

PAISALO EMPLOYEE

SHARE PURCHASE SCHEME 2024

For PAISALO DIGITAL LIMITED

Mouli
COMPANY SECRETARY



1. NAME, OBJECTIVE AND TERM OF THE SCHEME

- 1.1 This Employee Share Purchase Scheme shall be called Paisalo Employee Share Purchase Scheme 2024 ("**ESPS 2024**" / "**PDL ESPS 2024**" / "**Scheme**").
- 1.2 The objective of the ESPS 2024 is to reward the Employees for association, dedication and contribution to the goals of the Company. The Company intends to use this Scheme to attract and retain key talents working with the Company and its Subsidiary Companies by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views Employee Share Purchase Schemes as an instrument that would enable the Employees to get a share in the value they create for the Company in the years to come.
- 1.3 The Scheme will come into effect from September 23, 2024 on which the members of the Company have approved the Scheme by way of a special resolution and shall continue to be in force until (i) its termination by the Company as per provisions of Applicable Laws, or (ii) the date on which all Shares offered under the Scheme have been issued to the Eligible Employees, whichever is earlier.
- 1.4 This document is not intended to provide any legal or taxation advice on PDL ESPS 2024 and such Employee should consult their own tax advisors before accepting the grant and / or vesting of the Equity Shares under PDL ESPS 2024 Scheme.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

- (i) "**Applicable Law**" means every law relating to equity-based compensation scheme, without limiting to the Companies Act and includes any statutory modifications or reenactments thereof, if any, Securities and Exchange Board of India Act, 1992, the SEBI SBEBSE Regulations, any guidelines, notification, instruction, or circular issued by the Government of India and all relevant tax, securities, exchange control or corporate laws of India including any circular, notification issued thereunder, or of any relevant jurisdiction or of any recognized Stock Exchange on which the Shares are listed or quoted.
- (ii) "**Board**" means the Board of Directors of the Company.
- (iii) "**Committee**" means the Nomination and Remuneration committee or any other committee constituted or re-constituted by the Board from time to time, as per the requirements of Applicable Laws, to administer and supervise the Scheme and other employee benefit schemes among other things, comprising of such members of the Board as provided under Section 178 of the Companies Act.
- (iv) "**Companies Act**" means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or re-enactments thereof.



- (v) **"Company"** means "Paisalo Digital Limited (CIN: L65921DL1992PLC120483), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at CSC, Pocket 52, CR Park, Near Police Station, New Delhi - 110019.
- (vi) **"Company Policies/ Terms of Employment"** means the Company's policies for Employees and the terms of employment as contained in the employment letter/ contract and relevant policy(ies) of the Company, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of employees of the Company.
- (vii) **"Director"** means a member of the Board of the Company.
- (viii) **"Eligibility Criteria"** means the criteria for determining the eligibility of an Employee for participating in the Offer made under this Scheme as may be decided from time to time by the Committee.
- (ix) **"Eligible Employee"** means an Employee who has been offered the Shares in pursuance of the Scheme and having a right but not an obligation to accept the Offer and apply for Shares and shall deem to include nominee/ legal heir of such Eligible Employee in case of death of Eligible Employee to the extent provisions of the Scheme is applicable.
- (x) **"Employee"** means
- a. an employee as designated by the Company, who is working exclusively in India or outside India
 - b. 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;
 - c. an employee as defined in sub-clauses (a) or (b), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include
 - an employee who is a promoter or a person belonging to the promoter group
 - a director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company
 - all those who are on cessation/suspension immediately prior to the Offer Date; or
 - any other person(s) as determine by the Committee from time to time



