



e2E RAIL EMPLOYEE STOCK OPTION PLAN 2024

E TO E TRANSPORTATION INFRASTRUCTURE LIMITED

(Formerly E To E Transportation Infrastructure Private Limited)

CIN: L45201KA2010PLC052810

Registered Office: 10th Floor, Sattva Galleria, Survey, Nos. 19/2 and 20/1, Bellary Road,

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1. NAME OF THIS PLAN

This stock option plan shall be termed the e2E Rail Employee Stock Option Plan 2024 (“**Plan**” or “**ESOP Plan-2024**”). This Plan has been formulated by the E To E Transportation Infrastructure Private Limited a company incorporated under the Companies Act, 2013 and having its registered office at 10th Floor, Sattva Galleria, Survey Nos. 19/2 and 20/1, Bellary Road, Byatarayanapura, Bangalore North, Karnataka - 560092, India. (the “**Company**”) and has received Shareholders (as defined below) approval by way of a special resolution passed on 23rd August 2024.

The approval of shareholders by way of separate resolution passed on 23rd August 2024 has been obtained by the Company in order to Grant Options to Employees (as defined below).

2. PURPOSE

The Company has structured this Plan for Employees, whose present and potential contributions are important to the success of the [Group (as defined below)], by offering them an opportunity to participate in the Company’s future and also acquire a proprietary interest in the Company by award of Options.

Key objectives of this Plan are as under:

- a) Create sense of ownership amongst Employees through equity-based compensation and provide them an opportunity to partner in the success of business
- b) Promote long-term financial interest of the Company
- c) Attract premium talent to join the Company
- d) Retention of key talent within the Company
- e) Recognizing contributions of the Employees who are crucial for the success of the Company in the long run.
- f) Provide an opportunity for wealth sharing with Employees

These objectives/ purposes are sought to be achieved through the Grant of Options to Eligible Employees (as defined below) under this Plan.

3. APPLICABILITY, TERM AND CONDITIONALITY

- 3.1. This ESOP Plan-2024 applies only to Eligible Employees (as defined below) and as selected by the Administrator (as defined below) as the case may be, from time to time.
- 3.2. (“**Administrator**”) refers to the Board, individual or Committee responsible for managing and overseeing the implementation and administration of the ESOP Plan-2024 (either through a Trust or not).
- 3.3. This ESOP Plan-2024 shall become effective from 23rd August 2024 (“**Effective Date**”) and shall terminate upon the date on which all the Options available for issuance under this ESOP Plan-2024 have been issued pursuant to the Grant of Options and have been Exercised by the Grantee (all terms defined below). Notwithstanding anything contained herein, this ESOP Plan-2024 shall subsist or continue purely at the discretion of the Board and/or the Administrator and can be terminated at any time at the sole discretion of the Board and/or the Administrator, in accordance with Applicable Law.
- 3.4. The Board or the Administrator may, subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate this ESOP Plan-2024. Unless otherwise determined by the Board and/or the



Administrator, termination of this ESOP Plan-2024 shall not affect the Grant, Vesting or Exercise (all terms defined below) of the Options already issued under this ESOP Plan-2024.

4. DEFINITIONS

In this Plan, except where the context otherwise requires, the following expressions or terms when capitalized shall have the meanings indicated there against:

- 4.1. **“Abandonment”** shall have the same meaning as defined in the Company’s policies or in the absence of any definition under the Company’s policies, shall mean discontinuation of employment by a Grantee without giving notice or without serving a period of notice as specified by the Company from time to time and in accordance with Clause 15.6 of this Plan
- 4.2. **“Act”** shall mean the relevant Sections of the Companies Act, 2013 and includes any statutory modifications, amendments, or re-enactments thereof, and the rules issued thereunder.
- 4.3. **“Applicable Laws”** shall mean to the extent applicable, all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, circulars, guidelines, policies, treaties, codes, directions, notices, directives and orders of any government, statutory authority, tribunal, board, or court of competent authority, or Recognized Stock Exchange including, without limitation, the Act, the Income Tax Act, 1961 and all other relevant securities, exchange control or corporate laws of India and rules made thereunder including SEBI Regulations, including any regulations issued by the stock exchange on which the Shares (as defined hereinafter) of the Company are listed or quoted and includes any amendment, modification, alteration or re-enactment made to such laws, rules, regulations or bye-laws, each as amended, modified, re-enacted from time to time
- 4.4. **“Articles of Association”** shall mean the articles of association of the Company, as amended from time to time.
- 4.5. **“Associate Company”** shall have the same meaning as defined under section 2(6) of the Companies Act, 2013, as amended from time to time.
- 4.6. **“Beneficiary” or “Nominee”** shall mean the person or persons, trust or trusts designated by the Grantee, or in the absence of any designation by the Grantee, a person or persons who is/are entitled by the will or probate of the Grantee to receive the benefits specified in this Plan, the legal heirs of the Grantee, if the Grantee dies intestate and includes the Grantee's executors or administrator, if no Beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of Beneficiaries by notice in the exercise of any powers conferred under this Plan or any other agreements forming part thereof.
- 4.7. **“Board”** shall mean the board of directors of the Company, constituted in accordance with the incorporation documents of the Company and as may be constituted/re-constituted in accordance with the Applicable Laws from time to time.
- 4.8. **“Cause”** shall mean (a) the continued failure of an Eligible Employee to substantially perform his/her duties to the Group (other than any such failure resulting from Retirement, death or Permanent Disability as provided in this Plan) as determined by the Group; (b) any act or omission by an Eligible Employee amounting to misconduct, fraud, breach of any contract with the Group, including breach of a non-compete covenant, negligence, unethical practices, breach of trust for wrongful disclosure by the Eligible Employee



of any secret or Confidential Information disclosed by the Group to the Eligible Employee or any other non-compliance or violation of any Applicable Laws in India, and includes any misconduct under 's policies and/or under labour laws or any act as determined by the Board or the Administrator to be detrimental to the Group, its financial position and interests, in any manner.

4.9. **“Closing Date”** shall mean the last date on which the offer of Options by a Grantee can be accepted. In case the last date is a non-working day, then it shall be the immediately following working day.

4.10. **“Company”** shall mean E To E Transportation Infrastructure Private Limited (CIN: **U45201KA2010PTC052810**), a company incorporated and registered under the Companies Act, 2013, having its registered office at 10th Floor, Sattva Galleria, Survey Nos. 19/2 and 20/1, Bellary Road, Byatarayanapura, Bangalore North, Karnataka - 560092, India.

4.11. **“Control”** shall have the same meaning as defined under Para 2(1)(e) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

4.12. **“Committee” / “Compensation Committee”** shall mean a Nomination and Remuneration Committee of the Company as formulated under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time. It is clarified that until the listing of the Company on a Recognized Stock Exchange, the Board shall be considered as the Committee for all purposes under the Plan, unless specified otherwise.

4.13. **“Corporate Action”** shall mean and include:

- i. Rights / bonus issue;
- ii. Reorganisation of the Shares;
- iii. Restructuring of the Share capital of applicable entities part of the Group;
- iv. Other reorganization in which the Shares are converted into or exchanged for:
 1. a different class of securities of , or
 2. any securities of any other issuer, or
 3. cash, or
 4. other property;
- v. Sale, lease or exchange of all or substantially whole of the assets / undertaking of the Company to any other company or entity;
- vi. Bankruptcy proceedings against applicable entities part of the Group;
- vii. Adoption by the shareholders of a scheme of liquidation, dissolution or winding up;
- viii. Adoption by the shareholders of a scheme of merger or demerger of the Company;
- ix. Sale of Shares of resulting in a change of Control; and
- x. Any other corporate action as designated by the Group, including any event resulting in a change of Control.

4.14. **“Director”** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.

4.15. **“Eligible Employee”** for the purpose of this Plan shall mean an Employee (as defined below) and as identified in accordance with Clause 6 of this Plan.

