

FRACTAL ANALYTICS LIMITED

(Formerly known as 'Fractal Analytics Private Limited')

2007 FRACTAL EMPLOYEES STOCK OPTION PLAN

*The 2007 Fractal Employees Stock Option Plan has been adopted by the board of directors of the Company (the "**Board**") at its meeting held on May 21, 2007, and pursuant to a special resolution passed by the shareholders of the Company on February 11, 2008. The Plan / Fractal ESOP is effective from May 21, 2007, and shall remain in full force and effect until December 31, 2034 unless terminated or extended up to a later date by the Board and shareholders of the Company in accordance with Applicable Laws. The Board has delegated certain powers and functions in respect of the Fractal ESOP to the Nomination and Remuneration Committee (as defined below) and may also delegate such powers and functions to any other committee of the Board as it may deem fit subject to Applicable Law.*

*Further, the Board in its meeting held on March 6, 2012 and the shareholders of the Company at their extra-ordinary general meeting ("**EOGM**") held on June 22, 2012 respectively, authorised the Board to issue stock option(s), carrying 1% (one per cent) voting rights (1 voting right per 100 (one hundred) Class "A" Equity Shares of Rupee 1 (one) each) not exceeding 15% (fifteen per cent) of the paid-up capital of the Company at any point in time, under one or more employee stock option scheme/s. Further, the shareholders in the aforementioned meeting also authorised the conversion of the existing stock options, upon their Exercise, into Class "A" Equity Shares. In order to give effect to the foregoing, and to give effect to the other consequential changes in the Plan, as authorised by the shareholders at the foregoing EOGM requisite amendments / modifications were made to the Plan. The Plan amended/modified as above has been adopted by the Nomination and Remuneration Committee in its meeting held on June 22, 2012.*

Further, the Board in its meeting held on June 18, 2013 and the shareholders of the Company, in its meeting held on June 18, 2013, resolved that stock option(s) Granted pursuant to the Plan will, upon Exercise, within the Exercise Period (as defined below), be converted into Equity Shares of Re.1 (Rupee one) each of the Company and further that the Exercise Period of the stock option(s) Granted under the Plan will stand increased from 5 (five) years to 10 (ten) years from the date of each Vesting.

In order to give effect to the foregoing resolutions and other consequential changes to the Plan requisite amendments/ modifications to the Plan were adopted by the Nomination and Remuneration Committee in its meeting held on June 18, 2013.

*The Act, in force from April 1, 2014, has stipulated new rules for Grant of employees stock options by unlisted companies, including private companies, more particularly rule 12 of the Companies (Share Capital and Debenture) Rules, 2014 ("**Rules**"). In order to comply with the Act and the Rules, the Board in its meeting held on August 6, 2014, and shareholders in their meeting held on August 8, 2014 respectively, approved the amendment / modification of the Fractal ESOP in accordance with the Act and the Rules, with effect from April 1, 2014. Such amendment/modification was adopted by the Nomination and Remuneration Committee in its meeting held on August 8, 2014.*

The Fractal ESOP was initially valid for a period of 10 years from May 21, 2007 unless extended by the Board prior to its termination subject to any necessary approvals. Pursuant to a resolution dated May 15, 2017, of the board of directors, the validity of the Fractal ESOP was extended for a further period of 5 years, up to May 21, 2022 and thereafter extended for up to December 31, 2034, unless terminated earlier or extended to a later date by the board of directors and shareholders in accordance with Applicable Laws.

Accordingly, the Fractal ESOP shall remain in full force and effect until December 31, 2034 unless terminated or extended up to a later date by the Board in accordance with Applicable Laws.

Pursuant to its resolutions dated May 15, 2017, the Board approved certain amendments to the Fractal ESOP (subject to approval of the shareholders) including in respect of compliance with amendments made to the Companies (Share Capital and Debentures) Rules, 2014 and certain other clarifications and amendments to allow for additional benefits under the Fractal ESOP to be provided to employees in exceptional circumstances on a case-by-case basis. Such amendments to the Fractal ESOP were approved by the shareholders of the Company pursuant to special resolutions passed at an extra-ordinary general meeting held on June 22, 2017. For the avoidance of doubt, all Options Granted, Vested or Exercised under the Fractal ESOP after May 21, 2017, and prior to the date of such extra-ordinary general meeting continue to be valid with respect to such Grant, Vesting or Exercise, as applicable.

Pursuant to its resolutions dated February 14, 2019, the Board approved certain amendments to the Fractal ESOP (subject to approval of the shareholders) to provide for cash settlement of Options Vested and extension of time period for exercise of stock options in case of resignation of employees. Such amendments to the Fractal ESOP were approved by the shareholders of the Company pursuant to special resolutions passed at an extra-ordinary general meeting held on February 15, 2019.

Pursuant to its resolutions dated December 21, 2020, the Board approved amendments to the Fractal ESOP (subject to approval of the shareholders) to allow for additional benefits to be provided to employees and to provide for certain other clarifications and changes. Such amendments to the Fractal ESOP were approved by the shareholders of the Company pursuant to special resolutions passed at an annual general meeting held on December 30, 2020..

