plan and / or Applicable Laws in this regard.

(aa) "**Grant Letter**" means the letter issued to the Employee who is identified for Granting of Options by the Administering Agency from time to time and shall, mandatorily, contain the following details: (i) name of the Grantee; (ii) number of Options being Granted; (iii) the date of Grant; (iv) the Vesting Schedule with the respective Vesting dates; (v) the Exercise Period; (vi) the Exercise Price of the each Option; and (vii) such other terms and conditions as determined in the sole discretion of the Administering Agency.

(bb) "**Group**" shall have the same meaning as assigned to it under the SBEB & SE Regulations.

(cc) "**Holding Company**" means any present or future holding company of the Company, as defined in Act.

(dd) "**Independent Director**" means an independent director of the Company as defined under Section 149 of the Act and Regulation 16(1)(b) of the SEBI Listing Regulations.

(ee) "**Investor**" means BCP Asia II Topco Pte. Ltd. and/or affiliates who hold 100% (one hundred percent) of the share capital of the Company.

(ff) "**Lapsed Option**" means:

(i) an Option which has been forfeited or cancelled in accordance with the Plan; or

(ii) a Vested Option which has not been Exercised within the Exercise Period for any reason whatsoever.

The term "**Lapse**" or "**Lapsed**" shall be construed accordingly.

(gg) "**Listing**" means listing of the Shares on a Recognized Stock Exchange.

(hh) "**Nominee**" or "**Nominees**" means any of the parents, spouse, any child, brother or sister of the Grantee or any other person nominated by the Grantee under the Plan who will be eligible to exercise the Options Granted to a Grantee upon the death of such Grantee.

(ii) "**Option**" means an employee stock option which gives the Grantee a right, subject to Vesting, to subscribe at a future date (without any obligation to subscribe) and subject to the terms and conditions of the Plan, to 1 (one) Share, during or within the Exercise Period at the Exercise Price.

(jj) "**Permanent Disability**" means a permanent disability of any nature suffered by a Grantee during the Grantee's employment with the Company, or the Grantee's directorship, be it physical, mental or otherwise, which incapacitates or prevents or handicaps the Grantee from performing any specific job, work or task which the Grantee was capable of performing immediately before such disablement, as determined by the Administering Agency based on a certificate of one or more medical experts identified by the Administering Agency, provided such permanent disability was not self-inflicted (including through substance or alcohol abuse).

(kk) "**Permanent Disability Leaver**" means a Grantee who is a Leaver as a result of Permanent Disability.

(ll) "**Person**" means any natural person, firm, company, body corporate, Governmental Authority, joint venture, partnership, proprietorship, Hindu undivided family, trust, association or other entity that may be treated as a person under Applicable Laws (whether or not having a separate legal personality).

(mm) "**Plan**" means the IGI Employee Stock Option Plan 2024 of the Company and shall include any alterations, amendments, modifications, supplement, rules, process, letters or variations made thereto from time to time by the Company.

(nn) "**Post-Listing**" means the time after the Listing.

(oo) "**Promoter**" has the same meaning as assigned to the term under the SEBI ICDR Regulations (*as defined hereinafter*).

(pp) "**Promoter Group**" has the same meaning as assigned to the term under the SEBI ICDR Regulations (*as defined hereinafter*).

(qq) "**Recognised Stock Exchange**" means the BSE Limited, National Stock Exchange of India Limited or any other stock exchange in India on which the Company's Shares are listed.

(rr) "**Share(s)**" means equity share(s) of the Company having face value of INR 2/- each.

(ss) "**SBEB & SE Regulations**" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.

(tt) "**SEBI ICDR Regulations**" means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

(uu) "**SEBI Listing Regulations**" means the SEBI (Listing Obligations and

Disclosure Requirements) Regulations, 2015.

(vv) "**Section 409A**" means Section 409A of the Code.

(ww) "**Subsidiary Company**" means any present or future subsidiary company of the Company, as defined in the Act.

(xx) **"U.S. Grantee"** means each Grantee who is a "United States Person" within the meaning of Section 7701(a)(30) of the Code (i.e., a citizen or resident of the United States, including a lawful permanent resident, even if such individual resides outside of the United States).

(yy) "**Vested Option**" means an Option which has Vested in accordance with the Vesting Schedule as prescribed in the Grant Letter and with respect to which the Grantee has become eligible to Exercise the Option.

(zz) "**Vesting**" means, with respect to a relevant Option, the satisfaction of the conditions that give the Grantee the right to apply for a Share against such Option granted pursuant to the Plan and the Grant Letter, and "**Vest**"/ "**Vested**" shall be construed accordingly.

(aaa) "**Vesting Date**" means the date on which an Option Vests in the Grantee upon satisfaction of the Vesting criteria as per the terms of the Plan and the Grant Letter; and

(bbb) "**Vesting Schedule**" means the period over which the Options Granted to the Grantee shall Vest as decided by the Administering Agency and specified in the Grant Letter.