4.16. **“Employee”** shall mean:



Where the Company is an unlisted entity (as per Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, as amended):

“Employee” means

- i. a permanent employee of the Company who has been working in India or outside India, or
- ii. a director of the Company, whether a whole-time director or not but excluding an independent director;
- iii. an employee as defined in clause (i) or (ii) of a subsidiary of the Company, in India or outside India, or of a Holding company of the Company but does not include:
 - a. an employee who is a promoter or a person belonging to the promoter group; or
 - b. a director who either himself or through his relative or through any body-corporate, directly or indirectly, holds more than ten percent of the outstanding equity shares of the Company.

Where the Company is a listed entity (as per Regulation 2(1)(i) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended):

“Employee”, except in relation to issue of sweat equity shares, means, -

- a) an employee, as designated by the company, who is exclusively working in India or outside India;
- b) a Director of the company, whether a whole time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or an employee as defined in Sub-clauses (i) or (ii) of a group company including Subsidiary or its Associate Company, in India or outside India, or of a holding company of the company, but shall not include:
 - i. an Employee who is a promoter or a person belonging to the Promoter Group; or
 - ii. a Director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten percent of the outstanding equity shares of the Company.

4.17. **“Exercise”** shall mean making of an application by the Grantee/ Beneficiary to the Trust for transfer/ issue of Shares, against vested Options in pursuance of this Plan on payment of Exercise Price.

4.18. **“Exercise Date”** shall mean the date on which the Grantee/ Beneficiary exercises his Vested Options and in case of partial Exercise, shall mean each date on which the Grantee/ Beneficiary exercises part of his Vested Options.

4.19. **“Exercise Period”** shall mean a period of 3 years, after Vesting of each tranche, within which the Grantee/Beneficiary can Exercise his right to apply for Shares against the Vested Option in pursuance of this ESOP Plan-2024, as applicable.

4.20. **“Exercise Price”** shall mean the price per Option payable by the Grantee/Beneficiary for Exercise of each Option as stipulated in Clause 12 of this ESOP Plan-2024.

4.21. **“General Meeting”** shall mean a general meeting (including an Extraordinary General Meeting) of the Shareholders held in accordance with the Articles of Association and Applicable Laws.

4.22. **“Grant”** shall mean the process of issue of Options to Eligible Employees in pursuance of this Plan.

4.23. **“Grant Date”** shall mean the date on which the Options are approved and granted to the Grantee in pursuance of this Plan. For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.



- 4.24. **"Grantee"** shall mean an Eligible Employee who is the recipient of Letter of Grant on the Grant Date and who has the right but not the obligation to Exercise the Options in accordance with this Plan.
- 4.25. **"Holding Company"** shall have the same meaning as defined under Section 2 (46) of the Companies Act, 2013.
- 4.26. **"Independent Director"** shall have the same meaning as defined under Section 2 (47) of the Companies Act, 2013 and Regulation 16 (1) (b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
- 4.27. **"Initial Public Offer"** or **"IPO"** shall have the same meaning as defined under Section 2(1) (w) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- 4.28. **"INR" or "Rupee"** shall mean Indian Rupee, the currency of the Republic of India for the time being in force.
- 4.29. **"Group"** for the purpose of ESOP Plan-2024 means E To E Transportation Infrastructure Private Limited and its Subsidiary Companies as defined in the SEBI Regulations. It shall also mean holding, subsidiary, associate companies of the Company and shall also include existing or future joint ventures of the Company.
- 4.30. **"Letter of Acceptance"** shall mean the letter required to be submitted by a Grantee, to accept the Options granted pursuant to a Letter of Grant and to acknowledge acceptance of the terms and conditions of this ESOP Plan-2024.
- 4.31. **"Letter of Grant"** shall mean a letter issued by any of the companies forming a part of the Group, substantially in the form provided in Appendix 1, intimating an Eligible Employee of the Options granted to such Eligible Employee for acquiring a specified number of Shares at the Exercise Price and as per the Vesting Period described therein.
- 4.32. **"Long Leave"** shall mean leave availed by an Employee with express approval / sanction by a Company of the Group with full / partial wages and such leave of absence is beyond leave entitlement prescribed by the internal policy of /Subsidiary Company (or in the absence of such internal policy, as decided by the Administrator) and shall include the following:
- a) absence due to extended maternity leave supported by medical records, to the satisfaction of the Company/Subsidiary Company; or
 - b) long sick leave supported by medical evidence, to the satisfaction of the Company/Subsidiary Company; or
 - c) leave/ absence as a result of temporary, partial disablement duly backed by medical records, to the satisfaction of the Company/Subsidiary Company; or
 - d) long absence due to bereavement/temporary illness of a family member; or
 - e) sabbatical duly approved by the Company/Subsidiary Company.
- 4.33. **"Market Price"** means the latest available closing price on the Stock Exchange on which the Shares of the Company are listed, immediately prior to the Relevant Date.



- 4.34. **“Option”** shall mean a right (subject to fulfilment of conditions stipulated hereunder), but not an obligation, granted to an Eligible Employee, in the form of a stock option, which may be exercised by the Eligible Employee at a future date subject to terms of this ESOP Plan-2024, only during the Exercise Period or such other period as specified under this ESOP Plan-2024.
- 4.35. **“Permanent Disability”** shall mean any disability of whatsoever nature, be it physical, mental, or otherwise, which in the opinion of the Administrator (as the case may be), incapacitates or prevents or handicaps an Employee from being able to continue performing the duties he had performed before such disablement/impairment, based on a certificate of a medical expert identified by the Administrator or its authorized representative.
- 4.36. **“Plan”** shall mean the Employee Stock Option Plan 2024 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof from time to time.
- 4.37. **“Promoter”** shall have the same meaning as defined under Regulation 2 (1) (oo) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- 4.38. **“Promoter Group”** shall have same meaning as defined under Regulation 2 (1) (pp) Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- 4.39. **“Recognized Stock Exchange”** means a stock exchange which has been granted recognition under Section 4 of the Securities Contracts (Regulation) Act, 1956 (42 of 1956).
- 4.40. **“Relative”** shall mean a relative defined under Section 2 (77) of the Companies Act, 2013.
- 4.41. **“Relevant date”** means
1. In case of grant, the date of the meeting of the Committee on which the grant is made: or
 2. In case of exercise, the date on which the notice of exercise is given to the Company or to the trust by the employee;
- 4.42. **“Retirement”** shall mean retirement as per internal policy of the company from time to time.
- 4.43. **“SEBI Regulations”** shall mean the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended.
- 4.44. **“Secondary Acquisition”** means acquisition of existing shares of the company by the Trust on the platform of a Recognized Stock Exchange for cash consideration.
- 4.45. **“Share”** shall mean an equity share of a Company and securities convertible into equity shares and includes American Depositary Receipts, Global Depositary Receipts or other depository receipts representing underlying equity shares or securities convertible into equity shares.
- 4.46. **“Shareholder”** shall mean the registered holder of a share of a Company or of the Group.
- 4.47. **“Subsidiary Company”** shall have the same meaning as defined under Section 2 (87) of the Companies Act, 2013.



- 4.48. **"Tax"** or **"Taxes"** shall mean any income tax, perquisite tax, fringe benefits tax or any other taxes or any levy or any contribution or any sums due (by whatever name it is called) imposed on the Group or on an Eligible Employee, with respect to the Grant, Vesting and/or Exercise of the Options in pursuance of this ESOP Plan-2024.
- 4.49. **"Termination Date"** shall mean the last date of termination of employment of the Grantee with the relevant Company of the Group.
- 4.50. **"Trust"** shall mean, an irrevocable trust established under the provisions of Indian Trusts Act, 1882 dated January 29, 2019, by the name and nomenclature of ETOE ESOP Trust, including any statutory modification or re-enactment thereof, for implementing the Plan. The word **"Trustee"** shall be construed accordingly.
- 4.51. **"Unvested Option"** shall mean an Option in respect of which the relevant Vesting conditions have not been satisfied and which the Grantee is not currently eligible to Exercise. The term **"Unvested"** shall be construed accordingly.
- 4.52. **"Vested Option"** shall mean an Option in respect of which, relevant Vesting conditions have been satisfied and the Grantee has become eligible to Exercise the Option. The term **"Vested"** shall be construed accordingly.
- 4.53. **"Vesting"** shall mean the process by which the Grantee/ Beneficiary is entitled to apply for Shares, against the Options granted in accordance with Clause 9 of this Plan.
- 4.54. **"Vesting Date"** shall mean the respective dates on and from which the Option vests with the Grantee/Beneficiary and thereby becomes exercisable.
- 4.55. **"Vesting Period"** shall mean the period during which the Vesting of Options takes place in accordance with Clause 11 of this Plan.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Act, , SEBI Regulations (read with applicable circulars, notifications etc.), as amended from time to time, the Securities Contracts (Regulation) Act, 1956, or the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any statutory modification or re-enactment thereof, as the case may be.