- (xi) **"Employee Share Purchase Offer"** means a right, but not an obligation given to an Eligible Employee by way of a written document specifying relevant terms and conditions, to purchase or acquire the Shares of the Company at the Purchase Price.
- (xii) **"ESPS 2024/ PDL ESPS 2024"** means this "Paisalo Employee Share Purchase Scheme 2024" under which the Company is authorized to issue Offers and issue Shares.
- (xiii) **"Lock-in period"** means such period of time during which Shares issued by the Company to the Eligible Employee shall not be allowed for transfer, sale, hypothecation, charge or any other form or alienation by the Eligible Employee.
- (xiv) **"Market Price"** for the purposes of the Scheme shall mean as under:
- For determination of Purchase Price: The closing market price of the Share on the recognised Stock Exchanges on the day immediately preceding the Offer Date or Purchase Date, as the case may be;
 - For the purpose of accounting: The closing market price of the Share on the recognised Stock Exchanges immediately preceding the grant date as per Applicable Laws on accounting;
 - For determination of Employee taxation: The average of opening price and closing price of the Share on the recognised Stock Exchanges which records the highest volume of trading in the share on the date of payment of Purchase Price by the Eligible Employee as per prevailing Applicable Laws on taxation.
- Explanation- If Shares are listed on more than one recognised Stock Exchanges, then the closing market price on such Stock Exchange having higher trading volume shall be considered for the purpose of sub-clauses above.
- (xv) **"Misconduct"** means disregard of the Company's bye-law, rules, regulations and the Company Policies/ Terms of Employment and includes mismanagement of position by action or inaction, alleged wrongdoing, misfeasance, or violation of any rule, regulation or law which was expected to be abided by the Employee.
- (xvi) **"Offer"** means the Employee Share Purchase Offer as defined in this Scheme.
- (xvii) **"Offer Date"** means the date of meeting of the Committee on which the Offer is approved.
- (xviii) **"Offer Letter"** means a written communication issued by the Committee to the Employee containing specific details of the Offer.
- (xix) **"Offer Period"** means such time period within which all or a part of the Shares offered under the Scheme should be accepted by the Eligible Employee with a view to participate in the Scheme.



- (xx) **"Payment Window"** means such time period within which the Eligible Employee should pay the Purchase Price along with applicable taxes as per the provisions of the Scheme.
- (xxi) **"Permanent Incapacity"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Eligible Employee from performing any specific job, work or task which the said Eligible Employee as capable of performing immediately before occurrence of such disability, as determined under the relevant policy of the Company based on a certificate of a medical expert identified by the Company.
- (xxii) **"Promoter"** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- (xxiii) **"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. Provided that where the Promoter or Promoter Group of the Company is a body corporate, the Promoters of that body corporate shall also be deemed to be Promoters of the Company.
- (xxiv) **"Purchase Price"** means the price per Share to be paid by the Eligible Employee for obtaining the Shares pursuant to the Employee Share Purchase Offer.
- (xxv) **"Purchase Date"** means the first day of the Payment Window which would commence on such date as determined by the Committee as per provisions of the Scheme. The relevance of Purchase Date is to crystalize the Purchase Price with reference to Market Price prevailing as on that date.
- (xxvi) **"Retirement"** means the retirement and deems to include superannuation/voluntary retirement as per the rules of the Company.
- (xxvii) **"SEBI SBEBSE Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and includes all circulars, notifications, and clarifications issued thereunder from time to time.
- (xxviii) **"Shares"** means fully paid-up equity shares of face value of Re. 1 (Rupee One) each of the Company.
- (xxix) **"Stock Exchange"** means BSE Limited and National Stock Exchange Limited or any other stock exchange in India on which the Shares are listed.
- (xxx) **"Subsidiary Company"** means any present or future subsidiary company of the Company, in or outside India, as defined in the Companies Act, 2013
- (xxxi) **"Withdrawal Period"** means any period of time as specified by the Committee within which the Employee can withdraw his/her acceptance of Offer. However, there shall not be any withdrawal of acceptance after payment of the Purchase Price.



2.2 Interpretation

2.2.1 In this Scheme, unless the contrary intention appears:

- (i) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (ii) a reference to a clause number is a reference to its sub-clauses;
- (iii) words in singular number include the plural and vice versa;
- (iv) words importing a gender include any other gender; and
- (v) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

2.2.2 Words and expressions used and not defined herein but defined in the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, 2013 (18 of 2013) and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation.

3. AUTHORITY AND CEILING

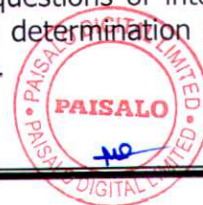
3.1 The Members of the Company vide Special Resolution dated September 23, 2024 have authorized the Committee to Offer Shares not exceeding 1% of the paid-up share capital of the Company as on June 30, 2024, representing equity shares not exceeding 89,80,439 (Eighty Nine Lakh Eighty Thousands Four hundred and Thirty Nine Only) having face value of INR 1 /- (Rupee One only) (or such other number adjusted for change in capital structure or corporate actions in terms of Paisalo Employee Stock Purchase Scheme 2024, as per applicable law), to the Eligible Employees from time to time, in one or more tranches, in accordance with the terms and conditions as may be decided under the Scheme and in due compliance with the Applicable Laws.