(ccc) "**Voluntary Resignation**"/"**Voluntarily Resigns**" means a Grantee who voluntarily separates/resigns from employment with the Company for any reason, in circumstances other than by reason of death and Permanent Disability and is not categorized as a Bad Leaver. Provided that the Administering Agency may at its sole discretion categorize the Grantee who voluntarily resigns/separates from employment with the Company as a "Good Leaver".

Any term not defined above but defined in the Act or the SBEB & SE Regulations shall have the meaning assigned to it under the Act or the SBEB & SE Regulations, as the case may be and any other Applicable Law as the case may be.

5. INTERPRETATION

In the Plan, unless the context otherwise requires:

(a) References to "**include**" or "**including**" are to be construed without limitation.

(b) References to a "**company**" include any company, corporation or other body corporate wherever and however incorporated or established.

(c) The expressions "**body corporate**" and "**subsidiary**" shall have the respective meaning given in the Act (as amended).

(d) The headings are inserted for convenience only and shall not affect the construction or interpretation of the Plan.

(e) Unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to any gender includes all other genders.

(f) References to Recitals, Clauses, Appendices, Annexures, Paragraphs, Preamble and Schedules are to recitals, appendices and annexures to, and clauses, paragraphs, preamble and schedules of the Plan, all of which form an integral part of the Plan.

(g) References to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of the Plan) and includes any subordinate legislation made under the relevant statute or statutory provision.

6. IMPLEMENTATION OF THE PLAN

6.1 The Plan shall be operated and administered by the Administering Agency. All questions of interpretation, dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the Plan or any Options shall be referred to the Administering Agency and shall be determined by the Administering Agency and such determination or interpretation shall be final and binding upon all persons (including, but not limited to, Employees and their Nominee(s) or legal heir(s)) having an interest in or affected by the Plan or such Options.

6.2 The Administering Agency shall be entitled to invite any person to attend its meetings and participate in the discussions and deliberations, provided that such person(s) shall be under a legally binding obligation to keep all documents, deliberations and decisions made in such meetings as confidential, and provided further that no such person shall have any right or authority to vote in such a meeting.

6.3 The Administering Agency, in the exercise of its powers, may require the Company to furnish any information and/or seek the assistance of any employee of the Company as it may deem fit to effectively discharge its duties.

6.4 The Administering Agency shall be entitled to meet (either physically or by way of any audiovisual or telephonic means or by way of passing resolutions by circulation or giving consent on written resolution, each in accordance with Applicable Laws) as and when necessary to administer this Plan and to undertake all acts, deeds and things in relation to the administration, supervision and implementation of this Plan strictly in accordance with the terms hereunder and/or as may be directed by the Board from time to time. In addition, subject to Applicable Laws, the Administering Agency shall be entitled to formulate and determine the detailed terms and conditions of the Plan from time to time, including but not limited to the following:

(a) the quantum of Options to be Granted at various points in time, per Employee and in aggregate;

(b) the conditions under which the Options may Vest in Grantees and may lapse in case of termination of employment for misconduct;

(c) the Exercise Period within which the Grantee can Exercise the Options and that the Options would lapse on failure to Exercise the same within the Exercise Period;

(d) the specified time period within which the Grantee may Exercise the Vested Options in the event of termination or resignation;

(e) the right of a Grantee to Exercise all the Vested Options at one time or at various points of time within the Exercise Period;

(f) formulate the procedure for making a fair and reasonable adjustment to the ESOP Ceiling, number of Options and to the Exercise Price in case of any Corporate Action. In this regard, the following shall, inter alia, be taken into consideration by the Administering Agency:

    (i) the number and price of Options shall be adjusted in a manner such that total value to the Grantee of the Options remains the same after the Corporate Action; and

    (ii) the Vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Grantee (s) who is Granted such Options;

(g) formulate a policy for the Grant, Vesting and Exercise of Options in case of Grantees who are on long leave;

(h) the process for funding the Exercise of Options;

(i) the procedure for buy-back of the Shares issued under the Plan, 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.

(j) frame rules, regulations and procedures (which rules, regulations and procedures shall be subject to the prior approval of the Board) and prescribe forms and issue, or authorise any person to issue, circulars or orders (pursuant to such rules, regulations and/or procedures) in relation to the Plan and may, from time to time, amend recall or replace such rules, regulations, procedures (any amendment to such rules, regulations and procedures being subject to the prior approval of the Board, if so required by the Board), forms, orders and circulars;

(k) formulate the criteria for identifying Employees to whom the Options are to be Granted, and such criteria shall be subject to the prior approval of the Board;

(l) grant an extension of time for the exercise of the Options upon a specific request made by the concerned Grantee;

(m) the re-allocation of unexercised, surrendered, expired, lapsed and/or forfeited Options;

(n) number of Options reserved, if any, for Granting to Employee(s) at a future date;

(o) to frame rules to cover matters not specifically identified herein, which are fair and reasonable and the terms of the Plan; and

(p) to construe and interpret the terms and conditions or settle any doubts/queries in connection with the Plan.

