

EMPLOYEE STOCK OPTION SCHEME - 2025

EPL LIMITED

EPL LIMITED

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1. INTRODUCTION

- 1.1 EPL Limited (the “**Company**”) is adopting and giving effect to this Employee Stock Option Scheme 2025 (the “**Plan**” or “**Scheme**” or “**ESOS 2025**”) for incentivising, inducing, rewarding and motivating the Employees (*as defined below*) to contribute effectively towards the future growth and profitability of the Company, align the Employees towards a common objective of creating value for the Company as well as to induce the Employees to remain in the service of the Company.
- 1.2 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, Trust (*as defined below*) 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 requires to 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.
- 1.3 This Plan will come into effect on and from the date it is approved by the Shareholders of the Company (“**Effective Date**”).
- 1.4 The maximum number of Options (*as defined below*) to be Granted (*as defined below*) under this Plan shall not, upon Exercise (*as defined below*), exceed 8,005,037 (Eight Million Five Thousand and Thirty-Seven) Shares (or such other adjusted figure for any re-organisation of capital structure undertaken in accordance with this Plan) (“**ESOP Ceiling**”).
- 1.5 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. This Plan shall not form part of any contract of employment between the Company and any Employee.
- 1.6 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 (b) all the Shares which are operating under the Options which have Vested (*as defined below*) and been Exercised (including the forfeited Options which have been reused for Grant) have been transferred by the Trust and the Trust does not hold any Shares. The Plan, if required, may be closed by the 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 are delisted from all Recognized Stock Exchanges, then the Nomination and Remuneration Committee (*as defined below*) will formulate the manner in which this Plan should be applied going forward and shall make appropriate recommendations in this regard to the Board for consideration.

2. DEFINITIONS

2.1 Definitions

In this Plan:

“**Act**” means the Companies Act, 2013 and includes any statutory modifications, amendments or re-enactments thereof, and the rules issued thereunder;

“Administering Agency” means any business consulting or management consulting or similar agency (including trusts) appointed by the Board or the Nomination and Remuneration Committee for assisting the Nomination and Remuneration Committee and/or the Trust in administering this Plan;

“Applicable Law” means and includes every law, rule, regulation or bye-law relating to Options, including, without limitation, the Act, the Companies (Share Capital and Debenture) Rules, 2014, the Securities and Exchange Board of India Act, 1992, SEBI Regulations (*as defined below*), SEBI LODR Regulations (*as defined below*), SEBI ICDR Regulations (*as defined below*), 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 Recognized Stock Exchange on which the Shares are Listed or quoted and includes, any amendment, modification, alteration or re-enactment made to such laws, rules, regulations or bye-laws, each as amended, modified, re-enacted from time to time;

“Articles of Association” means the articles of association of the Company, as amended from time to time;

“Board of Directors” or **“Board”** means the board of directors of the Company, as reconstituted from time to time;

“Cause” means: (a) illegal or unlawful acts of an Employee, including, theft and fraud or dishonesty in relation to the Company and/or its subsidiaries; (b) the Employee committing an offence involving moral turpitude or unethical business conduct; (c) the Employee committing any breach of his obligations under the employment agreement or any other agreement with the Company or any of the applicable policies of the Company and/or its subsidiaries (including the sexual harassment policy in force from time to time) which, if remediable, is not remedied within thirty (30) 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; (d) the Employee committing misconduct outside work which in the reasonable opinion of the Board, the Employee’s continued employment will bring or is likely to bring the Company into disrepute or materially prejudice the interests of the Company and/or its subsidiaries; (e) the Employee misrepresenting details relating to educational qualifications, prior work experience, or misrepresentation in relation to any criminal proceedings which to the best of his knowledge have been initiated / pending against him, as on the date of agreeing to the terms of employment; (f) wilful misconduct or gross negligence by the Employee, which is detrimental to the business or reputation of the Company; (g) the Employee breaching any confidentiality and protection of intellectual property rights or non-compete or non-solicitation terms agreed with the Company and/or its subsidiaries, as relevant; or (h) any other act which would permit summary dismissal under applicable law or employment terms;

“Company” means EPL Limited, a company incorporated under the Companies Act 1956 having its registered office at P.O. Vasind, Taluka Shahapur, Thane, Maharashtra – 421604, India;

“Corporate Action” means and includes actions as provided under the SEBI Regulations such as:

- (a) Any bonus issue of Shares by the Company; or
- (b) Any rights issue, buy-back, split; or
- (c) Any merger or consolidation or other reorganization or reclassification.