Thereafter, the Board at its meeting held on April 25, 2022, approved the amendment to the Fractal ESOP for giving effect for amendment in clause relating to Bonus issue. Such amendment to the Fractal ESOP were approved by the members of the Company by special resolution passed at the extra-ordinary general meeting (Serial No.: 01/2022-23) held on April 26, 2022.

Further, the Board at its meeting held on June 22, 2022, approved the validity of the Fractal ESOP was extended for a further period of up to December 31, 2034, unless terminated earlier or extended to a later date in accordance with Applicable Laws.

Further, the Board at its meeting held on August 1, 2025, approved the amendment to the Scheme in order to ensure compliance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021. Such amendment to the Scheme were approved by the members of the Company pursuant to a special resolution passed at the extra-ordinary general meeting of the members of the Company held on August 8, 2025. The Board reserves the right to further amend any terms of the Scheme subject to Applicable Law.

The Fractal ESOP, as modified and adopted as above, is as under:

1. Short Title, Applicability and Term

This scheme may be called the "**2007 Fractal Employees Stock Option Plan**" ("**Fractal ESOP**" or "**Plan**"). The Fractal ESOP has been approved by the Board and the shareholders of the Company and is effective from May 21, 2007 ("**Effective**

Date").

Under the Fractal ESOP, Eligible Employees (as defined below) may be Granted (as defined below) Option(s) to purchase Shares (as defined below) in the manner and in the terms and conditions set out herein and under the Grant Certificate. The Plan / Fractal ESOP is effective from May 21, 2007, and shall remain in full force and effect until December 31, 2034 or its termination or extension up to a later date by the Board and shareholders in accordance with Applicable Laws.

2. Purpose of Plan

The purpose of the Plan is to retain employee talent by entitling Eligible Employees to added incentives for high levels of performance and to strengthen interdependence between individual and organizational prosperity.

3. Definitions and Construction

Whenever used herein, the following terms shall have their respective meanings set forth below, unless the context requires otherwise. The words and phrases defined within the body of this Fractal ESOP shall have the meaning ascribed to them at the relevant place and the terms not defined in the Plan shall have the meaning as defined in Securities Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 or in any statutory modifications or re-enactments thereof, or any Applicable Law, as the case may be:

- 3.1 **"Companies Act"** means the Companies Act, 2013, and the rules made, and notifications issued thereunder, as amended from time to time or the Companies Act, 1956, and the rules made or notifications issued thereunder, as applicable from time to time.
- 3.2 **"Applicable Laws"** means the applicable laws relating to employee stock options, including, without limitation, the Companies Act, read with the Companies (Share Capital and Debenture Rules), 2014, as amended, the SEBI ESOP Regulations and includes any statutory modifications or re-enactments thereof, and all relevant tax, securities, exchange control or corporate laws of India including any enactment, re-enactment, amendment, modification, or alteration thereof.
- 3.3 **"Board"** means the board of directors of the Company.
- 3.4 **"Cause"** in relation to an Eligible Employee shall have the meaning as ascribed to it in Schedule A .
- 3.5 **"Company"** means Fractal Analytics Limited, a company incorporated under the Companies Act, 1956 and currently, having its registered office at 7th floor, Commerz II, International Business Park, Oberoi Garden city, off Western Express Highway, Goregaon (East), Mumbai 400 063, Maharashtra, India, or such other place considered as registered office from time to time in accordance with Applicable Laws, or any of its successors and assigns.
- 3.6 **"Director"** means a director on the Board.
- 3.7 **"Employment Agreement"** means the agreement executed by or any offer letter or appointment letter issued to the Eligible Employee with or by the Company or Subsidiaries, as the case may be.

- 3.8 **"Eligible Employee"** means an Employee who qualifies for issue of Options under this Plan by fulfilling the conditions as decided by the Board or the Nomination and Remuneration Committee.
- 3.9 **"Employee"** means:
- (i) an employee as designated by the Company, who is exclusively working in India or outside India; or
 - (ii) a Director of the Company, whether a whole-time director or not, including a non-executive Director who is not a promoter or member of the promoter group, but excluding an independent director; or
 - (iii) an employee as defined in sub-clauses (i) or (ii), of a group company including a Subsidiary or its associate company, in India or outside India, or of a holding company of the Company (if any), 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 10% of the outstanding equity shares of the Company;
- 3.10 **"ESOP"** means an Option/ right, and not an obligation, granted by the Company under this Plan to the Eligible Employees which entitles the Optionee to purchase or subscribe the Shares of the Company at a future date at a pre-determined price.
- 3.11 **"Exercise"** means the making of an application, called the Exercise Application, by the Optionee to the Company, for the issue of Shares against the Option(s) Vested in him or her in pursuance of and in accordance with the Fractal ESOP, together with the required payment, at the same time, of the applicable Exercise Price and submission of any related documentation that the Company may require in connection with such payment.
- 3.12 **"Exercise Application"** means a written notice (including in electronic form) in the form of the 'ESOP Exercise Application Form' or such other form approved by the Board or the Nomination and Remuneration Committee informing the Company of the irrevocable Exercise of Option(s).
- 3.13 **"Exercise Period"** means the period of 10 (ten) years from the date of each Vesting of an Option(s) (or such longer period as may be extended / determined on a case-by- case basis by the Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP from time to time, provided for the avoidance of doubt that for such extension / determination, an amendment of the Fractal ESOP shall not be required) within which period, the Optionee can Exercise the right to apply for Shares against such Option(s) Vested in him or her pursuant to the Fractal ESOP.
- 3.14 **"Exercise Price"** means the price, if any, payable by the Optionee for Exercising the Option(s) Granted to him or her in pursuance of the Fractal ESOP.
- 3.15 **"FMV"** means, as of any date, the fair market value of a Share as determined by the Board / Nomination and Remuneration Committee / any other committee to which the

Board has delegated any powers and functions in respect of the Fractal ESOP, at its discretion, or by the Company, at its discretion and in the manner as they deem fit.