6.5 No member of the Administering Agency shall be personally liable for any decision or action taken in good faith with respect to administration of the Plan.

6.6 Post Listing, the Administering Agency shall also frame suitable policies and systems to ensure that there is no violation of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015; and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, by the Company and the Employees, as applicable.

6.7 The Administering Agency may formulate various sets of special terms and conditions under the Plan to apply to an Employee (or their Nominee/legal heir, as the case may be). Each of such sets of special terms and conditions under the Plan shall be restricted in their application to such Employee (or their respective Nominees/ legal heirs). The Administering Agency may also formulate separate sets of special terms and conditions to apply to each class or category of Employees (or their respective Nominees/legal heirs) and each of such sets of special terms and conditions shall be restricted in its application to such class or category of Employees (or their respective Nominees/legal heirs).

6.8 In case of any dispute relating to the interpretation of the terms and conditions of the Plan, the decision of the Administering Agency will be final and binding on the Employees.

7. SELECTION OF ELIGIBLE EMPLOYEE(S)

The Administering Agency shall have the discretion to determine which Employee(s) is/are eligible employee(s) and satisfy(ies) the eligibility criteria for the Grant of Options under the Plan, based on (i) the periodic appraisal of Employee(s) and/or any team of the Company of which such Employee(s) is/are part; (ii) such Employee(s) qualifying under any selection criteria, (which shall be decided from time to time by the Administering Agency or assessing the contribution of Employee(s) towards the Company or such other criteria as maybe determined by the Administering Agency from time to time), and (iii) the status of an Employee as a new hire, as an incentive to join and to act as a retention tool.

8. GRANT AND ACCEPTANCE

8.1 The Administering Agency shall, from time to time, have the power to make a Grant to Employees by determining the following parameters: (a) the identity of the Employees who should be Granted the Options in accordance with the provisions of the Plan; (b) the number of Options to be Granted to such identified Employees; (c) the Date of Grant; (d) the Exercise Price; and (e) any additional terms and conditions which should be applicable to such Grant and the related Vesting and Exercise, provided that the Administering Agency may, from time to time, set limits on the maximum number of Options within the ESOP Ceiling which may be Granted by the Administering Agency at any particular time period, and the Administering Agency shall not Grant any Options in breach of such limits set by the Board.

8.2 As the Plan is implemented directly by the Administering Agency, the Company shall issue the Options (a) after issuing a Grant Letter, and (a) Post Listing, only after making adequate disclosures to the proposed Employees as may be required under the SBEB & SE Regulations, and

8.3 Subject to obtaining a special resolution passed by members of the Company, Grants can be made to Employee(s) mentioned in such resolution, during any 1 (one) year, Options equal to or exceeding 1% (one percent) of the outstanding issued share capital (excluding outstanding warrants and conversions) as on the date of the Grant of Options.

8.4 A Grant shall not be valid if, at the time of the Grant, the Employee is under a notice of termination of employment or engagement by the Company.

8.5 The Options cannot Vest less than 1 (one) year from the Date of Grant of an Option. However, Post Listing, the minimum Vesting period of 1 (one) year shall not be applicable in case of death or Permanent Disability.

8.6 The Grant Letter shall include the Date of Grant. Employees who intend to accept such Grant shall convey their acceptance to the Company by accepting the Grant Letter within the period specified therein. The Grant Letter will be in writing or notified through electronic mail or through corporate intranet and shall specify number of Options Granted and the terms and conditions of the Grant of Options, which may differ for different categories/classes/groups of Employees.

8.7 The Company shall follow the fair value method for the valuation of the Options, or such other method as may be determined by the Administering Agency in accordance with the accounting policies specified under the SBEB & SE Regulations.

8.8 The Grant of any Options shall be subject to the Employee(s) agreeing, on Exercise of the Options, to be bound by the terms and conditions applicable to shareholders of the Company as set out in the articles of association of the Company at the relevant time and the Grant Letter may enclose such additional documents as the Administering Agency may require the Employee to execute, to give effect to the foregoing.

8.9 No amount shall be payable by an Employee at the time of Grant of Options.

9. VESTING

9.1 Subject to Clause 9, the Options Granted to an Employee shall be eligible to Vest (subject to satisfying the performance and milestone-based conditions, as may be applicable to a particular Grantee as per the terms of the Grant Letter). However, the Options cannot Vest less than 1 (one) year from the Date of Grant of an Option (except in case of death and Permanent Disability) and may extend to a maximum period of 15 (fifteen) years from the Date of Grant, as may be determined by the Administering Agency subject to Applicable Laws and as stated in the Grant Letter.

9.2 Vesting criteria will be such as are specified for each Grantee and conditions subject to which Vesting shall take place may be outlined in the Grant Letter, which can include time, performance or milestone conditions (which may include Investor exit related conditions, Employee's performance, Company's performance, determined on the basis of revenue and profitability or any other performance condition the Administering Agency may decide at its discretion) as specified in Grant Letter for the Options to Vest.