5. INTERPRETATION

- 5.1. In this ESOP Plan-2024, unless the context thereof otherwise requires:
- i. words importing a particular gender include any other gender.
 - ii. words using the singular or plural number also include the plural or singular number, respectively.
 - iii. the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire ESOP Plan-2024 and not to any particular Clause, sub-Clause or section of this ESOP Plan-2024.
 - iv. whenever this ESOP Plan-2024 refers to number of days, such number shall refer to calendar days unless otherwise specified.

- v. any reference to any statute or statutory provision shall include:
 - a) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - b) such statute or provision as may be amended, modified, re-enacted or consolidated.
 - c) headings and captions are used for convenience only and shall not affect the interpretation of this ESOP Plan-2024.
 - d) references to Recitals, Clauses, sub-Clauses and Appendices shall be deemed to be a reference to the recitals, clauses, sub-clauses, and schedules/appendices of this ESOP Plan-2024.
- 5.2. reference to a Clause number shall also include reference to all its sub-Clauses; and In the event of any inconsistency between the provisions of this ESOP Plan-2024 and the provisions of the employment offer letter or employment agreement of the Eligible Employee, the provisions of this ESOP Plan-2024 shall prevail.
- 5.3. In the event of any inconsistency between the provisions of this ESOP Plan-2024 and the Articles of Association, the provisions of the Articles of Association shall prevail and be deemed to have been incorporated herein by reference.
- 5.4. The provisions of the SEBI Regulations shall prevail over the provisions of the ESOP Plan-2024, Articles of Association, provisions of the employment offer letter, employment agreement of the Eligible Employee, in the event of any inconsistency.

6. ELIGIBILITY

- 6.1. The eligibility to participate in this Plan, is subject to such criteria as may be decided by the Administrator at its own discretion, including, but not limited to the band of the Employee, criticality of the role, period of service with the Group, future potential, or any other criteria, as the Administrator determines. It is clarified that Employees working abroad (if any) will be entitled to participate in this ESOP Plan-2024 subject to compliance with Applicable Laws, including applicable laws of the jurisdiction in which such Employee is working.
- 6.2. Based on the eligibility criteria as described above in Clause 6.1 of this Plan, the Administrator shall decide Employees eligible for Grant of Options under this Plan and accordingly, the Company, acting through the Administrator would Grant the Options to the identified Employees.

7. ADMINISTRATION OF THIS PLAN

- 7.1. This ESOP Plan-2024 shall be administered by the Committee and implemented through the Trust, working with/ and under the powers delegated by the Board, which may delegate its duties and powers in whole or in part as it may determine. Pursuant to resolution of the Shareholders dated 23rd August 2024, the Administrator is authorized to interpret this Plan, to establish, amend and rescind any rules and regulations relating to this Plan, and to make any other determinations that it deems necessary or desirable for the administration and implementation of this Plan. The Administrator may correct any defect, omission or reconcile any inconsistency in this Plan in the manner and to the extent the Administrator deems necessary or desirable and to resolve any difficulty in relation to implementation of this Plan and take any action which the Administrator is entitled to take in relation thereto. The acts of a majority of the members of the Administrator present at any meeting (at which



the quorum is present) or acts approved in writing by a majority of the members of the entire Administrator shall be the acts of the Administrator for the purpose of this Plan.

- 7.2. Any decision of the Administrator in the interpretation and administration of this Plan, subject to Applicable Law, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Employee, Grantee, Nominee and their Beneficiaries and successors). The Company (including the Board and/or the Administrator) or the Trustees, as the case may be, shall not be liable for any action or determination made in good faith with respect to this Plan or any Option granted thereunder.
- 7.3. The Administrator shall, subject to compliance with Applicable Laws and the limitations set out in the Plan, inter alia, do the following:
- a) Adopt rules and regulations for implementing the Plan from time to time, such that they are more beneficial to the Eligible Employees.
 - b) Identify the Employees eligible to participate under the Plan.
 - c) Grant Options to the identified Employees and determine the Grant Date.
 - d) Determine the quantum of the Options, as the case may be, to be granted under the Plan per Employee and in aggregate, while being in compliance with Applicable Laws.
 - e) Determine the number of additional Options to be granted to the Employees from time to time.
 - f) Determine the conditions under which Options may vest in Employees and may be surrendered/cancelled, as the case may be, in case of termination of employment for misconduct.
 - g) Determine the Vesting Period.
 - h) Subject to Applicable Law, Accelerate the vesting of Options for the select Eligible Employees, as may be deemed expedient.
 - i) Notify the Grantees, if and when the Options become eligible for Exercise.
 - j) Determine the right of a Grantee to Exercise Vested Options, at one time or various points in time, when the Options have become Vested and capable of being Exercised.
 - k) Redetermine and amend/notify the Exercise Period within which the Employee can Exercise the Options and when the Options would lapse on failure to Exercise the same within the Exercise Period.
 - l) Determine a specified time period within which Employees shall Exercise Vested Options, in the event of termination or resignation, with such time period not exceeding the Exercise Period.
 - m) Formulate procedure for cashless Exercise of Options.
 - n) Where any corporate actions may warrant adjustment to the number of Options and/ or the Exercise Price, refer such matters to the Board.
 - o) Determine the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Options and to the Exercise price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration by the Administrator:
 1. the number and price of Options shall be adjusted in a manner such that total value to the Employee of the options remains the same after the Corporate Action.
 2. the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Employee(s) who is granted such Options.
 - p) Determine the Grant, Vesting and Exercise of Options in case of Employees who are on Long Leave.
 - q) Determine amendment to the Grant, Vesting and/or Exercise of Options for Employees who are on Long Leave.
 - r) Determine alteration/modification of the Vesting Period and/ or Exercise Price for subsequent Grants, provided that, such alteration/modification shall not be detrimental to the interest of the Eligible Employees.

- s) Determine alteration / amendment to the Plan subject to Clause 26 of the Plan.
 - t) Determine the procedure for funding the Exercise of Options.
 - u) Take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Plan or the administration or interpretation thereof.
 - v) Decide all other matters that must be determined in connection with a Grant under the Plan.
 - w) Construe and interpret the terms of the Plan and the Options granted, pursuant to the Plan and overcome impediments in implementing the Plan.
 - x) Refer to the Board any issue arising as a result of any inconsistency in the Plan, unless such inconsistency is of an administrative nature only; and
 - y) Perform such other functions and duties as shall be required under the Applicable Laws, including but not limited to deciding on the Vesting of Options on whole-time directors upon cessation of their employment contracts with the respective companies.
- 7.4. The Administrator before conducting any activities/taking decisions as provided above in Clause 7.3 of the Plan with respect to the employees of Group who are covered under the Plan, shall take recommendation from the board / nomination and remuneration committee formed by such Group company, as the case may be.
- 7.5. Upon receipt of the application, duly filled and complete, along with the receipt of the application money from grantee for exercise of options, the Company may follow the mechanism for transfer of shares to an employee:

Sr. No.	Event	Timeline
1	Review of application and approval for exercise of options by the Company	within 10 working days from the receipt of applications from the employees
2	Transfer of shares against exercise of options	Within 10 working days from the approval of exercise of options by the Company

- 7.6. For the purposes of this Plan, the Administrator shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including but not limited to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Trust and the Employees, as applicable.
- 7.7. For the purposes of this Plan, the Administrator shall, inter alia, formulate the detailed terms and conditions of the Plan which shall include the provisions to the extent it is not in violation of the Companies Act, 2013 and other Applicable Laws.
- 7.8. The Board / Administrator shall implement the Plan, through the Trust(s) for which separate Shareholder approval as of 23rd August 2024 has been obtained. In case of multiple plans being implemented through the Trust, the Trust shall keep and maintain proper books of accounts, records and documents, for each of the plan(s) being implemented.