- 3.16 **"Grant"** means the grant of Option(s) to Eligible Employees under this Fractal ESOP.
- 3.17 **"Grant Certificate"** means a stock option certificate or any other equivalent document issued to or executed with an Eligible Employee (including a duplicate certificate or other equivalent document that may be issued by the Company to the employee in the event of loss or destruction of the original), inter alia evidencing the number of Options Granted, and the Exercise Price, the Vesting Schedule, in a form as adopted or modified by the Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, as the case may be, from time to time.
- 3.18 **"Nomination and Remuneration Committee"** means a committee of Directors, as may be constituted in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI ESOP Regulations and Applicable Laws and authorised by the Board, to, *inter alia*, from time to time: (i) select the Eligible Employees to whom Stock Options are to be Granted from time to time; (ii) Grant stock options to Eligible Employees, pursuant to necessary approvals obtained from the Board and/or shareholders, as applicable, and from time to time; (iii) determine the Exercise Price of the Options Granted in accordance with ESOP Plan; (iv) process and approve the Exercise Application, and underlying documents, as may be received from the Eligible Employees for Exercising the Vested Option(s); (v) issue and deliver necessary share certificate(s) to the Eligible Employees, from time to time; (vi) determine the terms and conditions of the Plan in detail including provisions as specified in the SEBI ESOP Regulations (including under Part B of Schedule I of the SEBI ESOP Regulations); and (vii) do such other acts, deeds and things on behalf of the Board, as may be necessary and expedient, including in order to ensure compliance with Applicable Laws.

It is hereby clarified for the avoidance of doubt that (i) the Board may exercise the powers and functions mentioned hereinabove including but not limited to in the event a Nomination and Remuneration Committee is not constituted or is dissolved; and (ii) the Board may so authorize any other committee and decide the terms of reference of such committee from time to time to exercise such powers and functions in accordance with Applicable Laws.

- 3.19 **"Options/Options Granted"** means options Granted to an Eligible Employee which gives a right to purchase the Shares or subscribe at a future date, on the terms and conditions of this Fractal ESOP and as evidenced by the Grant Certificate.
- 3.20 **"Options Vested"** means Options Vested in an Eligible Employee on the terms and conditions of this Fractal ESOP in accordance with the Vesting Schedule as evidenced by the Grant Certificate in respect of which the Eligible Employee is entitled to make an application for Exercise under this Fractal ESOP.
- 3.21 **"Optionee"** means the Eligible Employee who holds outstanding Option(s) Granted pursuant to this Fractal ESOP.
- 3.22 **"Permanent Incapacity"** means, with respect to a person, a physical or mental impairment of sufficient severity that, in the opinion of the Company and as determined by a medical practitioner approved by the Company, the person suffering from such impairment is unable to continue performing the duties he or she had performed before such impairment.

- 3.23 **"SEBI ESOP Regulations"** shall mean Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended from time to time.
- 3.24 **"Shares"** means Equity Shares of Rupee 1 (one) each of the Company or such other class of Shares or securities of the Company convertible into equity shares, as shall be determined by the Board and/or the Company, at their discretion.
- 3.25 **"Subsidiary/Subsidiaries"** shall have the meaning prescribed under the Companies Act.
- 3.26 **"Unvested Option"** means Option(s) in respect of which the Vesting conditions have not been satisfied and as such the Optionee has not become eligible to Exercise the Option(s).
- 3.27 **"Vesting"** means the process by which the Optionee becomes entitled to apply for Shares of the Company against the Option(s) Granted to him in pursuance of this Fractal ESOP, and the terms "Vest" and "Vested" shall be construed accordingly.
- 3.28 **"Vesting Period"** means, in relation to each Option, the period commencing from the date of Grant of Options until date of Vesting, as stipulated in the Grant Certificate and which shall not be less than 1 (one) year from the date of Grant of Option(s) to the Optionee or subject to such other vesting period as may be prescribed under the Companies Act.
- 3.29 **"Vesting Schedule"** means the schedule of dates for Vesting of the Options Granted to an Eligible Employee under this Fractal ESOP, and as specified in the Grant Certificate issued to such Eligible Employee.

4. Administration and Interpretation

Subject to the provisions of the Companies Act, the Fractal ESOP will be administered and implemented through the Nomination and Remuneration Committee, whose construction and interpretation of the terms and provisions of the Plan shall be final and conclusive and in furtherance of the above.

The Nomination and Remuneration Committee shall also formulate suitable policies and procedures to ensure that there is no violation of Applicable Laws including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, each as amended, in relation to this Plan by the Company and the Employees, as may be applicable.