3.2 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares being issued under the Scheme as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

3.3 In case of any corporate action(s) such as sub-division, consolidation of shares, rights issues, bonus issues, reorganization of capital structure of the Company and others, if there is any change in the total number of paid-up equity shares, then the above ceiling of equity shares and the purchase price payable by the eligible employees shall be deemed to be increased or decreased in line with such change in total paid-up equity shares and/or face value thereof.

4. SUPERVISION

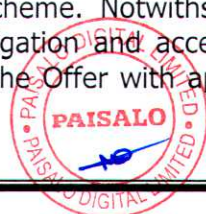
4.1 The Scheme shall be supervised by the Committee. All questions of interpretation of the Scheme shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Scheme.



- 4.2 The Committee shall meet as and when required for the purposes of Scheme.
- 4.3 The Committee shall, in accordance with this Scheme and Applicable Laws, determine the following:
- a. the quantum of Shares to be offered for issue under the Scheme per Eligible Employee and in aggregate under the said Scheme, subject to the ceiling as specified in Sub-clauses 3.1;
 - b. the Eligibility Criteria for the Employees to participate in the Scheme;
 - c. the procedure, terms and conditions in relation to issue of Employee Share Purchase Offer, application for issue of Shares by the Company to Eligible Employees, and other provisions including the Withdrawal Period (if any, provided at the discretion of the Committee), within the ambit of this Scheme, including re-scheduling of dates specified, if any, in the Offer Letter with a view to avoid any inconsistency or facilitate convenient execution of processes;
 - d. the procedure for making a fair and reasonable adjustment in the number of Shares in case of corporate action such as rights issues, bonus issues, merger, stock split / consolidation, sale of division and others in a manner such that total value of Shares shall remain the same after corporate action.
 - e. approve forms, writings and/or agreements for use in pursuance of the Scheme; and
 - f. frame suitable policies and systems to ensure that there is no violation of:
 - i. Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, and
 - ii. Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, by Company and its Employees as applicable.

5. ELIGIBILITY AND APPLICABILITY

- 5.1 All Employees of the Company and its subsidiary Company who are in service as on last day of the calendar year are eligible under the Scheme. Employees of Company who are deputed by the Company to any other company/ entity shall also be eligible subject satisfaction of aforesaid Eligible Criteria.
- 5.2 Employee who has filed or participated by executing or otherwise, directly or indirectly or through any other manner, any application, writ petition, plea or appeal in any court of law ("**Litigation**"), during any point of time, against the Government of India or Company, in connection with the proposed strategic disinvestment of the Company, such Employee shall not be eligible for the Offer under this Scheme. Notwithstanding above, in case such Employee withdraws from the aforesaid Litigation and accept the Offer within the Offer Period, such Employee shall be eligible for the Offer with applicable discount as specified



under the Scheme.

- 5.3 Employees of the Company who are deputed to any other company/ entity and the executive or whole-time Directors of the subsidiary company(ies) of the Company who are on lien with the Company shall also be eligible subject to the satisfaction of aforesaid Eligible Criteria.
- 5.4 The Committee shall determine the quantum of Shares to be offered to the Eligible Employees on the basis of their grade, designation and level in the Company and such other criteria as it may deem fit at the time of Offer.
- 5.5 The Scheme shall be applicable to the Company and any successor Company thereof under this Scheme.

6. OFFER

- 6.1 Offer contemplated under the Scheme shall be made at such time(s) as determined by the Committee at its discretion.
- 6.2 Each Offer under the Scheme shall be made in writing by the Company to the Eligible Employees by way of an Offer Letter containing specific details as to Offer Period, Purchase Price or Purchase Price Formula, Payment Window and other pertinent details.

7. ACCEPTANCE OF OFFER

- 7.1 The Committee shall determine the dates for commencement and closure of the Offer Period. The Offer Period shall be specified in the Offer Letter communicated to each Eligible Employees.
- 7.2 Any Employee intending to participate in the Scheme shall accept the Offer in one or more tranches, as determined by the Committee at its discretion, by delivering to the Company a duly signed acceptance of the Offer within the Offer Period.