“Date of Grant” means the date on which the Nomination and Remuneration Committee (or, with respect to Employees who are non-executive Directors, the Board) decides to make a Grant to identified Employees under the Plan, and such date shall be specified in the Grant Letter issued to such Employee;

“Directors” means the directors appointed to the Board from time to time in accordance with applicable law, and the term **“Director”** shall be construed accordingly;

“Effective Date” has the meaning ascribed to it under Clause 1.3;

“Employees” means such persons who are identified by the Nomination and Remuneration Committee (or, with respect to Employees who are non-executive Directors, the Board) as being beneficiaries of the Plan, and shall at all times include employees who are:

- (a) permanent employees, who are exclusively working in India or outside India, of the Company; or
- (b) a director of the Company, whether whole time or not, including a non-executive director who is not a Promoter or member of the Promoter Group, but excluding Independent Directors; or
- (c) an employee as defined in (a) or (b) above of a subsidiary of the Company; but shall exclude:
 - (i) an employee who is a Promoter or belongs to the Promoter Group; and
 - (ii) a director who either by himself or through his relatives or through any body corporate, directly or indirectly, holds more than ten per cent (10%) of the outstanding Shares;

“ESOP Ceiling” has the meaning given to it in Clause 1.4 (*Introduction*);

“ESOP Grantee” means an Employee to whom Options have been Granted pursuant to the Plan;

“ESOP Shares” means the equity shares of the Company to be issued upon the exercise of the Options Granted under the Plan, and **“ESOP Share”** shall be construed accordingly;

“Exercise” means the making of an application pursuant to the delivery of an Exercise Notice by an Employee to the Trust or the Company (as applicable) for the issue of Shares against the Vested Options pursuant to the Plan accompanied by the Exercise Consideration, and the terms **“Exercised”**, and **“Exercising”** shall be construed accordingly;

“Exercise Consideration” means the amount being paid by an Employee to the Trust or 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;

“Exercise Notice” means the written notice issued by an ESOP Grantee to the Trustee or the Company (in such form as prescribed by the Nomination and Remuneration Committee from time to time) for Exercising such number of Vested Options as such Employee may deem fit, but subject to the provisions of Clause 7 (*Exercise*), and which shall mandatorily contain the following: (a) the number of Vested Options being Exercised; (b) the demat account details of

the Employee, including the DPID and the Client ID; (c) the Exercise Consideration; and (d) the amount of tax being tendered pursuant to Clause 14.1 (*Tax Liability*), as applicable;

“Exercise Period” means the time period which is sixty (60) months from the date of Vesting in accordance with the Vesting Schedule, within which the Employee may exercise the right to apply for Shares against the Vested Options;

“Exercise Price” means the Market Price subject to a discount of up to twenty per cent (20%) as may be determined by the Nomination and Remuneration Committee at the time of Grant, being 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 Grant Letter;

“Grant” means the issue of the Options to an eligible Employee under the Plan, and **“Granted”** shall be construed accordingly;

“Grant Letter” means the letter of grant in such form as may be determined by the Nomination and Remuneration Committee (or, with respect to Employees who are non-executive Directors, the Board) from time to time and shall, mandatorily, contain the following details: (a) name of the Employee; (b) number of Options being Granted; (c) the Date of Grant; (d) the Vesting Schedule with the respective Vesting Dates; (e) the Exercise Period; and (f) the Exercise Price of the each Option;

“Independent Director” means an independent director of the Company as defined under the Act and under the SEBI LODR Regulations, as applicable;

“Letter of Acceptance” means the letter of acceptance in such form as may be determined by the Nomination and Remuneration Committee;

“Market Price” means the average of the closing price of the Shares as at the end of trading days for a period of three (3) months immediately preceding the Date of Grant, as traded on the Recognized Stock Exchange where maximum volume of trading in the Shares is recorded on the trading day immediately preceding the Date of Grant;

“Memorandum of Association” means the memorandum of association of the Company, as amended from time to time;

“Nomination and Remuneration Committee” or **“NRC”** means the nomination and remuneration committee constituted by the Board of Directors from time to time, and designated by the Board to take all necessary actions in accordance with Applicable Law and the terms set out under this Plan, which shall be construed to be ‘Compensation Committee’ for the purposes as defined under the SEBI Regulations (*as defined below*);

“Nominee” or **“Nominees”** means any of the parents, spouse, any child, brother or sister of the Employee or any other person nominated by the Employee under the Plan who will be eligible to exercise the Options Granted to an Employee upon the death of such Employee;

“Options” means the right (subject to fulfilment of conditions stipulated hereunder), but not an obligation, Granted to the Employees (*as defined above*) in the form of a stock option in pursuance to this Plan, to receive Shares offered by the Company at the Exercise Price;

“Plan” or **“Scheme”** or **“ESOS 2025”** means this Employee Stock Option Scheme - 2025 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;

“Promoter” means promoter as defined under the SEBI ICDR Regulations;

“Promoter Group” means promoter group as defined under the SEBI ICDR Regulations;

“Recognized Stock Exchange” means a stock exchange which has been granted recognition under Section 4 of the Securities Contract (Regulation) Act, 1956;

“SEBI ICDR Regulations” means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time;

“SEBI Regulations” means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended, re-enacted or replaced from time to time and the guidelines issued thereunder;

“SEBI LODR Regulations” means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, re-enacted or replaced from time to time and the guidelines issued thereunder;

“Share” means an equity share of the Company and such other security of the Company which is convertible into an equity share of the Company, and **“Shares”** shall be construed accordingly;