- 7.9. If circumstances warrant, may change the mode of implementation of the Plan, as mentioned above, by obtaining a fresh approval of the Shareholders by a special resolution, prior to implementing such a change. Such change shall not be prejudicial to the interest of the Employees.
- 7.10. The Trust shall transfer the Shares to the Grantees in the manner specified by the Board/Administrator. The Trustee(s) of the Trust shall administer the transfer of Shares to the Grantee as per the directions of the Board/Administrator and as stipulated in this Plan.
- 7.11. The Trust shall be governed by the Trust Deed to be formulated by the Board/ Administrator and shall contain the minimum provisions as specified in SEBI Regulations. The Trust Deed and any modifications thereto shall be filed with the stock exchanges where the Shares of the Company are listed.
- 7.12. The Trustees shall ensure that appropriate approvals of the Shareholders are obtained by the Company to administer the Plan through the Trust. The Trustee shall undertake Secondary Acquisition of Shares.
- 7.13. The Trustees shall be shown as a non-promoter and non-public shareholder in the disclosure to the Recognised Stock Exchanges and the Trustees shall not vote in respect of the shares held by the Trust.
- 7.14. Subject to the provisions of the Applicable Laws, a Company part of the Group/other lenders may provide loan to the Trust to acquire the Shares by means of Secondary Acquisition and such other terms and conditions as may be provided in the Loan Agreement to be entered into with the Trust, for the purpose of implementing the Plan. The Trust shall only undertake delivery-based transactions and not deal in derivatives. Further, the Trust shall not become a mechanism for trading in the Shares and shall not sell the shares in the secondary market except for situations provided in sub-regulation 15 of Regulation 3 the SEBI Regulations.
- 7.15. The Trust shall ensure that the Shares acquired through Secondary Acquisition are within the limits provided in the SEBI Regulations. The Shares acquired by the Trust through Secondary Acquisition shall be appropriated and backed-up by Grants under the Plan within the timeframe provided under the SEBI Regulations.
- 7.16. The Trust shall hold the Shares acquired through Secondary Acquisition for a minimum period of 6 months except where they are required to be transferred in the circumstances enumerated in clause (b) of sub-regulation (14) of Regulation 3 of SEBI Regulations, whether off-market or on the platform of Recognised Stock Exchanges.
- 7.17. The Trust shall make disclosures and comply with the other requirements applicable to insiders or promoters under the SEBI (Prohibition of Insider Trading) Regulations, 2015 or any modifications or re-enactment thereto.

8. SHARE POOL

- 8.1. Subject to the Plan, the maximum number of Shares that may be issued/acquired by the Trust by Secondary Acquisition at a later date under this Plan shall not exceed 10046 Options/Shares. Subject to the limits prescribed under Applicable Law, the Company reserves the right to increase or reduce such number of Shares as it deems fit. Notwithstanding the foregoing, Shares with respect to which an Option is granted under this Plan that remain unaccepted or unexercised at the expiration or are



not entitled for vesting or forfeited or lapsed or cancelled shall be added back to the number of Options that are pending to be granted. The Company through the Board or the Administrator may, at their discretion, Grant such Options within the overall limit determined in accordance with this Plan.

- 8.2. In case of a Share-split where the face value of the Shares is reduced below INR 10/- or in case of consolidation of Shares or bonus issue, the maximum number of Options available for being granted under this Plan shall stand modified accordingly, so as to ensure that the cumulative paid up value (No. of Shares X Face value per Share) of the total Shares arising out of Exercise of Options pursuant to this Plan remains unchanged.
- 8.3. It is specifically to be noted that in the event of a split, consolidation, re-capitalization, sub division, combination, re-classification of Shares, the Grants, Exercise Price and the Shares transferred/to be transferred pursuant to the Exercise may, at the sole discretion of the Administrator, be proportionately adjusted from time to time. Subject to compliance with the Applicable Laws decisions pertaining to the Shares, decision of the Administrator in this matter including but not restricted to dealing with fractions, rounding off etc., will be final.

9. GRANT OF OPTIONS UNDER THIS ESOP PLAN-2024

- 9.1. The Company, through the Administrator, may offer the Options to an Eligible Employee in accordance with the terms and conditions under this Plan for the time being in force. The Administrator will decide the number of Options to be granted to each Eligible Employee.
- 9.2. Subject to the conditions stipulated herein, each Option issued to a Grantee would be eligible for transfer of 1 (one) Share by payment of Exercise Price.
- 9.3. The Options shall be granted to Eligible Employees as decided by the Administrator from time to time. Such Options shall be subject to all applicable terms and conditions stipulated herein.
- 9.4. During any one year, no Employee shall be granted Options equal to or exceeding 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 an approval from the Shareholders is taken by way of special resolution in a General Meeting.
- 9.5. Subject to the overall limit prescribed in Clause 8.1 of this Plan, the Options may be granted in one or more tranches.
- 9.6. The Grant of the Options by or through the Administrator to the Grantee shall be made in writing and communicated to the Grantee by a Letter of Grant. The Letter of Grant shall specify the Grant date, number of Options, the Vesting Period, schedule of Vesting, conditions for Vesting, the Exercise Price, Exercise Period and any other terms and conditions that the Administrator may deem necessary.
- 9.7. The Eligible Employees will be required to provide their acceptance to the Trust, to acknowledge acceptance of the terms and conditions of this ESOP Plan-2024 within the period prescribed in the Letter of Grant, or such extended time as the Administrator may determine in its sole discretion.



- 9.8. The Closing Date of accepting the offer shall be as specified in the Letter of Grant. Unless provided otherwise in the Letter of Grant, the Closing Date shall not be more than 30 (thirty) days from the Grant Date.
- 9.9. The Grant of Options under the Plan does not guarantee any entitlement to any future Grant of Options under the Plan.
- 9.10. The Grant of Options is of an occasional and extraordinary nature and constitutes a gratuitous and discretionary act by the respective Group company. Consequently, no benefit derived from the Options granted under the Plan forms or shall form a part of any Grantee's normal, habitual or expected remuneration.

10. METHOD OF ACCEPTANCE

- 10.1. The method of acceptance of the Grant, shall be determined in accordance with the terms stipulated in this Plan.
- 10.2. Subject to the terms contained herein, acceptance of a Grant by a Grantee shall conclude a contract between the Grantee and the Company.

11. VESTING OF OPTIONS

- 11.1. Options granted under Plan shall Vest not before one (1) year and not after the maximum Vesting Period of 4 years, from the date of Grant of such Options, as specified in the Letter of Grant issued to the Employees. In the event of death or Permanent Disability, the minimum Vesting Period of one (1) year shall not apply and in such instances, the Options shall vest in terms of Clause 15 of this Plan.
- 11.2. Subject to Clause 11.5 and Clause 15, the Unvested Options shall Vest with the Grantee in accordance with the vesting conditions stipulated under this ESOP Plan-2024.
- 11.3. Subject to Applicable Laws, Clause 11.5 and Clause 15, the Options shall Vest in the time and manner as determined by the Administrator and set out in the Letter of Grant. The Vesting of Options under this ESOP Plan-2024 would be subject to compliance with terms and conditions set forth under the Plan and continued employment or directorship (as the case may be) with a Group company.
- 11.4. Subject to Applicable Laws, the Administrator may prescribe varying Vesting Period for different Grantees, and/or for different Options under the Plan.
- 11.5. Subject to Applicable Laws, unless the Administrator decides otherwise, no Option shall Vest or allowed to be exercised by a Grantee, if such Grantee carries on or engages, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Group or any activity related to the business carried on by the Group. Decision of the Administrator in this regard shall be final and conclusive and cannot be called in question by the Grantee. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Grantee or any activity/ business carried out by the Grantee pursuant to his duties as an Employee or Director and shall not apply to the Nominee of the Grantee.

12. EXERCISE PRICE

The Exercise Price of the Vested Options shall be as determined by the Administrator or Compensation Committee but in no case less than the Face Value of Shares of the Company. The Exercise Price shall be provided in the Letter of Grant issued to Eligible Employees in pursuance of this Plan.