5. Eligibility and Basis of Grant

The Fractal ESOP shall apply to all Eligible Employees. The Nomination and Remuneration Committee shall have the power and absolute discretion to select the Eligible Employees to whom Option(s) are to be Granted from time to time under this Fractal ESOP. The Nomination and Remuneration Committee shall determine the classes or categories of Eligible Employees who would be entitled to participate in this Fractal ESOP and select Eligible Employees for the Grant of Option(s) from time to time based on factors such as the performance potential for future contribution to the Company or its Subsidiaries as the case may be; the Eligible Employee's integrity;

number of employment years and any other factor/s as deemed fit. The Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, may Grant such Option(s) to Eligible Employees), as may be determined by the Board or such committee and/or shareholders, as applicable, from time to time.

The Grant of Option(s) does not obligate the Company, or its Subsidiaries to continue the Eligible Employee's employment or office with the Company or its Subsidiaries, as the case may be.

6. Shares Subject to Plan

Pursuant to the requisite resolutions passed by the members at their extra-ordinary general meetings, the maximum aggregate number of Shares, in respect of which the Option(s) may be Granted, under the Fractal ESOP, to Eligible Employees, convertible into Equity Shares, shall not exceed 15% (fifteen per cent) of the paid-up capital of the Company at any point in time, in one or more tranches, and the Option(s) may be Granted on such terms and conditions as may be fixed or determined by the Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP in accordance with the provisions of the Applicable Law; and each Option would be exercisable for 1 (one) Equity Share of a face value of Rupee 1 (one) each fully paid-up on payment of the requisite Exercise Price to the Company.

It is hereby clarified that all Options under this Fractal ESOP have been Granted and no further Grant of Options shall be undertaken under this Fractal ESOP.

Any Grant of Options (i) to the Employees of its Subsidiaries or associate companies (if any); and/ or (ii) to identified Eligible Employees equal to or exceeding 1% (one per cent) of the issued capital of the Company, during 1(one) year, will be subject to necessary approvals from the shareholder of the Company as per Applicable Laws including the SEBI ESOP Regulations.

7. Terms and Conditions of the Option

7.1 *Grant of the Option*

7.1.1 Pursuant to the terms and conditions of this Fractal ESOP, the Company has agreed to Grant to the Eligible Employees, Option(s) to purchase Shares (being equal in number to the number of Options that are Exercised) at the Exercise Price determined by the Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, in accordance with this Fractal ESOP and as stipulated in the Grant Certificate, read with the Grant Certificate. Further, the Company shall make all appropriate disclosures in writing to Eligible Employees required under Applicable Laws including as specified in Part G of Schedule I of the SEBI ESOP Regulations

7.1.2 The Options so Granted shall Vest and be Exercisable as per the Vesting Schedule provided in the Grant Certificate, and such Vesting may be accelerated in certain special cases as stipulated in Clause 7.2 below.

7.2 *Vesting of the Option*

The Option(s) Granted to the Eligible Employees shall Vest in accordance with the Vesting Schedule stipulated under the Grant Certificate. The Eligible Employees shall become eligible to Exercise the Options Vested as per the Vesting Schedule from the date of each Vesting. The Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP may, at its discretion and on a case-by-case basis, provide for accelerated Vesting whereby the date of Vesting is advanced to a date that is prior to the original date of Vesting as provided for in the Grant Certificate, amendments thereof or otherwise with respect to the Options granted to the Optionee, and may Grant to such Optionee the right to Exercise the Option under such accelerated Vesting provision, subject to Applicable Laws, provided that in no event shall the Vesting Period pursuant to such accelerated Vesting be shorter than the minimum Vesting Period permitted under Applicable Laws. Until the expiry of the Vesting Period, the Eligible Employee is not entitled to apply for conversion of the Options into equal number of Shares.

Provided further that in the event of death or permanent incapacity of an Employee, the minimum Vesting Period of 1 year shall not be applicable and in such instances, the options shall vest in terms of Clause 7.6.4 and 7.6.5 mentioned below, on the date of the death or permanent incapacity. Further, the Company shall frame an appropriate policy with respect to the death or permanent incapacity of an Employee, subject to compliance with Applicable Laws.

Provided further that in case where Options are Granted by the Company under this Fractal ESOP in lieu of options held by a person under an employee stock option scheme in another company ("**Transferor Company**") which has merged, demerged, arranged or amalgamated with the Company, the period during which the options granted by the Transferor Company were held by him may be adjusted against the minimum Vesting Period required.

7.3 **Exercise of the Option**

The Option(s) Granted may be Exercised by the Eligible Employees as per the Vesting Schedule before lapse or expiry of Options Granted, as per Clause 7.4 below and upon compliance of each of the following terms and conditions:

- 7.3.1 The Option(s) may be Exercised only in respect of those Shares in which the Employee's Options have Vested pursuant to the Grant Certificate, and for which no prior Exercise has been made.
- 7.3.2 The Option(s) may be Exercised only for a whole number of Shares and within the applicable Exercise Period specified in the Grant Certificate.
- 7.3.3 The Company shall receive written notice in the form of the Exercise Application informing the Company of the irrevocable Exercise of the Option(s) ("**Exercise Application**") and specifying the number of Options Vested that are being Exercised and the number of Shares (being equal in number to the number of Options Vested that are being Exercised) to be issued to the Optionee pursuant to such Exercise ("**Purchased Shares**"), along with submission of any related documentation that the Company may require in connection with such Exercise of Options by the Eligible Employee.
- 7.3.4 The Exercise Price shall be determined in accordance with Clause 10 herein below read with Clause 3.14.