“Shareholder” means the registered holder of a Share from time to time;

“Trust” means an Employee welfare and benefit trust, which shall be established by the Company, under the Indian Trust Act, 1882, including any statutory modification or re-enactment thereof, for the benefit of the Employees of the Company, which may from time to time administer this Plan and hold cash, purchase, hold or transfer Shares or other securities of the Company, for the purpose of giving effect to the provisions of this Plan;

“Trustee” means the trustees appointed by the Board of Directors to administer the Trust from time to time;

“Vested Option” means an Option which has Vested in accordance with the Vesting Schedule;

“Vesting” means, with respect to a relevant Option, the event occurring immediately upon the expiry of the relevant periods under the Vesting Schedule, from which point of time the Employee becomes entitled to receive the benefit of a Grant and apply for a Share against such Option Granted pursuant to the Plan, and the terms **“Vest”** and **“Vested”** shall be construed accordingly;

“Vesting Date” means the date on which an Option Vests with the Employee upon satisfaction of the Vesting criteria as per the terms of the Plan and the Grant Letter; and

“Vesting Schedule” means the period over which the Options Granted to an eligible Employee shall Vest as determined by the Nomination and Remuneration Committee and specified in the Grant Letter.

All other terms in this Plan, unless defined herein, shall have the same meaning as given to them under the Act, the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the SEBI Regulations, the SEBI ICDR Regulations, or the SEBI LODR Regulations or any statutory modification or re-enactment thereof, as the case may be.

2.2 Interpretation

In this 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**”, “**holding company**” 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.

3. NOMINATION AND REMUNERATION COMMITTEE

- 3.1 The Nomination and Remuneration Committee shall consist of such number of persons as may be determined by the Board from time to time, provided that: (a) the members shall be appointed from amongst the Directors; and (b) the constitution of the Nomination and Remuneration Committee shall be in accordance with Applicable Law.
- 3.2 Subject to Applicable Law, the Board shall, at its sole discretion, have the power to appoint any Director as a member of the Nomination and Remuneration Committee and to remove or replace any such Director so appointed. Any such appointment and/or removal shall be made pursuant to a resolution of the Board.
- 3.3 The Nomination and Remuneration Committee shall be entitled to invite any person(s) 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(s) shall have any right or authority to vote in such meetings.
- 3.4 The Nomination and Remuneration Committee, 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.

- 3.5 The Nomination and Remuneration Committee shall be entitled to meet (either physically or by way of any audio-visual or telephonic means or by way of passing resolutions by circulation or giving consent on written resolution, each in accordance with Applicable Law) 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, the Nomination and Remuneration Committee shall be entitled to formulate the detailed terms and conditions of the Plan from time to time in relation to the following:
- (a) 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;
 - (b) subject to Clause 4.1 of this Plan, 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;
 - (c) identify Employees of the Company who are eligible to participate under the Plan;
 - (d) determine the number of additional Options to be Granted to eligible Employees from time to time;
 - (e) determine whether an Employee has been terminated for Cause;
 - (f) grant an extension of time for the exercise of the Options upon a specific request made by the concerned ESOP Grantee;
 - (g) determine the right of an ESOP Grantee to Exercise all the Vested Options at one time or various points in time when the Options have become capable of being Exercised;
 - (h) determine, amend and notify the Exercise Period within which the ESOP Grantee can Exercise the Options and when the Options would lapse on failure to Exercise the same within the Exercise Period;
 - (i) formulate the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of Corporate Actions, sale of division and other corporate actions affecting the equity share capital of the Company, in accordance with Applicable Law;
 - (j) formulate a policy for Grant, Vesting and Exercise of Options in case of ESOP Grantees who are on long leave;
 - (k) the procedure for funding the Exercise of Options by the ESOP Grantees;
 - (l) the re-allocation of unexercised, surrendered, expired and/or forfeited Options;
 - (m) determine the method for contentment of any tax obligation arising in connection with the Options or Shares issued pursuant to the Plan;