8. PURCHASE OF SHARE

- 8.1 The Purchase Price per Share for Offers accepted within the Offer Period, shall be at a 18% (Eighteen Percent) discount to the Market Price prevailing as on the Offer Date or Purchase Date, whichever is lower.
- 8.2 Payment of the Purchase Price along with applicable taxes shall be made by a crossed cheque, demand draft, or by electronic mode through approved banking channels in favour of the Company, as may be communicated in the Offer Letter.
- 8.3 Purchase Date for the purpose of determination of Purchase Price shall be deemed to be the first day of the Payment Window and shall be specified in the Offer Letter. The Purchase Price determined with reference to Market Price as on Purchase Date shall be crystallized as on that date and shall be payable on any day during the Payment Window.
- 8.4 The Committee shall determine the Payment Window comprising of such time period as thought fit for the purpose of payment of the Purchase Price together with the applicable



taxes by the Eligible Employees. The specific Payment Window shall be mentioned in the Offer Letter.

8.5 Process of Purchase

8.5.1 Submission of acceptance of the Offer filled-in all respects within Offer Period shall be deemed as if application for purchase of Shares has been made pending payment of Purchase Price and applicable taxes. The application for purchase of Shares shall be deemed complete upon payment of Purchase Price along with applicable taxes for all or part of the Shares, in one or more tranches, from time to time but within the Payment Window.

8.5.2 An Eligible Employee may at his/ her discretion proceed to make payment of Purchase Price along with applicable taxes for all or a part of the Shares under Offer in one go, or may make the payments in tranches, from time to time to cover for all or part of the Shares but within the predefined Payment Window.

9. LAPSE OF OFFER

9.1 An Offer made under this Scheme shall lapse and deemed to have been cancelled in case:

- (i) Eligible Employee does not submit duly filled-in acceptance of Offer within the Offer Period;
- (ii) Eligible Employee after submission of duly filled-in acceptance of Offer does not make payment of Purchase Price along with applicable taxes within the Payment Window;
- (iii) Cessation of employment/ service in circumstances specified in Clause 12 of the Scheme; and
- (iv) Eligible Employee is disentitled under the circumstances as specified in Sub-clause 5.2 of this Scheme.

9.2 An Offer shall lapse for a part of the Shares under Offer when acceptance or payment is not received for that part of Shares.

9.3 On lapse and cancellation, the Eligible Employee shall have no right over such lapsed or cancelled Offer.

10. ISSUE OF SHARES

10.1 Upon receipt of duly filled-in acceptance of Offer followed by requisite payment from the Eligible Employee, the Company shall proceed to issue of Shares as per terms and conditions of the Scheme.

10.2 The Committee shall have the right to reject any acceptance of Offer containing application for issue of Shares if that does not conform to the requirements of the Offer.

10.3 In case, Shares cannot be issued to an Eligible Employee who was otherwise eligible to purchase Shares under the Scheme however owing to specific provisions of Sub-clause 5.2



or 12.1, he/she is disentitled from such right, any payment already made during Payment Window shall be refunded back without any interest, to such personnel within a maximum period of 90 days from the date of determination of such disentitlement

11. LOCK-IN PERIOD OF SHARES

- 11.1 The Shares issued by the Company to the Eligible Employees under the Scheme shall be subject to a minimum lock in of 18 months from date of allotment and a maximum lock in of 24 months from the date of issue. The maximum lock in period would be subject to the discretion of the Nomination and Remuneration Committee. The Shares shall be issued in dematerialized form and be locked-in at the time of issue. The Eligible Employees shall not be allowed to transfer, sell, hypothecate, create any charge or to alienate in any other form during the Lock-in Period.
- 11.2 In case of merger or amalgamation of the Company another company prior to completion of prescribed Lock-in Period, pursuant to which Eligible Employees are entitled to receive shares of the Company or of another company in lieu of Shares held under this Scheme, the Lock-in Period in respect of such newly entitled shares be reduced to the extent already undergone.
- 11.3 In the event of death or permanent incapacity of an employee, the requirement of lock-in shall not be applicable from the date of death or permanent incapacity.
- 11.4 After elapse of Lock-in Period specified above, the Shares shall be dealt with in accordance with Code of Conduct for Prevention of Insider Trading of the Company, read with Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as amended from time to time.