7.3.5 The Company shall receive payment for the aggregate Exercise Price and any withholding taxes for the Purchased Shares on the day of Exercise of the Option(s) by any of the following methods, at the discretion of the Optionee, and the Optionee may be required to provide any documents that the Company may reasonably request in connection therewith:

- (a) by delivery of a cheque to the order of the Company, in an amount equal to the Exercise Price of such Option(s) and any withholding taxes, or
- (b) direct transfer of funds to the Company's bank account as mentioned under the Exercise Application; or
- (c) surrendering Shares then issuable upon exercise of the Option valued at their FMV on the date of Exercise, in an amount equal to the Exercise Price of such Option(s) and to the extent permitted by the Nomination and Remuneration Committee, any withholding taxes. To the extent withholding taxes are not permitted to be paid herein, the Optionee shall pay such withholding taxes under (a) above; or
- (d) to the extent provided in the Grant Certificate or the Exercise Application and permissible under the applicable Companies Act, by any other means.

7.4 ***Lapse/Expiry of Options***

The Option(s) Granted to the Eligible Employees shall lapse on the expiry of Exercise Period or as per the provisions of Clause 8 of this Fractal ESOP, whichever is earlier.

The amount paid by the Employee, if any, at the time of Grant, Vesting or Exercise of Option—

(a) may be forfeited by the Company if the Option is not exercised by the Employee within the Exercise Period; or

(b) may be refunded to the Employee if the Options are not Vested due to non-fulfilment of conditions relating to Vesting of Option as per the Scheme.

7.5 ***Record of Ownership / Voting Rights, etc.***

In the event that the Optionee duly Exercises any Option pursuant to Clause 7.3 hereinabove, such Optionee shall be deemed to have become the holder on record of the Purchased Shares (and the Purchased Shares shall be deemed to have been issued) within the permissible period, after the satisfaction of all conditions set forth in Clause 7.3 hereinabove. The Optionee shall not have any right to receive dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Option(s) Granted to Optionee, till Shares are issued on Exercise of Option(s).

7.6 ***Restrictions on Transferability of Options***

The Optionee shall not sell, assign or transfer all or any portion of Optionee's interest received by Optionee in connection with the Exercise of the Option(s) unless approved by the Company or pursuant to a buy back approved by the Board and if applicable, the shareholders of the Company. Following transfer restrictions/conditions will be applicable to Eligible Employee:

- 7.6.1 The Option(s) Granted to Eligible Employees shall not be transferable to any other person and no person other than the Eligible Employees shall be entitled to the benefit arising out of such Option(s).
- 7.6.2 The Option(s) Granted to the Eligible Employees shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.
- 7.6.3 Subject to sub clause 7.6.4 below, no person other than the Eligible Employees shall be entitled to Exercise the Option(s).
- 7.6.4 In the event of the death of Eligible Employee while in employment, all the Option(s) Granted to him/her till such date shall Vest, with effect from the date of his/her death, in the legal heirs or nominees of the deceased Eligible Employee.
- 7.6.5 In case the Eligible Employee suffers from Permanent Incapacity while in employment, all the Option(s) Granted to him/her as on the date of permanent incapacitation, shall Vest in him/her on that day.
- 7.6.6 If any Options are Granted to a Director, who is an employee of an institution and has been nominated by the said institution, the Options cannot be renounced in favour of the institution nominating him and must be specified in the contract, agreement or such other document as may be entered between the institution nominating its employee as the director of the Company and Director. The Grant of Options to a Director nominated by the said institution shall be subject to, contract, agreement or other document entered between such institution and Director, specifying whether the Options Granted by the Company can be accepted by the said employee in his capacity as Director of the Company.

7.7 **Bonus Issue**

In the event of a bonus issue of Shares being made by the Company the Exercise Price in respect of original Options(s) and Bonus Options(s) shall be suitably adjusted so that Optionee shall not be prejudicially impacted. For the purpose of the Vesting Period and Exercise Period, the Bonus Options will be treated on par with the original Option(s).

Same shall apply *mutatis mutandis* as regards to Vested but unexercised Option(s).

If as a result of allotment of any bonus Shares any fractions arise, the Company shall not issue the fractions to the Optionees in respect of the fractional entitlements, but shall consolidate the fractions and sell the Shares arising out of consolidation of fractions in the market and distribute the net sale proceeds thereof to the concerned Optionees in proportion to their fractional entitlements.

For the purpose of this Clause 7. 7, "Record Date" shall mean the date fixed by the Board for determining the shareholders who are eligible for bonus Shares or rights Shares as the case may be.

7.8 **Cash settlement of Vested Options**

Notwithstanding anything in the Fractal ESOP, the Board shall, at its sole discretion, without any obligation, have the right to offer the Optionee, on behalf of the Company,

cash settlement against the Options Vested held by such Optionee, on such terms and conditions as determined by the Board and in compliance with Applicable Laws.