- (n) delegate all or any of its administrative powers to one or more officers of the Company and/or to one or more sub-committees;
 - (o) formulate a policy of dealing with the unappropriated inventory of Shares being held by the Trust, if any;
 - (p) the procedures for buy-back of specified securities (as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018) issued to the Employees under this Plan if to be undertaken by the Company at any time, and the applicable terms and conditions that shall be in accordance with Applicable Law, including but not limited to:
 - (i) the permissible sources of financing for buy-back;
 - (ii) any minimum financial thresholds to be maintained by the Company as per its financial statements; and
 - (iii) limits upon quantum of specified securities (as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018) that the Company may buy-back in a financial year;
 - (q) take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Plan or its administration or interpretation thereof;
 - (r) decide all other matters that must be determined in connection with a Grant, including in relation to the Vesting and Exercise conditions and periods, to consider necessary flexibilities in exceptional cases, as compared to the standard terms approved in relation to the other Employees who have been Granted Options under the Plan;
 - (s) construe and interpret the terms of the Plan, and the Options Granted pursuant to the Plan;
 - (t) frame suitable policies, procedures and systems, if required, to ensure that there are no violations of: (1) the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015; and (2) the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations 2003, by any Employee and by the Trust, as applicable; and
 - (u) perform such other functions and duties as may be required under the Applicable Laws.
- 3.6 In case of any dispute relating to the interpretation of the terms and conditions of the Plan, the decision of the Nomination and Remuneration Committee will be final and binding on the Employees.
- 3.7 Subject to Clause 3.8 below, this Plan shall be administered by the Nomination and Remuneration Committee and shall be implemented through the Trust, and the Nomination and Remuneration Committee shall accordingly delegate the administration of this Plan and its rights and obligations to the Trust as may be required in relation to administration of this Plan. The Company and/or the Nomination and Remuneration Committee may also appoint an Administering Agency for assisting the Nomination and Remuneration Committee and/or the Trust in the administration of the Plan in such manner as determined by the Nomination and Remuneration Committee.

3.8 Notwithstanding anything contained under this Plan (including under Clause 3.7 above), the Company shall have the flexibility, from time to time, to implement this Plan directly by way of an issuance of Shares to any or all of the relevant Employees, as the case may be, instead of implementing this Plan through the Trust.

3.9 No member of the Nomination and Remuneration Committee shall be personally liable for any decision or action taken in good faith with respect to administration of the Plan.

4. ELIGIBILITY

4.1 Only Employees are eligible for being Granted Options under the Plan (or such other persons as the Nomination and Remuneration Committee may deem fit, subject to compliance with Applicable Law). The eligibility of an Employee to participate in this Plan is subject to such criteria as may be decided by the Nomination and Remuneration Committee at its own discretion, including but not limited to performance, merit, conduct, criticality of the role, length of service, or any other criteria as the Nomination and Remuneration Committee may determine.

4.2 Based on the eligibility criteria as described in Clause 4.1 of this Plan, the Nomination and Remuneration Committee will decide the Employees eligible for Grant of Options under this Plan and accordingly, the Company acting through the Nomination and Remuneration Committee would Grant the Options to the Eligible Employees.

5. GRANT AND ACCEPTANCE

5.1 The Nomination and Remuneration Committee shall, from time to time, have the power to make a Grant to Employees other than non-executive Directors by determining the following parameters: (a) identifying the Employees (other than non-executive Directors) who should be Granted the Options in accordance with Clause 4.1; (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 Board may, from time to time, set limits on the maximum number of Options within the ESOP Ceiling which may be Granted by the Nomination and Remuneration Committee at any particular time period, and the Nomination and Remuneration Committee shall not Grant any Options in breach of such limits set by the Board.

5.2 The Board shall, from time to time, have the power to make a Grant to Employees who are non-executive Directors by determining the following parameters: (a) identifying the Employees (being non-executive Directors) who should be Granted the Options in accordance with the provisions of this 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, which parameters shall be communicated to the Nomination and Remuneration Committee by the Board and the Board shall proceed to Grant such Options in the manner determined by the Board in accordance with the terms of this Plan.

5.3 Where the Plan is implemented through the Trust, (a) the Nomination and Remuneration Committee shall issue a written intimation to the Trustee setting out the following details of the Grant: (i) the particulars of such identified Employee(s); (ii) the number of Options to be Granted; (iii) the Date of Grant; (iv) the Exercise Price at which such Options, upon Vesting, may be Exercised; and (v) any additional terms and conditions which shall be applicable to such Grant and the related Vesting and Exercise, and (b) the Trust, through the Trustee, shall have the powers to implement the Grant by issuing the Options under the Plan to the Employees identified by the Nomination and Remuneration Committee (and on the terms set out by the

Nomination and Remuneration Committee in the written intimations issued under this Clause 5.3) from time to time during the subsistence of this Plan. The Trust shall issue such Options (a) only after making adequate disclosures as may be required under the SEBI Regulations to the proposed Employees, (b) after issuing a Grant Letter and (c) the Company obtains the in-principle approval of the Recognized Stock Exchange(s) where the Company proposes to list the said Shares. The terms mentioned in the Grant Letter and relevant communication shall be binding on an ESOP Grantee.