9.3 It is clarified that a particular Vesting, as on a Vesting Date, shall be invalid (and the Options subject to such Vesting shall Lapse) if the Employee is not in service of the Company (and/or the relevant Group, including Subsidiary Company/ Associate Company), either as a Director or an Employee, as relevant, as on the Vesting Date. However, the Grantee shall be entitled to Exercise the Vested Options as per clause 11 of the Plan and the Grant Letter.

9.4 In the event there is any ongoing investigation or proceeding against the Grantee in connection with or relating to a Cause (*as defined above*), then no Options Granted to such Grantee shall either Vest or be eligible to be Exercised until such investigation or proceeding has concluded and a final determination in such matter has been made, unless otherwise determined by the Administering Agency in its sole discretion.

9.5 Notwithstanding any other clause, the Administering Agency may, in its absolute discretion, for any Grantee or class of Grantee(s), permit Options to be Vested and Exercised within an accelerated time and as per modified terms and conditions in accordance with the Plan. However, the Options cannot Vest less than 1 (one) year from the Date of Grant of an Option, (Post Listing, except in case of death and Permanent Disability, where the 1 (one) year condition will not apply).

9.6 The actual Vesting of Options shall be communicated to the eligible Grantees in writing or electronically through grant letters.

9.7 No amount shall be payable by an Employee at the time of Vesting of Options.

10. EXERCISE

Exercise Price:

10.1 The Option Exercise Price shall be the price per Option payable by an Employee upon Exercising an Option which has been Granted pursuant to the Plan, as set out in the relevant Grant Letter.

10.2 Subject to the terms and conditions of Clause 9.5 and this Clause 10, as on a particular Vesting Date in accordance with the Vesting Schedule, and fulfilment of the relevant conditions to Vesting, the Grantee shall have the right to Exercise the Vested Options (either in full or in tranches) at any time during the Exercise Period (subject to Clause 11.1) and acquire the corresponding Shares from the Company, as applicable. In the event an Option is not Exercised within the Exercise Period or such longer period as may be permitted by the Administering Agency, it shall stand Lapsed and shall cease to be valid for all purposes. An Option cannot be Exercised for less than 1 (one) full Share.

10.3 An amount equivalent to the Exercise Consideration shall be payable by the Grantees at the time of Exercise of the Vested Options.

10.4 The Grantees may Exercise the Vested Options by sending one or more Exercise Notices to the Company, as may be applicable, at any time during the Exercise Period (subject to Clause 11.1) along with the payment of the Exercise Consideration, subject to the compliance with the formalities prescribed under this Plan.

10.5 The method of payment of the Exercise Consideration shall be determined by the Administering Agency and may include (i) Grantee making the payment to the Company through normal banking channels, such as NEFT/RTGS or issuance of demand draft (ii) the Grantee's approval or consent to the Company to deduct such amount from her/his salary or other entitlements, due and payable; or (iii) any combination of the foregoing methods of payment, provided that any such mechanism at the relevant point is allowed under Applicable Laws. It is further clarified that subject to Applicable Laws, the Company may permit the empanelled stock brokers to make suitable arrangements to fund the Grantee for payment of Exercise Price, the amount necessary to meet the Grantee's tax obligations and other related expenses pursuant to Exercise of Options Granted under the Plan and such amount shall be adjusted against the sale proceeds of some or all the Shares of such Grantee.

10.6 Upon receiving an Exercise Notice, the Administering Agency shall make all necessary and diligent enquiries with respect to such Exercise Notice and, upon being satisfied with the veracity of the Exercise Notices received by the Company, shall proceed to take such actions to cause the Company to issue the appropriate number of Shares arising out of the Exercise to the relevant Grantee. It is clarified that in the event of death or Permanent Disability, the legal heir, Nominee or the Grantee (in case of Permanent Disability) shall issue the Exercise Notice.

10.7 Upon receiving the Exercise Notice in the manner set out in Clause 10.4 and 10.6 above, as applicable, the Administering Agency or any other committee duly constituted shall consider the allotment of the Shares.

10.8 Options which have Vested and not been Exercised by the Grantees within the relevant Exercise Period shall Lapse immediately upon the expiry of such Exercise Period.

10.9 Notwithstanding anything contained elsewhere in this Plan, the Administering Agency:

(a) may, if the Exercise of the Vested Options within the Exercise Period is prevented by Applicable Laws, defer or not permit the Exercise of the Vested Options so long as it is prohibited by Applicable Laws and, in such an event, the Company shall not be liable to pay any compensation or similar payment to the Grantee for any loss, real or notional, suffered due to such prohibition and the Exercise Period shall stand extended by such period but not beyond the tenure of the Plan; and

(b) shall have the power to cancel all or any of the Options which have been Granted under the Plan, if so required, under Applicable Laws. In the event of any such cancellation, no compensation shall be payable to the Grantee for such cancelled Options.