The consideration for cash settlement, along with the procedure (including the group entity which shall make the payment) for such settlement of the Options Vested, shall be as determined by the Board. The said consideration shall be paid to the Optionee after deduction of applicable taxes, as determined by the Board.

To the extent unexercised Options Vested are settled by way of cash payment, all rights of the Optionee in relation to such Options Vested, including the right to exercise such Options Vested, shall be deemed to be settled and extinguished with effect from the date of receipt of the cash payment.

8. Exercise of Option(s) upon Termination of Service / Resignation / Death / Disability, etc.

8.1 Termination of Service:

If the Optionee resigns or his/her employment or office terminates or stands vacated, then on the last date of employment/office (i.e., after expiry of notice period, if any) ("**Option Expiry Date**"),

- (a) the Vested Option(s), if not Exercised by the Eligible Employee, shall automatically lapse upon (i) the expiry of 60 (sixty) days from the Option Expiry Date (and, for the avoidance of doubt, such period shall include Saturdays, Sundays and all public holidays) or such other period as may be determined by the Nomination and Remuneration Committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, on a case to case basis; or (ii) the expiry of the Exercise Period, whichever is earlier, following which the Eligible Employee shall have no right to Exercise such Vested Option(s), it being clarified that in the event that such Eligible Employee chooses to Exercise such Vested Option(s) within such time period, the procedure set out in Clauses 7.3.3, 7.3.4 and 7.3.5 shall apply to such Exercise and be required to be completed within such period, including with respect to receipt of payment of the Exercise Price for the Purchased Shares by the Company in accordance with Clause 7.3.5 above;

and

- (b) the Unvested Option(s) shall automatically lapse upon (i) the Option Expiry Date; or (ii) the expiry of the Exercise Period, whichever is earlier, following which, the Eligible Employee shall have no claim in respect of such Unvested Option(s); provided that in the event of any accelerated Vesting in connection with resignation, termination or vacation of office of an Eligible Employee in accordance with Clause 7.2 above, any Options so Vested shall be Exercised or lapsed in accordance with Clause 8.1(a) above.

8.2 Retirement/ superannuation

In accordance with the provisions of the SEBI ESOP Regulations, in case of cessation of employment due to retirement or superannuation, such Options would continue to Vest in accordance with the respective Vesting schedules even after retirement or superannuation in accordance with the Company's policies and the Applicable Laws.

8.3 **Permanent Incapacity:**

Subject to Applicable Laws, if the Optionee suffers Permanent Incapacity during the course of his employment/office, all Unvested Option(s) shall Vest as on the day of such Permanent Incapacity ("**Disability Day**"). Such Vested Option(s), including Options that had Vested earlier, may be Exercised by the Optionee within a period of 1(one) year from the Disability Day or before expiry of the Exercise Period, whichever is earlier.

8.4 **Death:**

Subject to Applicable Laws, if the Optionee's service terminates due to his/her death during the course of his/her employment/office, all Unvested Option(s) shall Vest as on the day of his/her death. Such Vested Option(s), including Options that had Vested earlier may be Exercised by the deceased Optionee's legal heirs or nominees within a period of 1(one) year from the day of such death or before expiry of the Exercise Period, whichever is earlier.

8.5 **Long Leave:**

Subject to Applicable Laws, In the event of an Optionee being on a long leave or in the event that an Optionee is deputed, transferred or on secondment with written consent of the Company/Subsidiary / associate company (if any), the Optionee will continue to hold all Vested Option(s) and can Exercise before such Vested Options lapse or expire in accordance with Clause 7.4. All Unvested Options shall Vest as per the applicable Vesting Schedule, provided that in the case of any period of unpaid leave, the Vesting Period in respect of such Unvested Option(s) shall be automatically extended by the period equivalent to the period of such unpaid leave, unless otherwise determined by the Board/ the Nomination and Remuneration Committee / any other committee any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, at its discretion.

9. **Adjustments Upon Corporate Action**

9.1 **Outstanding Option(s):**

Notwithstanding anything else contained herein, in the event of any corporate action resulting in a consolidation, reconstitution, amalgamation, arrangement, merger, demerger, sale of all, or substantially all, of the assets of the Company, spin-off or any other corporate action

- (i) the Board of the Company may, in its sole discretion, make appropriate amendments to the Plan, including changes in the number of Options, or the Exercise Price while ensuring that the total value of the Option(s) remains the same for the Optionee after the corporate action or float a new scheme/ extending the application of the existing Plan or any other fair and just mechanism, as may be deemed fit by the Board subject to and in accordance with the Applicable Laws, while striving to ensure that the interests of the Optionee are not adversely affected, or
- (ii) the board of directors of corporation assuming the obligations of the Company (or an affiliate thereof), in its sole discretion, decide that such outstanding Option(s) shall be substituted, or assumed, by the acquiring or succeeding corporation (or an affiliate thereof) by launching a new scheme or any other fair and just mechanism, as may be deemed fit by the board subject to and in

accordance with the Applicable Laws, while striving to ensure that the interests of the Optionee are not adversely affected

The Vesting Period and the life of Option(s) Granted will be left unaltered as far as possible to protect the rights of the Eligible Employees who have been Granted Option(s) under the Plan.