The Committee or Administrator has the power to re-price the grants in future if the Grant made under the Plan is rendered unattractive due to the fall in the price of Shares, after complying the conditions as mentioned in the SEBI Regulations.

The aggregate Exercise Price payable at the time of Exercise shall be paid by the grantee by cheque or demand draft drawn or electronic transfer of funds in the favour of the Trust i.e. ETOE ESOP Trust.

13. EXERCISE OF OPTIONS/ TRANSFER OF SHARES

13.1. Subject to terms of this Plan and subject to Applicable Laws, a Grantee/Beneficiary can Exercise (as per the schedule of Vesting contained in the Letter of Grant) by applying to the Trust, as the case may be, during the Exercise Period, by way of an Exercise Application and upon payment of the Exercise Price.

13.2. The Administrator can decide the procedure for the Exercise of Options and Issue/Transfer of Shares.

No Vested Option shall be exercisable in its fractional form and each Option entitles the Grantee thereof to apply for and be transferred 1 (one) Share each on the payment of the Exercise Price to the Company/Trust during the Exercise Period, subject to the terms and conditions specified in the Letter of Grant. The unexercised portion of the Option will continue to be available to the Employee or the Nominee, for Exercise, in case of specified circumstances such as death, disability, etc., up to such time as provided for in the Letter of Grant.

13.3. Exercise of the Vested Options shall take place at the time and place designated by the Trust and by executing such documents as may be required under the Applicable Laws or by The Trust, to pass valid title of the relevant Shares to the Grantee/ Nominee, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.

13.4. A Vested Option shall be deemed to be validly exercised only when the Administrator and/or the Trust or any other person authorized by the Administrator in this regard, receives written and signed notice of Exercise Application from the Grantee/ Beneficiary and, subject to Clause 12 of this Plan, the full payment of the Exercise Price along with taxes (wherever arising) and any other sums due referred to in Clause 22 of this Plan in respect of Exercise of the Option ('**Aggregate Exercise Price**').

13.5. The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Options. Payment must be made by one of the following methods:

- a) Cheque or demand draft issued in the name of the Trust; or
- b) Remittance directly from the Grantee's bank to the bank account of the Trust (wire transfer) as the Trust may specify; or
- c) Any combination of such methods of payment or any other method acceptable to the Trust at its sole discretion.



- 13.6. At the time of transfer of Shares pursuant to a valid Exercise, the Grantee/ Nominee will be required to sign such papers as may be considered necessary by the Administrator and/or the Trust to lawfully execute/ enforce various provisions of this Plan.
- 13.7. The Administrator and/or the Trust shall endeavor to ensure that the process of transfer of Shares to the Grantee who has validly exercised his Vested Options is completed within a reasonable period of time from the time of receiving the Exercise Application by the Administrator/Trust. No adjustment will be made for dividend or any other right for which record date is prior to the date the Shares are transferred.
- 13.8. Notwithstanding anything else contained in this Plan, if the Grantee/ Nominee does not Exercise his Vested Options within the time period as specified by terms of this Plan, the Options shall automatically lapse at the end of the aforesaid period.
- 13.9. If the Exercise of Options within the Exercise Period is prevented by any law or regulation in force, the Board or Administrator shall defer or not permit the Exercise of Options till such time as it is prohibited by the applicable laws or regulations and in such an event shall not be liable to pay any compensation or similar payment to the Grantee for any loss suffered due to such refusal.
- 13.10. Only upon transfer of the Shares, the Grantees/Nominees shall become Shareholders. The Shares to be transferred shall rank pari-passu in all respects with the outstanding Shares of the applicable Company of the Group.
- 13.11. All such unexercised Options that so lapse, shall revert to the share pool as referred in Clause 8 of this Plan and may be granted at the discretion of the Board or the Administrator to any other Eligible Employee.
- 13.12. In the event that a Grantee fails to Exercise the Option within the Exercise Period, the amount paid/payable (if any) by the Grantee at the time of Grant, may be forfeited by the Company.
- 13.13. Subject to the Exercise Period, the Vested Options may be Exercised during the lifetime of the Grantee, only by the Grantee and after his demise, by his Nominee.
- 13.14. Under this Plan, the Trust will transfer existing shares held by it, as and when the Vested Options are exercised by the Grantees.
- 13.15. The Trust shall not purchase or sell shares of through any other method that has been prohibited as per the Applicable Laws.
- 13.16. The respective Group companies, at their sole discretion and subject to Applicable Laws and Articles of Association, may extend financial assistance or facilitate such assistance through a third party to the extent as permitted under the Applicable Laws and in any mode or manner it deems fit, to enable the Grantee to Exercise the Options within the Exercise Period. The mode, manner and amount of the financial assistance, applicable rate of interest (if any) and recovery of principal and interest shall be communicated by the respective Group companies in due course.

14. TRANSFER OF SHARES UPON EXERCISE



- 14.1. Upon Exercise, the number of Shares proportionate to the number of Vested Options Exercised will be transferred in the name of the Grantee.
- 14.2. All stamp duty or other taxes imposed by Applicable Laws payable on transfer of Shares shall be borne by the Grantee.
- 14.3. Neither the Grantee nor any person entitled to Exercise the Grantee's rights in the event of death of the Grantee, shall have any right or status of any kind as a Shareholder, including the right to receive any dividend or to vote or in any manner enjoy benefits of a shareholder in respect of any Options covered by the Grant unless the Grantee/ Beneficiary exercises the Vested Options and becomes a registered holder of the Shares. Upon becoming a registered holder of the Shares by the Exercise, the Grantee shall be entitled to all rights and obligations as a Shareholder from the date of issue and transfer of Shares pursuant to the Exercise under this ESOP Plan-2024 and in accordance with the Articles of Association.
- 14.4. Subject to relevant provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the code of conduct, to regulate, monitor and report trading by insiders, the Administrator shall also have the right to impose a 'quiet period' at its discretion, during which period any Grantee who has been transferred Shares (on the Exercise of Vested Options) shall not be permitted to transfer, sell or dispose-off his/her Shares acquired under this ESOP Plan-2024 in any manner whatsoever, other than as may be determined by the Administrator.
- 14.5. Non-transferability of Options

Except as provided herein under this ESOP Plan-2024, the Options held by a Grantee are not transferable to any Person except the Beneficiary or Nominee as the case may be, and in the event of death of the Grantee, Beneficiary or Nominee will have to complete all legal formalities mentioned in Applicable Laws and produce requisite documents to prove his/her/their right within 90 days from the event of death of the Grantee. The Options cannot be pledged, hypothecated, charged, mortgaged, assigned, alienated or disposed of in any other manner.

15. NON-TRANSFERABILITY OF OPTIONS

15.1. On death of a Grantee

In case of cessation of employment in the event of death of a Grantee while in employment or while serving as a Director, all Unvested Options granted to the Grantee shall immediately vest on that day in the Beneficiaries or Nominees of the deceased Grantee. All the Vested Options, including the Options vested in accordance with the preceding sentence, may be exercised by the Nominee or Beneficiary, in no event later than 36 (thirty six) months from the date of death. Vested Options that are not Exercised within the aforementioned period shall lapse upon the expiry of the period specified or the expiry of the Exercise Period, whichever is earlier. Any Vested Options not exercised by the Nominee or Beneficiary within the period specified herein shall automatically lapse at the end of the aforesaid period



All such unexercised Options that so lapse shall revert to the Share Pool, as referred in Clause 8 of this Plan and may be granted at the discretion of the Board or the Administrator to any other Eligible Employee.

15.2. On Permanent disability of Grantee

In case of Permanent Disability of a Grantee, while he is still employed with the Group or serving as a Director, resulting in the cessation of employment or directorship (as the case maybe) of such Grantee, (i) all Unvested Options shall Vest in such Grantee immediately on the day of suffering the Permanent Disability and (ii) the Grantee or the Nominee or Beneficiary may Exercise his or her Vested Options immediately after suffering the Permanent Disability, but in no event, later than 36 (thirty six) months from the date of Permanent Disability. Vested Options that are not exercised within the aforementioned period shall lapse upon the expiry of the period specified herein or the expiry of the Exercise Period, whichever is earlier. Any Vested Options not exercised within the time by the Nominee or Beneficiaries within the period specified herein shall automatically lapse at the end of the aforesaid period.