11. DISCONTINUATION OF SERVICE

11.1 If, at any time, a Grantee either: (x) has ceased to be employed by the Company; or (y) is under notice (whether given or received) of such cessation (such Employee, a "**Leaver**"), then, except as otherwise specified in the Grant Letter:

(a) in case the Leaver is categorised as a Good Leaver, all Options which have not Vested as on the Cessation Date shall lapse and such Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date. However, the Administering Agency may at its absolute discretion allow for accelerated Vesting of any Options that have not yet Vested as of such Cessation Date in a manner as may be determined by the Administering Agency, and the Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date;

(b) in the event a Leaver Voluntarily Resigns from the Company due to Good Reason, then all Options which have not Vested as on the Cessation Date shall lapse and such Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date. However, the Administering Agency may at its absolute discretion allow for accelerated Vesting of Unvested Options in a manner as may be determined by the Administering Agency, and the Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date; or

(c) in the event a Leaver Voluntarily Resigns from the Company but not due to Good Reason, then all Options which have not Vested as on the Cessation Date shall lapse and such Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date. However, the Administering Agency may at its absolute discretion allow for accelerated

Vesting of Options that have not yet Vested as of such Cessation Date and the Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date; or

(d) in the event of death of a Leaver in the course of employment of the Company or her/his directorship, the Vesting of all Options held by such Leaver shall accelerate in full and all the Vested Options may be Exercised by the legal heirs or Nominees of the deceased Leaver, within 6 (six) months of the Cessation Date, failing which such Vested Options shall mandatorily lapse;

(e) in case the Leaver is categorised as a Permanent Disability Leaver, then the Vesting of all Options held by such Leaver shall accelerate in full and such Leaver may Exercise all Vested Options within 6 (six) months of the Cessation Date, failing which such Vested Options shall mandatorily lapse; or

(f) in case: (i) a Leaver is categorised as a Bad Leaver; or (ii) a Leaver is declared insolvent or bankrupt, then all outstanding Options which have been Granted (regardless of whether they have Vested or not) to such Leaver shall lapse.

(g) in case the Leaver separates from the Company due to any other reason not specified in clause 11.1(a) to (f) above, then all the Options which have not Vested as on the Cessation Date shall lapse and such Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date. However, the Administering Agency may at its absolute discretion allow for accelerated Vesting of Unvested Options, and such Leaver shall be entitled to Exercise all Vested Options within 6 (six) months from the Cessation Date.

11.2 It is clarified that the date of the termination of employment of a Grantee shall be the date of termination of the employment specified by the Company in the letter of termination issued by the Company to such Grantee.

11.3 In the event Grantee is transferred or deputed by the Company to a Group company, including a Subsidiary Company, or an Associate Company, subject to Applicable laws, the Options Granted to such Grantee shall Vest or be Exercised as per the terms of Grant under the Plan and as specified in the Grant Letter, even after such transfer or deputation.

12. OTHER CONDITIONS

12.1 The Grantees shall (in respect of the Options or any Shares held directly or indirectly) comply with the directions and/or instructions of the Administering Agency or authorised representative of the Company, as may be prescribed (including in the event of any Corporate Action).

12.2 In case any Options are Granted to any Employee being resident outside India belonging to the Company, the provisions of the Foreign Exchange Management Act, 1999 and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed in connection with Grant, Vest, Exercise of Options and allotment of Shares thereof.

13. ADJUSTMENT UPON CORPORATE ACTIONS

13.1 In the event of any Corporate Action (other than a bonus issue), the Administering Agency shall at its discretion make suitable and necessary adjustments *inter alia* to the ESOP Ceiling and number of outstanding Options and/or Exercise Price thereof, depending upon the circumstances, acting reasonably, in respect of Vested Options and Options that have not yet Vested.

13.2 In the event of a Corporate Action involving a bonus issue, the Administering Agency shall at its discretion adjust ESOP Ceiling and the number of outstanding Options and/or Exercise Price, in respect of Vested Options and Options that have not yet Vested or provide for bonus entitlement on the Shares issued on Exercise of the Options, in such a manner that is fair and reasonable.

14. NON-TRANSFERABILITY OF OPTIONS

14.1 Options which have been Granted to an Employee shall not be transferable to any other Person.

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 an Employee suffering from Permanent Disability in accordance with the provisions of the Plan.

14.3 The Options granted to an Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any manner.

15. TERMS AND CONDITIONS OF SHARES

Shares issued under the Plan shall not be subject to any transfer restrictions or lock-in restrictions.

16. GENERAL PROVISIONS

16.1 Neither a Grantee, nor successors in interest, shall have any of the rights of a shareholder of the Company with respect to the Options granted, until the Company, on the Exercise of Options, transfers/allots Shares in the name of the Grantee.