12. CESSATION OF EMPLOYMENT/SERVICE

- 12.1 Notwithstanding anything contained elsewhere in this Scheme, any Offer or exercisability thereof shall be dealt with in different circumstances of cessation of employment/ service of an Eligible Employee as under:

Sl. No.	Events of Cessation	Prior to acceptance of Offer	After acceptance of Offer but prior to issue of shares
1.	Resignation or termination (with or without Misconduct)	Offer shall lapse with effect from the date of such resignation or termination.	Offer and acceptance shall be deemed to lapse from the date of such resignation or termination. Payment received, if any, by the Company shall be refunded back to the concerned personnel as per Sub-clause 10.3 of the Scheme.
2.	Retirement	Offer shall lapse with effect from the date of such Retirement.	The Eligible Employee may proceed to complete the process of purchase by making payment within the Payment Window. In case such Eligible Employee has



			already paid the requisite payment, the Company shall proceed to issue Shares in due course.
3.	Death	Legal heir / nominee of the deceased Eligible Employee shall have a right to accept the Offer within (i) the Offer Period or (ii) 120 (One Hundred Twenty) days from date of death, whichever is later. In case of death during the Offer Period, the Purchase Price contemplated at Sub-clause 8.1 shall apply.	Legal heir / nominee of the deceased Eligible Employee shall have a right to make payment within (i) the Payment Window, or (ii) 120 (One Hundred Twenty) days from date of death, whichever is later. In case the deceased Eligible Employee has already paid the requisite payment, the Company shall proceed to issue Shares in due course to his/her legal heir/ nominee.
4.	Permanent Incapacity	The Eligible Employee shall have a right to accept the Offer within (i) the Offer Period or (ii) 120 (One Hundred Twenty) days from date of incurring such incapacity, whichever is later. In case of incurring of such incapacity during the Offer Period, the Purchase Price contemplated at Sub-clause 8.1 shall apply.	The Eligible Employee shall have a right to make payment within (i) the Payment Window, or (ii) 120 (One Hundred Twenty) days from date of incurring such incapacity, whichever is later. In case the Eligible Employee has already paid the requisite payment, the Company shall proceed to issue Shares in due course.
5.	Termination due to reasons apart from those mentioned above	The Committee shall decide whether to allow acceptance of Offer and such decision shall be final.	The Committee shall decide whether to allow for exercise the Offer by payment of requisite Purchase Price and applicable taxes and such decision shall be final.

12.2 In case of long leave of an Eligible Employee including sabbatical, the Committee shall have the power to determine the exercisability of Offer its sole discretion. Such decision of the Committee shall be final and binding.

12.3 Cessation of employment/ service of an Eligible Employee after issue of Shares by the Company to such Employees shall not have any impact on the Shares.

13. RESTRICTION ON TRANSFER OF OFFER



13.1 The Offer contemplated under this Scheme shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

13.2 No person, other than the Employee to whom the Offer is made, shall be entitled to apply for the issue of Shares, except in the event of the death of an Eligible Employee, in which case provisions in table under Sub-clause 12.1 would apply.

14. RIGHTS AS SHAREHOLDER

14.1 The Scheme shall confer on the Eligible Employees all the rights and status of a shareholder of the Company in respect of dividend, voting rights, etc. in respect of the Shares issued under the Scheme however subject to Lock-in Period and other restrictions imposed in this Scheme.

14.2 If the Company issues bonus shares or rights shares, the Eligible Employee will be eligible for the bonus or rights shares in the capacity of a shareholder of the Company even during the Lock-in Period.

15. TAXATION

15.1 The liability of paying taxes, if any, in respect of Shares issued pursuant to this Scheme shall be entirely on the Eligible Employee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder.

15.2 The Company shall have the right to deduct from the Employee's salary or recover from the Eligible Employee, any of the Eligible Employee's tax obligations arising in connection with the issue of the Shares. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement or any time thereafter.

15.3 The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied in full by the Eligible Employee.

15.4 For the purpose of determining the tax liability as per provisions of the Income Tax Act, 1961, the Market Price as on date of payment of Purchase Price by an Eligible Employee shall be relevant.