In the event that an Eligible Employee who has been Granted Options, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the Company, prior to the Vesting or Exercise, the treatment of Options in such case shall also be specified in such scheme of arrangement, amalgamation, merger or demerger and provided that such treatment shall not be prejudicial to the interest of the Eligible Employee.

9.2 ***Substitute Options:***

The Company may Grant Option(s) under the Fractal ESOP in substitution for Options held by employees/directors of another corporation who become Eligible Employees of the Company or any of its Subsidiaries/ associate companies (if any) as a result of a merger or consolidation of the employing corporation with the Company or its Subsidiaries, or as a result of the acquisition by the Company, or by one of its Subsidiaries/ associate companies (if any), of property or Shares of the employing corporation. The Company may direct that substitute Option(s) be Granted on such terms and conditions as the Board considers appropriate in the circumstances.

10. **Exercise Price**

10.1 ***Determination of Exercise Price:***

The Exercise Price will be as determined by the Board / Nomination and Remuneration Committee / any other committee to which the Board has delegated any powers and functions in respect of the Fractal ESOP, at the time of Grant of Option(s) subject to the compliance with applicable accounting standards and any other Applicable Laws.

10.2 ***Repricing of Options:***

The Company may reprice the Option(s) which are not Exercised whether or not they have Vested if the Plan or the Options are rendered unattractive due to the decrease in the FMV of the Shares as determined by the Board or the Nomination and Remuneration Committee, as the case maybe, provided that the Company ensures that such repricing shall not be detrimental to the interest of the Optionee and the approval of board and shareholders by way of special resolution in general meeting has been obtained for such repricing.

11. **Insider Trading**

Upon listing of the Company, the Eligible Employee 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 procedure or system formulated or adopted by the

Board and communicated to the Eligible Employee from time to time.

The Administrator shall be empowered to take any action, including disciplinary action, against an Eligible Employee in case of any violation of the Applicable Laws or code of conduct.

12. Tax Liability

- 12.1 In the event of any tax liability in respect of the Optionee, arising on account of the Grant of the Options, Exercise of Option(s), sale of Shares, cash settlement of Options Vested pursuant to Clause 7.8 above or any other event, the liability shall be that of the Optionee alone.
- 12.2 Unless required by Applicable Laws, the Company shall have no liability towards withholding and discharging the necessary taxes for the Optionee. The Company or its Subsidiaries/ associate companies (as the case may be) shall be entitled to withhold or recover the taxes levied in this regard, if any, from the Optionee
- 12.3 In the event of any tax liability in respect of the Company arising on account of Grant of Option(s), Vesting of Option(s) issuance of Shares pursuant to the Exercise of such Option(s) or cash settlement of Options Vested pursuant to Clause 7.8 above, the Optionee shall commensurately compensate the Company for any such claim or liability.
- 12.4 Exercise of Option(s)/cash settlement of Options Vested pursuant to Clause 7.8 above, will be subject to payment of applicable taxes by the Eligible Employee.

13. Severability

If any clause or sub-clause of this instrument is held by a court of competent jurisdiction to be invalid or unenforceable, such clause or sub-clause, as the case may be, shall be severed from this Fractal ESOP and the remaining clauses and sub-clauses herein shall continue to be fully effective.

14. Dispute Resolution

Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with this Fractal ESOP shall be referred to the Nomination and Remuneration Committee and shall be determined by the Nomination and Remuneration Committee, and any such determination, decision and/or interpretation by the Nomination and Remuneration Committee shall be final and binding on all persons affected thereby. The Fractal ESOP will be governed by and construed in accordance with the Applicable Laws of India. The courts of Mumbai shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Fractal ESOP and the Company and Eligible Employee shall submit themselves to the jurisdiction of the courts of Mumbai in connection with the Fractal ESOP.

15. General Risk

- (i) Participation in this Fractal ESOP shall not be construed as any guarantee of return on equity investment.

- (ii) All investments in Shares or Options on shares are subject to risk as the value of Options/Shares may go down or up. Any loss due to fluctuations in the fair market price/ fair value of the equity and the risks associated with the investments is that of the Optionee alone.
- (iii) In addition, Options/Shares are subject to the following additional risks:
 - (a) **Concentration:** The risk arising out of any fall in value of Shares is aggravated if the Employee's holding is concentrated in the equity shares of a single company.
 - (b) **Leverage:** Any change in the value of the Shares of the Company can lead to a significantly larger change in the value of the Options/Shares.
 - (c) **Illiquidity:** The Options/Shares cannot be transferred to anybody, and therefore the Employees cannot mitigate their risks by selling the whole or part of their Options/Shares before they are exercised.
 - (d) **Vesting:** Unless specifically provided herein, as applicable, the Options/Shares will lapse if the employment is terminated prior to Vesting. Even after the Options/Shares are Vested, the unexercised Options may be forfeited if the employment is terminated for Cause.

16. Interpretation

In the event of any inconsistency between the provisions of this Fractal ESOP and the provisions of the Employment Agreement or any other document under the Fractal ESOP, the provisions of this Fractal ESOP shall prevail. In the event of any conflict between the terms of this Scheme and any Applicable Law, including the SEBI ESOP Regulations, the provisions of the Applicable Law shall prevail.