16.2 The Employee (including any Employee who is not a resident in India) shall comply with such requirements of Applicable Laws (including tax and foreign exchange regulations), as may be necessary in opinion of the Company, in relation to any Options granted to such Employee.

16.3 The Grantee shall not divulge or disclose any details of the Plan to, or discuss such details with, any Person, except with the prior permission of the Company obtained in writing, including information relating to Options Granted, the Exercise Price, the terms of the Grant, the Vesting Schedule, the Exercise Period and any other information relating to the commercial, legal or administrative aspect of the Plan.

16.4 The Plan shall not confer on any Person any legal or equitable rights (other than those to which he would be entitled as an ordinary member of the Company) upon allotment of Shares pursuant to Exercise of Options against the Company, either directly or indirectly or give rise to any cause of action in law or in equity against the Company.

16.5 For abundant caution, it is hereby clarified that neither the adoption of the Plan nor any action of the Administering Agency or the Board shall be deemed to give an Employee any right to be Granted any Option by the Company or to acquire Shares or to any other rights except as may be evidenced by a Grant Letter.

16.6 Nothing contained in the Plan shall be construed to prevent the Company from implementing any other new employee stock option plans for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the Plan or any Grant made under the Plan. No Employee or other person shall have any claim against the Company as a result of such action.

16.7 Participation in the Plan shall not be constituted or be construed as a guarantee by the Company of return on Options/Shares of the Company. Any loss/potential loss on any account of fluctuation in the price of Shares or any other account whatsoever and the risks associated with such investments will be that of the Grantee alone and not of the Company.

16.8 Each Grantee shall keep the details of Options Granted to them strictly confidential and shall not share/disclose the said details with/to any other Employee. In case of non-adherence to the provisions of this Clause, the Administering Agency will have the authority to deal with such cases as it may deem fit in its absolute discretion, including through complete or partial cancellation of Options Granted to any such Grantee.

16.9 All notices of communication required to be given by the Company to Grantee by virtue of the Plan shall be in writing by electronic mode or by such other means as may be approved and allowed under Applicable Laws from time to time and shall be sent to the address of the Grantee available in the records of the Company and any communication to be given by the Grantee to the Company in respect of the Plan shall be sent to:

International Gemmological Institute (India) Limited

Address: Registered Office,

702, 7th Floor, The Capital Bandra Kurla Complex,

Mumbai - 400051

Email: Investor.relations@igi.org / Hardik.desai@igi.org

or such other address as may be notified by the Company from time to time by means of written communication or such other manner as may be permitted in this regard.

16.10 The Company shall conform to the accounting policies prescribed under the SBEB & SE Regulations and as required under Applicable Law from time to time.

16.11 The Company shall make the requisite disclosures as required under Applicable Law, including the Act, SBEB & SE Regulations and SEBI Listing Regulations (as applicable).

16.12 The Plan and documents issued pursuant thereto shall constitute the entire documents in relation to its subject matter and supersede all prior agreements and understandings whether oral or written with respect to such subject matter.

16.13 The Company shall maintain a register with respect to Options issued and Exercised under the Plan in the form and manner as prescribed under the Act. Such register shall be maintained in the registered office of the Company or at such other place as may be decided by the Administering Agency.

16.14 The Shares allotted upon Exercise of the Options or received *in lieu* of the Options shall rank *pari passu* with the then existing equity shares of the Company and shall be subject to the memorandum of association and articles of association of the Company.

16.15 The Employees who receive Shares by virtue of Exercise of the Options issued under the Plan shall be entitled to receive all regular benefits of the shareholders of the Company, including receiving dividends and bonus shares, if any, announced by the Company from the date of transfer/allotment of Shares to the Employees' name.

16.16 The existence of the Plan and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders or the Company to make or authorise any change in the capital structure of the Company, including any further issue of equity or debt or other securities having any priority or preference with respect to the Shares or the rights thereof. Depending upon the administration or implementation of the Plan by the Administering Agency, all provisions of the Plan which conflict or otherwise inconsistent with the option adopted by the Administering Agency (i.e. directly or through Trust) will be read in a manner which gives full force and effect to implementation of the Plan through such option.

16.17 <u>Section 409A</u>. To the extent that the Administering Agency determines that any Option granted to a U.S. Grantee under the Plan is subject to Section 409A or intended to be exempt from the provisions of Section 409A, the Grant Letter evidencing such Option shall incorporate the terms and conditions consistent with compliance with or exemption from Section 409A, as determined by the Administering Agency. To the extent applicable to U.S. Grantees, the Plan and Grant Letters shall be interpreted to be in accordance with or exempt from Section 409A and U.S. Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, in the event that the Administering Agency determines that any Option may be subject to Section 409A and related U.S. Department of Treasury guidance, the Administering Agency may adopt such amendments to the Plan and the applicable Grant Letter, adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administering

Agency determines are necessary or appropriate to (i) exempt the Option from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Option or (ii) comply with the requirements of Section 409A and related U.S. Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section. The Administering Agency shall use commercially reasonable efforts to implement the provisions of this Clause 16.18 in good faith; provided, that neither the Company, the Administering Agency nor any of the Company's employees, directors or representatives shall have any liability to any Grantee with respect to Section 409A.