- 5.4 Where the Plan is implemented directly by the Nomination and Remuneration Committee, the Company shall issue the Options (a) only after making adequate disclosures to the proposed Employees as may be required under the SEBI Regulations, (b) after issuing a Grant Letter, and (c) obtaining the in-principle approval of the Recognized Stock Exchange(s) where the Company proposes to list the said Shares.
- 5.5 Subject to the conditions stipulates herein, each Option issued to an eligible Employee would be eligible for allotment into one (1) Share upon payment of the Exercise Consideration.
- 5.6 During any one year, no Employee shall be granted Options equal to or exceeding one percent (1%) of the issued share capital excluding outstanding warrants and conversions (as understood under the SEBI Regulations) of the Company at the time of Grant of Options unless a separate approval from the Shareholders is taken by way of special resolution in a general meeting.
- 5.7 Subject to the ESOP Ceiling, the Options may be granted in one or more tranches.
- 5.8 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 (and/or its subsidiaries, as relevant).
- 5.9 The eligible Employees who have been Granted an Option under this Plan will be required to submit a signed copy of the Letter of Acceptance or convey acknowledgement of acceptance of the terms and conditions of this Plan in such manner as may be specified in the Grant Letter, within the time period specified in the Grant Letter, or such extended time as the Nomination and Remuneration Committee may determine in its sole discretion.
- 5.10 The Company shall follow the fair value method for the valuation of the Options, or such other method as may be determined by the Nomination and Remuneration Committee in accordance with the accounting policies specified under the SEBI Regulations.
- 5.11 The Options Granted shall be locked-in for a period of one (1) year from the Date of Grant, after which the Options shall be eligible for Vesting in accordance with the Vesting Schedule.

6. VESTING

- 6.1 Subject to Clause 6, the Options Granted to an Employee shall be eligible to Vest (subject to satisfying the time-based conditions, if applicable to the relevant ESOP Grantee, as per the terms of the Grant Letter). However, the Options shall not Vest in less than one (1) year from the Date of Grant of an Option (except in case of death and Permanent Disability) and the Vesting Period may extend up to a maximum period of seven (7) years from the Date of Grant, if determined by the Nomination and Remuneration Committee, subject to Applicable Law and as stated in the Grant Letter.

- 6.2 The Vesting criteria will be such as are specified for each ESOP Grantee and conditions subject to which Vesting shall take place may be outlined in the Grant Letter, which includes time-based conditions as specified in the Grant Letter for Options to Vest.
- 6.3 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 subsidiary), either as a Director or an employee, as relevant, as on the Vesting Date.
- 6.4 In the event there is any ongoing investigation or proceeding against the ESOP Grantee in connection with or relating to a Cause, then no Options Granted to such ESOP 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 Board or the Nomination and Remuneration Committee in its sole discretion.
- 6.5 Notwithstanding any other Clause, the Nomination and Remuneration Committee may, in its sole and absolute discretion, for any ESOP Grantee or class of ESOP 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, provided that no Options shall Vest in less than one (1) year from the Date of Grant of an Option (except in case of death and Permanent Disability).

7. EXERCISE

- 7.1 Subject to the terms and conditions of Clause 6 and this Clause 7, as on a particular Vesting Date in accordance with the Vesting Schedule, and fulfilment of the relevant conditions to Vesting, the ESOP 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 8.1) and acquire the corresponding Shares from the Trust or the Company, as applicable.
- 7.2 An amount equivalent to the Exercise Consideration shall be payable by the Employees at the time of Exercise of the Vested Options, other than an Exercise of Options in accordance with Clause 7.9.
- 7.3 The ESOP Grantees may Exercise the Vested Options by sending one or more Exercise Notices to the Trustee or the Company at any time during the Exercise Period (subject to Clause 8.1) along with the payment of the Exercise Consideration, subject to compliance with the formalities prescribed under this Plan. Exercise of the Vested Options shall take place at the time and place designated by the Nomination and Remuneration Committee and by executing such documents as may be required under Applicable Law to pass a valid title of the relevant Shares to the ESOP Grantee, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.
- 7.4 Where the Plan is implemented through the Trust, upon receiving an Exercise Notice, the Trustee shall apply to the Nomination and Remuneration Committee to cause the Company to issue and allot an appropriate number of Shares to the Trust, such that the Trust is able to transfer the relevant number of Shares to the Employee(s) who issued the Exercise Notice against the Vested Options being Exercised, or is able to hold such Shares in trust for the benefit of such Employee (as may be agreed between the Trust and Employee). Upon receiving such an application from the Trustee, the Nomination and Remuneration Committee shall make all necessary and diligent enquiries with respect to such application and, upon being satisfied with the veracity of the Exercise Notices received by the Trustee, shall proceed to take such actions to cause the Company to issue the appropriate number of Shares arising out of the Exercise to the Trust and, for so long as the Shares are listed on a Recognized Stock Exchange, shall take (and shall cause the Company to take) such steps so as to make appropriate listing applications to the relevant Recognized Stock Exchanges in accordance with Clause 18 with respect to such

Shares being issued and allotted to the Trust. Upon the Shares being issued and allotted to the Trust, the Trustee shall either (a) promptly take all corporate actions so as to transfer the relevant number of Shares to the relevant ESOP Grantee against the Vested Options being Exercised by such Employee, or (b) continue to hold the relevant number of Shares for the benefit of the relevant Employee and act on the instructions of such Employee in respect of any dealings on those Shares, and in each case of (a) and (b) in the manner set out in the trust deed for the Trust, or otherwise agreed in writing between the Trustee and the Employee.