17. Confidentiality

The Employee who holds any Option(s) / Shares under the Fractal ESOP shall not divulge the details of the Plan, and or any other document under the Fractal ESOP, and his holding to any person except with the prior permission of the Company obtained in writing.

18. Certificate from secretarial auditors

Upon Listing, the board of directors shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company certifying that the Plan has been implemented in accordance with the SEBI ESOP Regulations and in accordance with the resolution of the Company in the general meeting.

19. Disclosures

The Board of Directors shall make appropriate disclosures regarding the employee benefits and details of the Plan, as required under the Companies Act and SEBI ESOP Regulations.

20. Listing of Shares: The Shares arising after the initial public offer of the Company, out of Options Granted under this Scheme prior to its initial public offer to the Employees, shall be listed immediately upon exercise on all the recognised stock

exchanges where the Shares of the Company are listed subject to compliance with Applicable Law.

21. Variation of Terms

The Company may, pursuant to a special resolution of its shareholders:

- (a) Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Plan; and
- (b) Alter the Exercise Price of Options which have not been Exercised if such Options have been rendered unattractive due to a fall in the price of the shares in the stock market.

The Company shall not vary the terms of this Fractal ESOP in any manner which may be detrimental to the interests of the Eligible Employees, and any amendment to the Fractal ESOP shall be as per Applicable Laws. Further, the Company shall be entitled to vary the terms of this Fractal ESOP to meet any regulatory requirement without seeking shareholders' approval by special resolution.

22. Miscellaneous

- a. It is hereby clarified that, subject to compliance with Applicable Law, an Employee identified as a "promoter" or "promoter group" in the offer document filed by the Company in connection with an initial public offering, who was granted Options, under this Scheme prior to being so identified, shall be eligible to continue to hold, exercise or avail any such Option, in accordance with the terms of this Scheme, to the extent as may be permitted under Applicable Law.
- b. Titles and captions contained in this Fractal ESOP are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Fractal ESOP or the intent of any provision herein.

23. Termination

The Board may, subject to Applicable Laws, terminate this Fractal ESOP at any time without any additional compensation or consideration to the Optionees in lieu of existing Option(s) Grants, subject to obtaining requisite approvals, as required, and compliance with other conditions prescribed if any under the Applicable Laws, provided that any Options Granted prior to the date of such termination shall remain valid until their expiry or Exercise in accordance with the terms of the Fractal ESOP prior to such termination.

24. Notice

Any notices, requests, demands and other communications under this Fractal ESOP shall be sufficient if in writing and sent through e-mail or post at the last e-mail address or postal address submitted by the Eligible Employee and, in the case of the Company, at the Company's official email address or any such e-mail as may be provided in this context, to the attention of the Board. All notices or other communications sent pursuant to this Fractal ESOP shall be deemed to have been duly given or made on receipt of acknowledgement. The responsibility to inform the

Company of any change of address shall be that of the Eligible Employee and the Company shall not be responsible if the Eligible Employee does not receive any notice or other communication pursuant to this Fractal ESOP on account of failure to inform the Company of any change of address.

Schedule A

“Cause”, with respect to any Employee, means any of the following:

- (i) gross negligence or material misconduct in the performance of the Employee’s duties or willful failure by the Employee to perform the Employee’s duties with the relevant Group Company or willful failure to follow the lawful directives of the Board or the Employee’s supervisor (other than any such failure resulting from Employee’s incapacity due to physical disability or mental illness), as determined by the Board in its sole discretion;
- (ii) the Employee’s continued failure to perform the Employee’s duties to the standard required by the Employee’s Employment Agreement (or otherwise as determined by the Board), after such failure has been indicated to the Employee and the Employee has been given an opportunity to rectify such failure (including, but not limited to, the Employee being given a performance improvement plan or similar opportunity), with the terms and conditions of such opportunity determined by the Board in its sole discretion;
- (iii) the determination, in the sole discretion of the Company, made after allowing the Employee a reasonable opportunity to explain the conduct, that the Employee has engaged or is about to engage in conduct injurious to the Company or any of its Affiliates (including, without limitation, the business or reputation thereof) or that the Employee has engaged in or is about to engage in conduct that is inconsistent with the Company’s or its Affiliates’ legal or compliance policies, programs or obligations;
- (iv) the Employee being charge sheeted for, convicted for, or entry of a guilty or no contest plea by the Employee in relation to, a cognizable offence or a felony or a misdemeanor involving moral turpitude in any jurisdiction (“charge sheeted” for these purposes, means the framing of charges by a court of competent jurisdiction, and shall not include a mere allegation, complaint or the filing of a first information report);
- (v) theft, misappropriation or embezzlement of property of the Company or its Affiliates by the Employee or any act of fraud committed by the Employee;
- (vi) the Employee’s performing an act of discrimination, harassment or bullying based on race, sex, national origin, religion, gender identity, disability, age or other protected class, which, after investigation, counsel to the Company reasonably concludes has adversely affected, or would be reasonably expected to adversely affect, the business or reputation of the Company or any of its Affiliates in any material respect; and/or
- (vii) the Employee’s material breach (whether by action or failure to act) of any of the Option Holder Undertakings or any covenant contained in the Employee’s Employment Agreement, Grant Letter or any other agreement entered into with the Company or an Affiliate of the Company