17. APPOINTMENT OF NOMINEE

17.1 The Grantee may appoint any relative (as defined under the Act) (with no prior criminal record and who has, as on the date of nomination, never faced any investigation or enquiry or charge-sheeted before a court of competent jurisdiction for act or acts constituting a criminal offence under Applicable Law, barring minor traffic offences (not involving a custodial sentence)) as Nominee(s) for the purpose of exercising the rights, subject to the obligations, in terms of the Plan. The Grantee shall have the right to revoke such nomination at any time and a fresh nomination may be made upon such revocation, provided that such nomination shall automatically stand revoked and void *ab initio* in the event such Nominee is designated as an accused in any investigation or enquiry or charge-sheet before a court of competent jurisdiction for act or acts constituting a criminal offence under Applicable Laws, barring minor traffic offences (not involving a custodial sentence).

17.2 In the event of death of the Grantee, the Nominee specified as aforesaid shall alone be entitled to exercise the rights of the Grantee concerned and the Company shall not be liable in relation to any rights and obligations amongst the legal heirs *inter se* the Grantee is concerned.

17.3 Where the Grantee has not made the nomination as above, then the person appointed as Nominee by the Grantee under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 shall be deemed to be the Nominee for the purposes of this Plan.

17.4 If the Grantee fails to make a nomination as mentioned in Clauses 17.1 to 17.3 above, the Options shall Vest on legal heirs in the event of her/his death.

18. LISTING OF THE SHARES

18.1 The Shares to be issued and allotted under the Plan shall, where required, be notified immediately upon Exercise in and Post Listing, listed on the Recognised Stock Exchange(s) where the securities of the Company are listed.

18.2 The Company shall comply with all other requirements prescribed by the Recognised Stock Exchange(s) for Exercise of the Options by the Grantees and implementation of the Plan.

19. GENERAL RISKS

Participation in this Plan shall not be construed as any guarantee of return on the equity investment.

All investments in Shares or Options on shares are subject to risk as the value of Options/Shares may go down or up. Any loss due to fluctuations in the market price of the equity and the risks associated with the investment are that of the Grantee alone.

In addition, Options/Shares 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 equity shares of a single company.

2. Leverage: Any change in the value of the Shares of the Company can lead to a significantly larger change in the value of the Options/Shares.

3. Illiquidity: The Options/Shares cannot be transferred to anybody, and therefore the Employees cannot mitigate their risks by selling the whole or part of their Options/Shares before they are exercised.

4. Vesting: Unless specifically provided herein, as applicable, the Options/Shares will lapse if the employment is terminated prior to Vesting. Even after the Options/Shares are Vested, the unexercised Options may be forfeited if the employment is terminated for Cause.

20. CO-OPERATION

The Grantee shall be required to execute and deliver, to the Company, all documentation as may be necessary (i) for the Exercise of the Options; and (ii) to enforce the rights and obligations of the Grantee under the articles of association of the Company as a shareholder post Exercise of the Options by the Grantee.

21. TAX LIABILITY

21.1 In the event of any tax liability arising whether in India or in the country of his/her residence on account of the Grant, Vesting or the Exercise of the Options and/or upon the transfer of the Shares to the Grantee, such liability shall be that of such Grantee alone and shall be borne and paid by the Grantee at the time of Exercise of Options or within such time as may be prescribed or permitted under Applicable Law. The Grantee alone shall be responsible for compliance with tax and other statutory requirements in that regard in India and in the country of his/her tax residence. The Grantee shall indemnify the Company or other intermediary (as may be applicable) against any tax or other liabilities that may be imposed on account of the Grant, Vesting or the Exercise of the Options and/or upon the transfer of the Shares to the Grantee or sale on the open market or otherwise, in such form as may be prescribed by the Administering Agency. The Company shall have the power to collect or recover such taxes from the Grantee. Failure by the Grantee to remit said amount to the Company shall, at the discretion of the Administering Agency, result in the lapse and cancellation of all the unvested Options and there shall be no further obligation of the Company or the Administering Agency towards the Grantee with regard to such Lapsed Options. Without prejudice to the foregoing, the Company will also have the right to enforce the claim of the said amount under law.

21.2 All the tax liabilities arising on disposal or transfer of Shares by the Grantees after Exercise of Options shall be borne by the Grantee directly.

21.3 If the Company incurs any taxation liability pursuant to the Grant, Vesting or Exercise of a Vested Option, then the Company shall be entitled to either deduct the same from the salary of such Grantee or to sell or procure the sale of such number of Shares (being otherwise transferred to the Grantee pursuant to the Exercise) so as to ensure that the relevant entity incurring the tax liability receives an amount which is sufficient to discharge the tax liability of such entity as allowed under Applicable Law.