It is clarified that the Trust may, subject to Applicable Law, subscribe to Shares for the purposes of implementing this Plan, subject to the limits specified and the other provisions contained in the SEBI Regulations. The Company may provide interest free loan(s) to the Trust from time to time, on such terms as it may think fit, to enable the Trust to subscribe to the Shares, for the purpose of transfer of Shares to ESOP Grantee(s) on Exercise of their respective Vested Options.

- 7.5 Where the Plan is implemented directly, upon receiving an Exercise Notice, the Nomination and Remuneration Committee 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 Employee and, for so long as the Shares are listed on a Recognized Stock Exchange, shall take (and shall cause the Company to take) such steps so as to make appropriate listing applications to the relevant Recognized Stock Exchanges in accordance with Clause 18 with respect to such Shares being issued and allotted to the relevant Employee.
- 7.6 The Board (or its committee) shall consider the allotment of Shares to the Employee or to the Trust (as the case may be), at such time as may be relevant and applicable in accordance with Clause 7.4 and Clause 7.5 above. At the time of allotment or transfer of Shares pursuant to a valid Exercise, the ESOP Grantee will be required to sign such papers as may be considered necessary by the Nomination and Remuneration Committee to lawfully execute / enforce the provisions of this Plan. Only upon completion of such allotment or transfer of the Shares to an ESOP Grantee, will such ESOP Grantee become a Shareholder.
- 7.7 Options which have Vested and not been Exercised by the ESOP Grantees within the relevant Exercise Period shall lapse immediately upon the expiry of such Exercise Period.
- 7.8 Notwithstanding anything contained elsewhere in this Plan:
- (a) if the Exercise of the Vested Options within the Exercise Period is prevented by any Applicable Law or regulation in force or pursuant to an order of any jurisdictional court, the Nomination and Remuneration Committee may defer or not permit the Exercise of the Vested Options so long as it is prohibited by Applicable Law or regulation and, in such an event, the Company shall not be liable to pay any compensation or similar payment to the ESOP Grantee for any loss 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) the Nomination and Remuneration Committee shall have the power to cancel all or any of the Options which have been Granted under the Plan, if so required, under any Applicable Law for the time being in force or pursuant to an order of any jurisdictional court. In the event of any such cancellation, no compensation shall be payable to the ESOP Grantee for such cancelled Options.

- 7.9 The Nomination and Remuneration Committee may approve a cashless system of exercise for the Options Granted under this Plan. The cashless system of exercise will be through the Trust or through other means allowed under Applicable Law (including, without limitation, providing the Trust such funds by way of loans, as may be required to fund the Exercise Consideration, for the relevant Employee meet such Employee's tax obligations and other related expenses pursuant to such Employee Exercising their respective Vested Options), and shall be subject to the terms and conditions as set out by the Nomination and Remuneration Committee under this Plan.

8. DISCONTINUATION OF SERVICE

- 8.1 If, at any time, an Employee has ceased to be employed by the Company (or any of its subsidiaries) (such Employee, a **"Leaver"**), then:

- (a) in case the Leaver is categorised as a Good Leaver, 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 twelve (12) months from the Cessation Date failing which such Vested Options shall mandatorily lapse;
- (b) in the event of death of a Leaver in the course of employment of the Company and/or its subsidiaries or her/his Directorship, all the Options which have been Granted to such Employee under the Plan until the date of death shall vest in the legal heirs or Nominees of the deceased Leaver, provided that such Vested Options shall need to be Exercised at the same time or within twelve (12) months of Vesting, failing which such Vested Options shall mandatorily lapse;
- (c) in case the Leaver is categorised as a Permanent Disability Leaver, then all Options which have been Granted to such Leaver as on the date of Permanent Disablement shall Vest on the date of Permanent Disablement, provided that such Vested Options shall need to be Exercised at the same time or within twelve (12) months of Vesting, failing which such Vested Options shall mandatorily lapse;
- (d) in case the Leaver is categorised as a Mandated Leaver, then the Vesting of Options (that have not Vested as on the Cessation Date) shall be subject to the terms and conditions specified in the relevant Grant Letter;
- (e) 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.

- 8.2 For the purposes of this Clause 8:

"Bad Leaver" means an Employee who is a Leaver as a result of: (a) dismissal for Cause; or (b) being designated as a Bad Leaver as set out under the proviso of the definition of **"Good Leaver"**;

"Cessation Date" means the date on which an Employee either ceases to be an Employee or a Director and who does not begin or continue otherwise to provide services to the Company and/or any of its subsidiaries.