All such unexercised Options that so lapse shall revert to the Share Pool, as referred in Clause 8 of this Plan and may be granted at the discretion of the Board or the Administrator to any other Eligible Employee.

15.3. On Resignation

Other than those Grantees covered in Clause 15.4, if (a) the Grantee voluntarily resigns from his employment or directorship (other than cases where Grantee resigns as Director, but remains an Employee), or (b) the Grantee retires under a voluntary retirement scheme of Group, if any, or (c) the Group and the Grantee mutually separate from an employment relationship, then:

- i. all Unvested Options held by such Grantee shall immediately and automatically lapse on the date of resignation/voluntary retirement from employment/directorship;
- ii. all Unvested Options that lapse shall revert to the Share Pool, as referred in Clause 8 of this Plan and may be granted at the discretion of the Board or the Administrator to any other Eligible Employee;
- iii. all Vested Options which have not been Exercised by such Grantee need to be exercised within 36 (thirty six) months before the last day of employment or directorship (as the case may be);
- iv. all such Vested Options that remain unexercised at the expiry of the said last effective date of employment, shall automatically lapse; and
- v. all such Vested Options that lapse shall revert to the Share Pool, as referred in Clause 8 of this Plan and may be granted at the discretion of the Board or the Administrator to any Eligible Employee.

15.4. Termination with Cause

In the event the employment of a Grantee has been terminated by the Group for Cause, all outstanding Options i.e., Vested Options not Exercised and Unvested Options, shall immediately stand cancelled and all rights of the Grantee thereunder shall extinguish with immediate effect.

All such Options (Vested Options or Unvested Options) that so lapse or are terminated or cancelled shall revert to the Share Pool, as referred in Clause 8 of this Plan and may be granted at the sole discretion of the Administrator to any Eligible Employee.

15.5. On Retirement

In case the employment of the Grantee with the Group is terminated due to the Grantee's Retirement on attaining the superannuation age or onwards, the Unvested Options will continue to Vest in accordance with the Vesting schedule as prescribed in Clause 11 of this Plan. In case of death of Grantee after Retirement, the Unvested Options immediately Vest on that day. The Vested Options shall be permitted to be Exercised no later than 36 (thirty six) months from the date of separation from the Group, unless the Administrator decides otherwise. Any Vested Options not Exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

In case of death of a Grantee post his Retirement, all the Options Vested in him shall automatically Vest in the Beneficiaries or Nominees, who shall be entitled to Exercise such Vested Options within 36 (thirty six) months from the date of his death, failing which the Options shall lapse.

15.6. On Abandonment

In the event a Grantee abandons employment or his office (i.e., absents himself) for a continuous period of 30 (thirty) days or as specified by the relevant internal policy or as specified by the Administrator, all Options granted to the Grantee, including the Vested Options, which were not exercised at the time of abandonment of employment, shall stand terminated with immediate effect. The Administrator, at its sole discretion shall decide the date of abandonment by the Grantee and such decision shall be binding on all concerned parties.

All such Options (Vested Options or Unvested Options) so terminated/cancelled shall revert to the Share Pool, as referred in Clause 8 of this Plan, and may be granted at the sole discretion of the Administrator to any Eligible Employee.

15.7. Other terminations

In case the employment of the Grantee is terminated for any reason other than specified in Clauses 15.1 to 15.6 of this Plan, all Unvested Options with the Grantee on the Termination Date shall lapse, unless the Administrator otherwise decides. The Vested Options can be exercised by the Grantee within the Exercise Period or no later than 36 (thirty six) months from the date of separation from the Group, whichever is earlier, only at the discretion of the Administrator. Any Vested Options not exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

All such Options (Vested Options or Unvested Options) so terminated/cancelled shall revert to the Share Pool, as referred to in Clause 8 of this Plan and may be granted at the sole discretion the Administrator to any Eligible Employee.

15.8. On Transfers

In case the Employee is transferred to any company within the Group, all Unvested Options with the Grantee will continue to Vest in accordance with the Vesting Period as prescribed in Clause 11 of this Plan. The Vested Options shall be permitted to be Exercised as per the terms of Letter of Grant, unless the Administrator decides otherwise. Any Vested Options not exercised within this aforesaid Vesting Period shall lapse.



16. RANKING OF SHARES AND RIGHTS OF SHAREHOLDERS

The Shares transferred on the Exercise of Vested Options shall rank pari-passu with all the existing Shares subject to such exceptions and restrictions as may be specified in Articles of Association and this ESOP Plan-2024. At the time of transfer of Shares pursuant to a valid Exercise, the Eligible Employee will be required to sign such document as may be considered necessary by the Administrator/ Company / Trust to lawfully execute/ enforce various provisions of this ESOP Plan-2024.

17. NOTICES AND CORRESPONDENCE

17.1. Any notice required to be given by a Grantee/ Nominee to the Board and/or the Administrator and/or the Trust or any correspondence to be made between a Grantee/ Nominee and the Board and/or the Administrator and/or the Trust may be given or made to the Board and/or the Administrator and/or the Trust at the registered office of or at a place as may be notified by the Board and/or the Administrator and/or the Trust in writing.

17.2. Any notice required to be given by the Board and/or the Administrator and/or the Trust to a Grantee/ Nominee or any correspondence to be made between the Board and/or the Administrator and/or the Trust and a Grantee/ Nominee shall be given or made by the Board and/or the Administrator and/or the Trust on behalf of at the address provided by the Grantee.

18. LOCK-IN

The Shares transferred pursuant to the Exercise of the Vested Options under this Plan shall not be subject to a lock-in as specified under the Plan unless the Administrator decides otherwise.

19. BENEFICIARY/ NOMINEE DESIGNATION

Each Grantee under this Plan may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit accrued to such Grantee under this Plan is to be delivered in case of his or her death before he or she receives all of such benefit. Each such nomination shall revoke all prior nominations by the same Grantee, shall be in a form prescribed by and will be effective only when filed by the Grantee in writing with the Trust during the Grantee's lifetime.

20. BENEFICIARY/ NOMINEE DESIGNATION

20.1. Subject to Clause 14.4, Clause 18, Clause 27.6 and Clause 27.9 of this Plan, any Grantee (Employee/ex-Employee/Beneficiary) who wishes to sell the Shares acquired pursuant to Exercise of Grants can sell the Shares freely over the Recognised Stock Exchange in India where Shares are listed.

21. BENEFICIARY/ NOMINEE DESIGNATION

21.1. In case of Corporate Action, the Administrator in accordance with Applicable Laws shall ensure while taking into consideration the global best practices in this area that adjustment to Exercise Price, number of Options granted, accelerated Vesting etc., shall be appropriately made/ settled in cash



without prejudice to the interest of the Grantee. The decision of the Administrator on whether such action is necessary and the extent of such action by the Administrator shall be final and binding.

- 21.2. In the event that a Grantee 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 Employee.

22. WITHHOLDING TAX OR ANY OTHER SUMS

- 22.1. All Shares transferred to the Grantee on Exercise of Options granted under this Plan shall be subject to all applicable taxes, withholding tax and/ or any levy and/ or any contribution and/ or any sums due (by whatever name it is called) arising due to participation in this Plan (in or outside India), if any, and the Group company or Administrator or the Trust, accordingly, may withhold / recover such taxes and/ or levy and/ or contribution and/ or payment in full unless Administrator decides to withhold in part.
- 22.2. Notwithstanding anything contained in other Clauses of this Plan, if the Grant of the Option and/ or the Vesting of Option and/ or the Exercise of the Options and/ or transfer of the Shares under the Plan and or at any time while this Plan is in operation shall be subject to any levy and/ or taxes or contribution or payment (by whatever name called), if any, that is levied on or payable by the Group (in or outside India), then such taxes and/ or levy and/ or contribution and/ or payment shall be recovered in full by the Trust.
- 22.3. Notwithstanding anything else contained in this Plan, no Shares/ sale proceeds therefrom, as the case may be, shall be transferred/ disbursed to the Grantee/ Nominee, on Exercise of the Options under the Plan, unless appropriate levies/ taxes/ contributions/ payments as given in this Clause are recovered in full by the Trust.