16. AUTHORITY TO VARY TERMS

16.1 Subject to prior approval of the members of the Company by way of a special resolution and compliance with other relevant provisions of the Applicable Laws, the Committee may at any time amend, alter, or vary the terms of the Scheme and/ or terms of the Offer already made under the Scheme, provided that such amendment, alteration, or variation, as the case may be, is not detrimental to the interest of Eligible Employees.

17. MISCELLANEOUS

17.1 **Nomination:** The Eligible Employee at the time of submission of application shall nominate such number of persons as his nominees as prescribed under the conditions of the Offer. The nominee(s) in case of death or Permanent Incapacity of the Eligible Employee, in order of preference, shall be the legal representative recognized by the Company/ Committee as



the successor of the Eligible Employee.

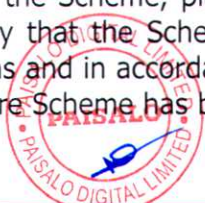
- 17.2 **Government Regulations:** This Scheme shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required. This Scheme shall be subject to all Applicable Laws including any statutory modification(s) and re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.
- 17.3 **Inability to obtain approval:** The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful offer and issue of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to offer the Shares or issue Shares.
- 17.4 Neither the existence of this Scheme nor the fact that an individual has on any occasion been issued a Share shall give such individual any right, entitlement or expectation that he/ she has or will in future have any such right, entitlement or expectation to participate in this Scheme or any future scheme(s) by being offered Shares on any other occasion.
- 17.5 The rights transferred to an Eligible Employee upon the Offer of Shares shall not accord the Eligible Employee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 17.6 The Eligible Employee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to apply to an Offer of Shares in whole or in part.
- 17.7 **General Risks:** Participation in the Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Eligible Employee alone.

18. ACCOUNTING AND DISCLOSURES

The Company shall follow the laws/regulations applicable to accounting and disclosure as per the Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 (18 of 2013) including any 'Guidance Note on Accounting for employee share-based Payments' issued in that regard from time to time and IND AS 102 on accounting for employee share-based payments and/ or any relevant accounting standards as may be prescribed by the Institute of Chartered Accountants of India ("ICAI") or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.

19. CERTIFICATE FROM AUDITORS

- 19.1 The Board shall at annual general meeting, which is to be conducted immediately after the issue of Shares to Eligible Employees under the Scheme, place before the shareholders a certificate from the auditors of the Company that the Scheme has been implemented in accordance with the SEBI SBEBSE Regulations and in accordance with the resolution of the Company passed in the general meeting where Scheme has been approved.



20. GOVERNING LAWS

- 20.1 The terms and conditions of the Scheme shall be governed by and construed in accordance with the Applicable Laws, specifically laws of India, including the Foreign Exchange Laws mentioned below.
- 20.2 **Foreign Exchange Laws:** In case any Shares are issued to any Employee being resident outside India belonging to the Company, working outside India, 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 from time to time in connection with issue of Shares thereof.

21. NOTICES

- 21.1 All notices of communication required to be given by the Company to an Eligible Employee by virtue of this Scheme shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:
- (i) sending communication(s) to the last known address of the Eligible Employee available in the records of the Company; or
 - (ii) delivering the communication(s) to the Eligible Employee in person with acknowledgement of receipt thereof; or
 - (iii) emailing the communication(s) to the Eligible Employee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Employee after cessation of employment.
- 21.2 Any communication to be given by an Eligible Employee to the Company in respect of Scheme shall be sent to the person at the address mentioned below:

Contact Person : Group Head-HR (As decided by the Committee)
Address : As decided by the Committee
Email : As decided by the Committee

22. JURISDICTION

- 22.1 The Courts in Agra, Uttar Pradesh, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of the Scheme.
- 22.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this Scheme:
- (i) in any other court of competent jurisdiction; or



(ii) concurrently in more than one jurisdiction.

23. SEVERABILITY

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

24. CONFIDENTIALITY

24.1 An Eligible Employee must keep the details of the Scheme and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case an Eligible Employee is found in breach of this Confidentiality Clause, the Company has undisputed right to terminate any Offer of issue to the extent allowed under the Applicable Laws. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by Employee. In case of non-adherence to the provisions of this clause, the Committee will have the authority to deal with such cases as it may deem fit.

24.2 On acceptance of the issue of Share offered by the Company, it shall be deemed that as if the Eligible Employee has authorized the Company to disclose information relating to the Eligible Employee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