“Good Leaver” means an Employee who is a Leaver as a result of: (a) ill-health preventing continued employment, as determined by the Nomination and Remuneration Committee based on a certificate of one or more medical experts identified by the Nomination and Remuneration Committee; (b) redundancy; (c) dismissal, including constructive dismissal, other than for Cause; (d) voluntary resignation from the employment with the Company by the Employee unless such resignation qualifies the Employee to be designated as a Bad Leaver (provided that if there is an ongoing internal investigation or proceeding, directed by the Board against such Employee as on the Cessation Date in connection with or relating to an event of Cause, then such Employee shall not be a Good Leaver unless the Nomination and Remuneration Committee specifically designates such Employee as a Good Leaver); (e) if the Employee is a Director, the Employee ceasing to be a Director on account of disqualification or vacation of office pursuant to any provision of the Act; (f) termination by the Company as a result of underperformance by the Employee; (g) for any other reason, if the Nomination and Remuneration Committee so decides, provided that an Employee who is a Good Leaver at the Cessation Date may be characterised as a Bad Leaver if after the Cessation Date the Employee breaches the terms of any confidentiality or non-compete, non-solicit, non-disparagement provisions of his employment contract or any other agreement between him and the Company (or any of its subsidiaries) from time to time; and

“Permanent Disability” means disability of any nature suffered by an Employee in the course of his employment with the Company (or its subsidiaries, if applicable), or his Directorship, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Nomination and Remuneration Committee based on a certificate of one or more medical experts identified by the Nomination and Remuneration Committee, provided such permanent disability was not self-inflicted (including through substance or alcohol abuse);

“Permanent Disability Leaver” means an Employee who is a Leaver as a result of Permanent Disability; and

“Mandated Leaver” means an Employee who is a Leaver as a result of retirement or superannuation at the retirement age under terms of employment or retirement pursuant to a voluntary retirement scheme floated by the Company from time to time.

- 8.3 It is clarified that the date of the termination of employment of an ESOP 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 ESOP Grantee.

9. OTHER CONDITIONS

- 9.1 Options which have been Granted to an Employee shall not be transferable to any other person.
- 9.2 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 this Plan.
- 9.3 The Options granted to an Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any manner.

- 9.4 Each of the Trust and the Trustee shall (and the Trustee shall cause the Trust to) abide by the provisions of this Plan, the provisions of all policies formulated by the Nomination and Remuneration Committee pursuant to this Plan as well as all directions, notifications and communication from the Nomination and Remuneration Committee and/or the Board in relation to the provisions of this Plan and/or policies promulgated under this Plan, and the Trust shall not, in any manner whatsoever, deviate from the Plan, such policies, or any such directions, notifications and communication without the prior approval of the Nomination and Remuneration Committee and/or the Board.
- 9.5 The ESOP Grantees shall (in respect of the Options, any Shares held directly, any Shares held by the Trust on their behalf or otherwise) comply with the directions and/or instructions of the Nomination and Remuneration Committee or authorised representative of the Company, as may be prescribed (including in the event of any Corporate Action). Such directions and/or instructions may include but not be limited to, restrictions on sale of Shares, or compulsory sale of Shares to a particular entity or trust.

10. MISCELLANEOUS

- 10.1 With respect to a ESOP Grantee, for the Options which have not Vested or for the Options which have Vested but have not been Exercised by the ESOP Grantee, in case of any changes made to the equity share capital of the Company by reason of any Corporate Action or in any other manner, appropriate adjustments to the extent permissible under applicable law for the time being in force may be made either to the number or the Exercise Price of Options granted, to reflect such change without in any way affecting the rights of the relevant ESOP Grantees or diluting or enlarging the benefits of the Plan. It is clarified that such ESOP Grantees shall not have a right to participate in any further issuance of Shares including pursuant to rights issue or a preferential issuance.
- 10.2 In the event of a re-organisation of the Company either by Corporate Action or otherwise, the rights of the ESOP Grantees shall be altered in the same way as the other Shareholders of the Company. In case of absence of any such corresponding employee benefit scheme (comparable to this Plan) in the resulting company, the amalgamating companies shall have the right to give effect to this Plan under the merger process for the benefit of the ESOP Grantees.
- 10.3 In the event that an Employee who has been granted Options under this Plan, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the Vesting or Exercise, the treatment of Options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the eligible Employee.
- 10.4 Neither an ESOP 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 or the Trust (as the case may be), allots or transfers (as the case may be) Shares in the name of the ESOP Grantee.
- 10.5 For so long as this Plan is in operation, the Employee (including any Employee who is not a resident of India) shall not utilise or disclose any unpublished information or indulge in insider trading and shall be solely responsible for ensuring full compliance with all Applicable laws, including the SEBI Regulations, the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the SEBI ICDR Regulations, the SEBI LODR Regulations, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Foreign Exchange Management Act, 1999 or the Act (including amendments, reenacts of the laws and regulations mentioned hereinabove). The Company shall be entitled to require the Employee (including any Employee who is not a resident of India) to comply with such requirements of Applicable Laws, as may be necessary in the opinion of the Company.

- 10.6 The ESOP 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 relation 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.
- 10.7 The Shares allotted upon Exercise of the Options or received *in lieu* of the Options shall rank *pari passu* with the then existing Shares and shall be subject to the Memorandum of Association and Articles of Association of the Company.
- 10.8 The Employees who receive Shares by virtue of Exercise of the Options issued under this Plan (either directly or through the Trust) 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.
- 10.9 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.
- 10.10 Depending upon the administration or implementation of the Scheme by the Nomination and Remuneration Committee, either directly or through the Trust, all provisions of the Scheme which conflict or otherwise inconsistent with the option adopted by the Nomination and Remuneration Committee (i.e. directly or through Trust) will be read in a manner which gives full force and effect to implementation of the Scheme through such option.