23. DISPUTE RESOLUTION

Any dispute or difference or question of any nature arising under or relating to the Plan shall be referred to the Administrator of the respective Group company and its decision shall be final and binding in all respects.

24. GOVERNING LAW

- 24.1. This Plan and all agreements thereunder shall be governed by and construed in accordance with the Applicable Laws of India. The Grant of Options and transfer of Shares under this ESOP Plan-2024 shall entitle to require the Grantees to comply with such requirements of Applicable Laws as may be necessary in the opinion of the Administrator. In case of any conflict between the provisions of this ESOP Plan-2024 and any provisions, rules, regulations or guidelines issued under Applicable Laws, the provisions of the Applicable Laws shall override the provisions of this ESOP Plan-2024 to the extent of such conflict.
- 24.2. The Grantee agrees and acknowledges that the Grantee has received and read a copy of this Plan. In the event that any Applicable Laws render this ESOP Plan-2024 as illegal or void, this ESOP Plan-2024



shall automatically be treated as withdrawn and cancelled and the Administrator/ the Trust shall have no obligation or liability whatsoever towards any Grantee including in relation to any Vested Options or Unvested Options. The inability of Administrator/ the Trust to obtain approval from any regulatory body having jurisdiction over the Administrator/ the Trust, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge of any and all liability in respect of the failure to Grant the Options or transfer the Shares.

- 24.3. In order to comply with regulations of any other country or to avail any tax or other benefits, Administrator may at its sole discretion and in compliance with Applicable Laws, may formulate an addendum to this Plan for Employees employed in that country and make it applicable to such Employees from the date determined by the Administrator/ Board.

25. REGULATORY APPROVALS

- 25.1. The implementation of this Plan, the Grant of any Option as per terms of the Plan and the issuance/transfer of any Shares under this Plan shall be subject to the procurement by the Grantee/ Beneficiary of all approvals and permits required by any regulatory authorities having jurisdiction over this Plan, the Options and the Shares transferred pursuant thereto. The Grantee/ Beneficiary under this Plan will, if requested by the Board and/or the Administrator, provide such assurances and representations, as the Board and/or the Administrator may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.
- 25.2. The Board shall make all the relevant disclosures in the Director's Report in relation to this Plan as are required under the Companies Act, 2013 and as per Regulation 14 of SEBI Regulations.
- 25.3. The Company shall follow and confirm applicable accounting policies as per applicable laws and as per Regulation 15 of the SEBI Regulations.

26. MODIFICATION OF PLAN

- 26.1. The Board and/or the Administrator may, subject to a special resolution passed by the members of the Company at any time and Applicable Laws:
- i. Revoke, add to, alter, amend or vary all or any of the terms and conditions of this Plan or all or any of the rights and obligations of the Grantee/ Beneficiary;
 - ii. Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the Grantee/ Beneficiary. Each of such set of special terms and conditions shall be restricted in its application to those Grantee/ Beneficiary;
 - iii. Formulate separate sets of special terms and conditions in addition to those set out herein, to apply to each class or category of Grantee/ Beneficiary separately and each of such set of special terms and conditions shall be restricted in its applications to such Grantee/ Beneficiary;
 - iv. Alter the Exercise Price, if the Option becomes unattractive due to fall in market price of the Shares. Provided that no variation, alteration, addition or amendment to this Plan can be made if it is detrimental to the interests of the Grantee/ Beneficiary and the approval of the shareholders by special resolution in the General Meeting has been obtained.



26.2. Subject to this Plan, may by special resolution in a General Meeting vary the terms of the Plan offered pursuant to an earlier resolution of the general body but not yet exercised by the Employee provided such variation is not prejudicial to the interests of the Employees.

26.3. Notwithstanding the provisions of Clause 26.1, a company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by special resolution such that they are not detrimental to the Eligible Employees.

27. MISCELLANEOUS PROVISIONS

27.1. No right to a Grant: Neither the adoption of this Plan, nor any action of the Board and/or the Administrator shall be deemed to give an Employee any right to be granted an Option to acquire Shares or to any other rights hereunder except as may be evidenced by a Letter of Grant, and only to the extent of and on the terms and conditions expressly set forth therein, or in this Plan as the case may be.

27.2. No employment rights conferred: Nothing contained in this Plan or in any Grant made hereunder shall (i) confer upon any Employee any right with respect to continuation of employment with the Group, or (ii) interfere in any way with the right of the Group to terminate his employment at any time.

The rights granted to a Grantee upon the Grant of an Option shall not afford the Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any present or past member of the Group for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

Transfer or Deputation: In the event a Grantee is transferred or deputed to a Group company, prior to Vesting or Exercise, the Vesting and/or Exercise as per the terms of Grant shall continue in case of such transferred or deputed Grantee even after the transfer or deputation, subject to the internal policies of the respective Group companies.

27.3. Adherence to Applicable Laws: The Grantee/ Nominee shall comply with all Applicable Laws.

27.4. This Plan shall not confer on any person any legal or equitable rights against (including the Board and/or the Administrator and/or the Trust and/or the Trustees) directly or indirectly or give rise to any cause of action at law or in equity against (including the Board and/or the Administrator and/or the Trust and/or the Trustees).

27.5. The Company shall bear the costs of establishing and administering this Plan, including any costs of auditors or any independent financial adviser in relation to the preparation of any confirmation by them or provision of any other service in relation to this Plan.

27.6. The Grantee shall comply with the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, as amended from time to time, to the extent applicable, or other applicable regulations notified in accordance with Applicable Laws as well as any code of conduct or such similar policy or procedure or system formulated or adopted by the Board and communicated to the Grantee from time to time. Any violation of the Applicable Laws or code of conduct may result in cancellation of all Vested and



Unvested Options as well as subject the Grantee to disciplinary action at the discretion of the respective Group Company.

- 27.7. The acceptance of the Grant is entirely voluntary and (including the Board and/or the Administrator) does not guarantee any return on Shares or Options.
- 27.8. 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.
- 27.9. Inability to obtain authority: The inability of Administrator/ Trust to obtain authority from any regulatory body having jurisdiction over the Company/ Trust, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company / Trust of any and all liability in respect of the failure to transfer or sell such Shares.
- 27.10. No member of the Board may act upon matters under this Plan specifically relating to such member of the Board.
- 27.11. In the event of dissolution or liquidation of the respective Group company subject to Applicable Laws, may notify each Employee as soon as practicable prior to the effective date of such proposed event. The Company, at its discretion, may provide for an Employee to have a right to Exercise his / her Option prior to such event taking place on such terms and conditions as may be approved and all the Options which are not Vested shall lapse and rights there under shall extinguish.

28. SET-OFF

- 28.1. It is the Trust's obligation to convey to the Grantee/ Nominee that the Shares shall be subject to set off or counterclaim of amounts owed by the Grantee/ Nominee to /Subsidiary Company and/or the Trust, to the extent permitted under Applicable Laws.

29. SEVERABILITY

- 29.1. If any of the provisions mentioned in this Plan are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by Applicable Laws.