21.4 The term 'tax' used herein shall mean (i) taxes on income, perquisites, profits and gains including any and all forms of taxation, duties, levies, including without limitation withholding tax, goods and service tax, together with any surcharge, cess, interest, penalties or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed, or such taxes as levied by a government authority in any jurisdiction; and (ii) all other taxes, levies, duties, imposts, charges and withholdings of any fiscal nature, including payroll taxes and any social security or social fund contributions, together with all penalties, charges and interest relating to any of the foregoing.

21.5 Certificate from auditors: Upon Listing, the Board of the Company, which has passed a resolution for the Plan, shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company that the Plan has been implemented in accordance with SBEB & SE Regulations and the resolution of the Company in the general meeting.

22. NO RESTRICTION ON CORPORATE ACTION

The existence of the Plan and any Grant made hereunder shall not in any way affect the right or the power of the Board or the shareholders of 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 of the Company or the rights thereof or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Grant made under the Plan. No Employee or other Person shall have any claim against the Company as a result of such action.

23. ALTERATION OF THE PLAN

23.1 The Administering Agency may, pursuant to an approval of the shareholders of the Company by special resolution passed at a general meeting, where required under Applicable Laws, at any time and from time to time revoke, add to, alter, amend or vary all or any of the terms and conditions of this Plan as approved by the shareholders, provided that no variation, alteration, addition or amendment to this Plan may be made if it is detrimental to the interest of the Grantee, unless such variation, alteration, addition or amendment is consented to by the Grantee or required to comply with Applicable Laws.

23.2 Subject to Applicable Law, the Company may revise any of the terms and conditions of the Plan to meet any regulatory requirement without seeking shareholders' approval by special resolution.

23.3 Without amending the Plan, the Company may Grant Options to Employees who are foreign nationals/residents on such terms and conditions as the Administering Agency may consider necessary or desirable to promote achievement of the purposes of the Plan and, in furtherance of such purposes the Administering Agency may make such modifications, amendments, procedures, sub plans and the like as may be necessary or advisable for it to comply with provisions of laws in other countries or jurisdictions in which the Company operate or have Employees.

24. SUBSEQUENT PLANS

24.1 Nothing contained in the Plan shall be construed to prevent the Company from implementing any other subsequent plan, in accordance with Applicable Laws, for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest.

24.2 If an Options expires, Lapses or becomes un-exercisable due to any reason, then it will be available for further Grant to the Employee, unless otherwise determined by the Administering Agency.

24.3 The Company reserves the right to carry forward the Lapsed, unexercised and forfeited Options to a new plan.

24.4 No Employee or other person shall have any claim against the Company as a result of such action.

25. SEVERABILITY

25.1 This Plan (and the documents to be issued / adopted under this Plan) 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.

25.2 In the event that any term, condition or provision of this Plan being held to be a violation of Applicable Law, the same shall be severable from the rest of this Plan and the remaining part of the Plan shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Plan.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India.

26.2 Any question or dispute arising out of or in any way connected with the Plan shall be referred to the Administering Agency.

26.3 The terms and conditions of the Plan shall be governed by Applicable Laws and subject to clause 26.2 of the Plan, any dispute arising out of the terms of the Plan shall be finally settled through arbitration:

(i) The arbitration shall be in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "**Arbitration Rules**"), in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);

(ii) All proceedings of the arbitration shall be in the English language. The legal seat of the arbitration shall in Singapore and the venue of arbitration will be in Mumbai, India;

(iii) All proceedings shall be conducted before a single arbitrator mutually agreed upon by the parties. To the extent the parties are unable to agree on a single arbitrator within 15 (fifteen) business days following submission of the dispute, then the arbitrator shall be appointed as per the provisions of the Arbitration Rules;

(iv) Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal; and

(v) The costs of the arbitration shall be borne by the parties to the dispute in such manner as the arbitrator shall direct in their arbitral award.

26.4 Nothing shall preclude a party from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary losses through the arbitration described in this Clause 26.

27. RE-PRICING

27.1 The Administering Agency is authorized, as set out under the Applicable Laws, to re-price the Options which are not Exercised, whether or not they have been Vested, if the Options were rendered unattractive due to a fall in the price of the Shares of the Company in the market, subject to the approval of the shareholders of the Company; provided, that the company ensures that such repricing is not detrimental to the interests of the employees and approval of the shareholders by a special resolution has been obtained for such repricing.

27.2 Such re-pricing shall be applicable to all outstanding Options which are Granted on specific Date of Grant.

27.3 Such re-pricing shall not be detrimental to the interests of the Employees.

28. CONTRACT OF EMPLOYMENT

28.1 This Plan shall not form part of any contract of employment between the Company and the Employee. 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 or vice versa.

28.2 Nothing in this Plan shall be construed as affording such an individual 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 and the Administering Agency). There will be no obligation of the Company towards Employees in relation to this Plan upon its expiry, termination or modification.