11. APPOINTMENT OF NOMINEE

- 11.1 The ESOP 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 this Plan. The ESOP 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 law, barring minor traffic offences (not involving a custodial sentence).
- 11.2 In the event of death of the ESOP Grantee, the Nominee specified as aforesaid shall alone be entitled to exercise the rights of the ESOP Grantee concerned and the Company shall not be liable in relation to any rights and obligations amongst the legal heirs *inter se* the ESOP Grantee is concerned.
- 11.3 Where the ESOP Grantee has not made the nomination as above, then the person appointed as Nominee by the ESOP Grantee under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 shall be deemed to be the nominee for the purposes of this Plan.
- 11.4 If the ESOP Grantee fails to make a nomination as mentioned in Clauses 11.1 to 11.3 above, the Options shall vest on legal heirs in the event of her/his death.

12. GOVERNMENT REGULATIONS

This Plan shall be subject to all Applicable Laws, rules, regulations, notifications and approvals from any governmental agencies as may be required under Applicable Law. The Grant of Options under this Plan shall entitle the Company to require the Employees to comply with such requirements.

13. GENERAL RISKS

- 13.1 Participation in this Plan shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the market price of the equity and the risks associated with the investment are that of the ESOP Grantee alone.

14. TAX LIABILITY

- 14.1 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 ESOP Grantee, such liability shall be that of such ESOP Grantee alone and shall be borne and paid by the ESOP Grantee at the time of Exercise of Options or within such time as may be prescribed under Applicable Law. The ESOP 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 ESOP Grantee shall indemnify the Company, Trust 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 ESOP Grantee or sale on the open market or otherwise, in such form as may be prescribed by the Nomination and Remuneration Committee. The Company shall have the power to collect or recover such taxes from the ESOP Grantee. Failure by the ESOP Grantee to remit said amount to the Company shall, at the discretion of the Nomination and Remuneration Committee, result in the lapse and cancellation of all the unvested Options and there shall be no further obligation of the Company or the Nomination and Remuneration Committee towards the ESOP 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 Applicable Law.
- 14.2 All the tax liabilities arising on disposal or transfer of Shares by the ESOP Grantees after Exercise of Options shall be borne by the ESOP Grantee directly.
- 14.3 If the Company (or any of its subsidiaries) 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 ESOP Grantee or to sell or procure the sale of such number of Shares (being otherwise transferred to the ESOP 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.

15. ALTERATION OF THE PLAN

- 15.1 The Nomination and Remuneration Committee may, pursuant to an approval of the Shareholders of the Company by special resolution passed at a general meeting, 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 ESOP Grantee, unless such variation, alteration, addition or amendment is required to comply with Applicable Laws.

- 15.2 Notwithstanding the above and without amending the Plan, the Company may grant Options to Employees who are foreign nationals/residents on such terms and conditions as the Nomination and Remuneration Committee may consider necessary or desirable to promote achievement of the purposes of the Plan and, in furtherance of such purposes the Nomination and Remuneration Committee 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 or its subsidiaries operate or have Employees.

16. SUBSEQUENT PLANS

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

17. SEVERABILITY

- 17.1 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.
- 17.2 In the event that any term, condition or provision of this Plan being held to be a violation of any Applicable Law, statute or regulation, 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.

18. LISTING OF SHARES

- 18.1 In the event Shares are to be issued and allotted under the Plan, such Shares shall be listed immediately on all Recognized Stock Exchanges where the securities of the Company are listed in compliance with Applicable Law.
- 18.2 The Company shall comply with all other requirements prescribed by the Recognized Stock Exchanges for Exercise of the Options by the ESOP Grantees and implementation of this Plan.

19. ARBITRATION

- 19.1 All disputes arising out of or in connection with the Plan or the Grant shall be referred to for arbitration to a single arbitrator to be appointed by the Nomination and Remuneration Committee. The arbitration proceedings shall be in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The place of Arbitration shall be Mumbai, India.

20. APPLICABILITY OF THE SEBI REGULATIONS

- 20.1 All amendments made from time to time to the SEBI Regulations, insofar as they apply to this Plan, shall automatically form a part of this Plan. The Board is authorised to give effect to such amendments in the text of this Plan.

21. RE-PRICING

- 21.1 The Nomination and Remuneration Committee is authorised, as set out under the SEBI Regulations, 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 in the market.
- 21.2 Such re-pricing shall be applicable to all outstanding Options which are Granted on specific Date of Grant.
- 21.3 Such re-pricing shall not be detrimental to the interests of the Employees.

22. CONTRACT OF EMPLOYMENT

- 22.1 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.
 - 22.2 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.
 - 22.3 This Plan is purely at the discretion of the Company (represented by the Board and the Nomination and Remuneration Committee). There will be no obligation of the Company towards Employees in relation to this Plan upon its expiry, termination or modification.
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