30. CONFIDENTIALITY

- 30.1. The Grantee specifically confirms and covenants to that the Grantee is aware that the information regarding his/her ESOP entitlements to this Plan is strictly confidential and that the Grantee cannot reveal/share the information with any of his/her peers, colleagues, co-Employees or with any Employee and/ or associate of or Holding Company or Subsidiary Company or any other company. In case Grantee is found in breach of this Confidentiality Undertaking, has an undisputed right to forfeit the Options granted and all Vested Options and Unvested Options shall stand cancelled immediately. The decision and judgment of the Company, regarding breach of this confidentiality undertaking shall be final and binding upon the Grantee.
- 30.2. "Confidential Information" includes all trade related information, trade secrets, and privileged information, customer information, employment related information, strategies, administration,

research in connection with the Group and commercial, legal, scientific, technical data that are either provided to or made available to the Grantee by or developed by the Grantee to facilitate his/her work or that the Grantee is able to know or has obtained access to, by virtue of his/her employment or position with the Company, as the case may be. To illustrate, the following is an indicative list of Confidential Information: -

- a) computer programs, inventions, samples, designs, drawings, machines, tools, photographs, source codes, object codes, methods, concepts, formulas, algorithms, processes, technical specifications, analyses, discoveries, improvements, marketing methods, manufacturing processes, research and development information.
- b) organizational matters, business plans, company policies, sales forecasts, employee and personnel information (including information pertaining to their terms of employment, experience, contact details, appraisals, performance, competencies, specialized skills / expertise, medical information, etc.).
- c) non-public financial information relating to or Promoters of the Group including their financial results for any period.
- d) business plans of or Promoters of the Group including its monthly reports and estimates.
- e) Current and prospective customer lists and information on customers and their Employees.
- f) Information relating to existing and potential intellectual property of or Promoters of the Group.
- g) Dividend policy of or Promoters of the Group including the intended declaration of dividend.
- h) Issue of Shares of or Promoters of the Group by way of public offers, rights issues, bonus issue, employee stock options.
- i) Major expansion plans or execution of new projects including information concerning amalgamations, mergers, acquisitions and takeovers being planned or contemplated by or Promoters of the Group and information concerning the purchase of major equipment or property and the disposal of any undertakings of or Promoters of the Group.
- j) Information relating to the Group or Promoters of the Group regarding acquisition or loss of significant contracts, significant disputes with major suppliers, consumers or any Governmental or regulatory agency.
- k) Any information that may affect the earnings/ profitability of or Promoters of the Group.
- l) Any other change in policies, plans or operations of or Promoters of the Group.

30.3. In furtherance of this Plan, the Grantee confirms that:

- i. the Grantee shall not engage himself / herself in activities that have or will have an adverse impact on the reputation of or Promoters of the Group.
- ii. while during employment with the Group, the Grantee shall engage exclusively in the work assigned by and shall not take up any independent or individual assignments, whether the same is part time or full time, (in an advisory capacity or otherwise) and whether directly or indirectly.
- iii. the Grantee shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities which are or shall be (in the sole opinion of the Board) in conflict with the interests of or Promoters of the Group.
- iv. in consideration of the Options granted to the Grantee, as also, opportunities, training and access to new techniques and know-how that has been made available to the Grantee, the Grantee shall also strictly abide by any and all of the terms of the employment applicable to the Grantee.
- v. the Grantee shall maintain secrecy and confidentiality of all Confidential Information and shall not use or divulge or disclose any such Confidential Information except as may be required under any obligation of law (subject to obtaining the consent of) or as may be required by the respective Group company.

- vi. the Grantee understands that the Grant of the Option is limited only to the Shares of the Company and the Grantee shall have no recourse to the shares of any other company in any manner whatsoever.
- vii. the Grantee understands that “Confidential Information” means any or all information about or Promoters of the Group that satisfies one or more of the following conditions:
 - a) such information which has not been made generally available to the public, save and except for information disclosed to the public with its consent; or
 - b) such information which is critical, in its opinion, to its current or anticipated business activities or those of its customer or supplier or associate or channel
 - c) such information which either has been identified as confidential by it (either orally or in writing) or has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or
 - d) such information which either is of a nature that it gives a distinct edge to the it over competition when not shared with the competition, or is likely to give any advantage to the competition or any other organization / person / group of persons when shared with the organization / person / group of persons; or
 - e) such information which is required to be kept confidential by any requirement of law.

31. SCHEMES IMPLEMENTED PRIOR TO IPO

The shares arising after the IPO of the Company, out of options granted if any under this Plan prior to its IPO to the employees, shall be listed immediately upon exercise on all the recognised stock exchanges where the shares of the Company will be listed subject to compliance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and wherever applicable, sub-regulation (1) of regulation 12 of these regulations.

32. Conversion of Company and Continuity of Plan

Notwithstanding the conversion of the Company from a private limited company to a public limited company, the approval of this Plan by the shareholders shall remain in full force and effect. The Plan shall continue to operate under the same terms and conditions as originally approved, without necessitating a separate resolution or re-approval from the shareholders upon such conversion. The Company shall undertake all necessary amendments to the ESOP documentation to accurately reflect the new corporate identity and legal status. Such amendments, including the substitution of the Company's name and any other requisite modifications, shall be deemed to have retrospective effect from the effective date of the conversion. The rights, duties, and obligations of all parties under the Plan shall remain unimpaired and fully enforceable, subject to compliance with applicable laws and regulations. The Company shall ensure the uninterrupted administration and execution of the Plan provisions.



Appendix 1
LETTER OF GRANT

Date: [Grant Date]

Dear [Employee Name],

[Employee Code]

Pursuant to the terms of e2E Rail Employee Stock Option Plan 2024" ("ESOP Plan-2024" or "Plan"), the Board of Directors and/or the Administrator of E To E Transportation Infrastructure Private Limited ("Company") is pleased to offer you [●] number of Options of the Company which shall Vest in accordance with the details provided below:

Grant Date	[Grant Date]		
No. of Options Granted	[Options Granted]		
Cliff	12 Months		
Periodicity	[Vesting Periodicity]		
Vesting Period	48 Months/ lower period		
Exercise Price per Option	[●] /-		
Vesting Schedule	Date	Total Number of Options Vested	
	[●]	[●]	

Subject to the fulfilment of vesting conditions specified in the Plan, each Option entitles you to apply for and be transferred 1 (one) fully paid-up Share of the Company at the Exercise Price, during the Exercise Period. Accordingly, Vested Options may be exercised during the Exercise Period, or such other period as may be specified under or pursuant to ESOP Plan-2024.

The Options offered to you herein are subject to the terms and conditions specified in ESOP Plan-2024 and any other documents that are made pursuant to the said Plan. You may be required to execute further documents/agreements pursuant to the Plan. Further, capitalized terms specifically not defined herein shall have the meaning ascribed to such terms in ESOP Plan-2024.

You will be receiving access to the ESOP portal shortly. The portal will also have the Plan for your reference. Please login using your official email and accept the grant by agreeing to the terms and conditions of the grant within 30 (thirty) days from the date of receipt of this Letter of Grant i.e., [Grant Date]. If you do not accept the grant within this period, the grant will lapse.

All taxation of your income resulting from the Plan shall be for your account and no assurance or advice has been provided by the Company with respect to tax.

This notice and the Plan, along with the documents envisaged therein, constitute the entire agreement between you and the Company in connection with the Grant of Options and supersede



all previous communication or commitments made to you, whether in writing or otherwise, on this matter.

Yours sincerely,

For, [●]

Authorised signatory

Encl: As above

CC:

The Trustees

[●] Employees Welfare Trust



LETTER OF ACCEPTANCE

Date:

[●] – Trustee for [●] Employees Welfare Trust

[Address of ESOP Trust]

Dear Sir(s),

This refers to your Letter of Grant dated [Grant Date] offering me Options under ESOP Plan-2024. Capitalized terms specifically not defined herein shall have the meaning ascribed to such terms in ESOP Plan-2024.

I accept the above offer to participate in the Plan. Further, I declare and accept that:

1. I have been provided with a copy of the Plan and I have read and understood the provisions of the Plan and disclosures in the disclosure documents in their entirety. I agree to abide by the terms and conditions set out in the Plan.
2. The Grant of Options is of an occasional and extraordinary nature and constitutes a gratuitous and discretionary act by the Company and Subsidiary Company. Consequently, no benefit derived from the Options granted under the Plan, or any further offer, forms or shall form a part of my normal, habitual or expected remuneration.
3. The Grant of Options under the Plan does not guarantee any entitlement to any future Grant of Options under the Plan.
4. I hereby accept that no Shares/ sale proceeds therefrom, as the case may be, shall be transferred/disbursed to me or my Beneficiary, on Exercise of the Options under the Plan unless appropriate levies/ taxes/ contributions/payments are recovered from me.
5. I will not carry on or engage directly or indirectly, whether through partnership or as a Shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise any business which competes directly or indirectly with the whole or any part of the business of or any other business carried on by the Company/ Subsidiary Company.

I hereby accept:

The Letter of Grant dated [Grant Date] and Options granted therein, under the [●] Employee Stock Option Plan 2024.

Date:

Signed by the Grantee: