



Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited) - Employee Stock Option Plan 2021

(As last amended by the shareholders' resolution dated March 2, 2024)

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1. Name, Objective and Term of the Plan

- 1.1 This Employee Stock Option plan shall be called the '**Nuvama Wealth Management Limited - Employee Stock Option Plan 2021**' (hereinafter referred to as "**ESOP 2021**" / "**Plan**").
- 1.2 The primary objective of the Plan is to retain the key talents in the leadership team of the Company by way of rewarding their high performance and motivate them to contribute to the overall corporate growth and profitability of the Company. The Company intends to use this Plan to attract and motivate key talents working with the Company. The Company views Employee Stock Options as long-term incentive tools that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future.
- 1.3 The Plan is established with effect from October 23, 2021 on which the shareholders of the Company have approved the Plan and it shall continue to be in force until (i) its termination by the Company as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for issuance under the Plan have been issued and exercised, whichever is earlier.
- 1.4 ESOP 2021 was approved by the shareholders of the Company at the extraordinary general meeting of the Company held on October 23, 2021. However, through a scheme of arrangement the Shares of the Company are listed on the recognized Stock Exchange. Therefore, it is pertinent to align the plan with the extant SBEB Regulations.
- 1.5 Consequently, pursuant to the applicable provisions of the SBEB Regulations, the Company has aligned this ESOP 2021 vide Committee resolution dated October 11, 2023.
- 1.6 The Plan was further ratified and amended by the shareholders by way of passing special resolution dated March 2, 2024

2. Definitions and Interpretation

2.1 Definitions

- i. "**Applicable Law**" means every law relating to Options, to the extent applicable, including and without limitation to the Companies Act, all relevant regulations of the Securities and Exchange Board of India particularly in connection with or after Listing, including the SBEB Regulations, all relevant tax, securities, exchange control, corporate laws, or amendments thereof including any circular, notification issued thereunder, of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares may be listed or quoted.
- ii. "**Associate Company**" shall have the same meaning as defined under Section 2(6) of the Companies Act, 2013.
- iii. "**Board**" means the Board of Directors of the Company.
- iv. "**Committee**" means the Nomination and Remuneration Committee of the Board, as constituted, or reconstituted from time to time under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and having such powers as specified under the SBEB Regulations read with powers specified in this Plan.
- v. "**Companies Act**" means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- vi. "**Company**" means "Nuvama Wealth Management Limited" (formerly known Edelweiss Securities Limited), a Company registered in India under the provisions of the Companies Act, 1956 having CIN: U67110MH1993PLC344634 and having its registered office at 801 to

804 Wing A Building No 3, Inspire BKC G Block BKC, Bandra(East) Mumbai, Maharashtra – 400 051, India.

- vii. **“Company Policies/Terms of Employment”** means the Company’s Policies for Employees and the Terms of Employment as contained in the employment letter and the Company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other Employees and customers. Policies/ Terms of Employment of Subsidiary Company(ies), Holding Company and Associate Company as regards an Option Grantee on the payrolls of such Subsidiary Company(ies), Holding Company and Associate Company shall be deemed to be “Company Policies/ Terms of Employment” for such Option Grantee.
- viii. **“Director”** means a member of the Board of the Company.
- ix. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for granting the Options to the Employees.
- x. **“Employee”** means
- (i) an employee as designated by the Company, who is exclusively working in India or outside India,
 - (ii) a Director of the Company, whether whole time director or not including a non-executive director who is not a Promoter or member of the Promoter Group, or
 - (iii) an employee as defined in sub-clause (i) and (ii) above of a Holding Company, its Subsidiary Company, its Associate Company or Group Company in India or outside India;
- but does not include**
- a. an Employee who is a Promoter or belongs to the Promoter Group;
 - b. a Director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the issued and subscribed Shares of the Company; and
 - c. a Director being an Independent Director.
- xi. **“Employee Stock Option”** means an option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date the Shares underlying the Option at a pre-determined price.
- xii. **“ESOP 2021”** means the ‘Nuvama Wealth Management Limited - Employee Stock Option Plan 2021’ under which the Company is authorized to Grant Options to the Employees.
- xiii. **“Exercise”** of an Option means expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in him, in pursuance of the Plan, in accordance with the procedure laid down by the Company for Exercise of Options.
- xiv. **“Exercise Period”** means such time period commencing after Vesting within which the Employee should Exercise the Options vested in him in pursuance of the Plan, as more particularly specified at Sub-clause 8.2 of the Plan.
- xv. **“Exercise Price”** means the price determined by the Committee as per provisions of this Plan and specified in the Grant Letter, being payable by an Employee upon Exercise of the Options vested in him in pursuance of the Plan.
- xvi. **“Grant”** means the process by which the Company issues Options to the Employees under the Plan.
- xvii. **“Grant Letter”** means the formal communication in writing as regards Grant made by the Company to the Employee containing specific details, terms and conditions of the Options.

- xviii. **“Group” or “Group Company”** means two or more companies which, directly or indirectly, are in position to-
- a) exercise twenty-six percent, or more of the voting rights in the other company; or
 - b) appoint more than fifty percent, of the members of the board of directors in the other company; or
 - c) control the management or affairs of the other company.
- xix. **“Holding Company”** means a holding as defined under sub section (46) of section 2 of the Companies Act, 2013.
- xx. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xxi. **“Listing”** means listing of the Company’s Shares on any recognized Stock Exchange(s) in India as per the Applicable Laws.
- xxii. **“Market Price”** means the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.
- Explanation:** In the case of shares are listed on more than one recognized Stock Exchange, then the Stock Exchange where the highest trading volume on the said date shall be considered.
- xxiii. **“Merchant Banker”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, who is registered under Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- xxiv. **“Misconduct”** shall include negligence, fraud, professional Misconduct, breach of trust, moral turpitude, committing or abetting any illegal activity, violating any Company Policies/Terms of Employment or any other applicable code of conduct, absence from office for a substantial period of time without any valid reason or authority, or any other actions or circumstances of similar nature as may be decided by the Committee in its absolute discretion.
- xxv. **“Option”** means Employee Stock Option within the meaning of this Plan.
- xxvi. **“Option Grantee”** means an Employee who has been granted an Option in pursuance of the Plan and having a right but not an obligation to Exercise the Options and shall deem to include nominee/ legal heir of such Option Grantee in case of death of Option Grantee to the extent provisions of the Plan is applicable.
- xxvii. **“Permanent Incapacity”** means any disability or incapacitation while in employment or service, of whatsoever nature, be it physical, mental, or otherwise, which incapacitates or prevents or handicaps an Option Grantee from performing any specific job, work or task which the said personnel were capable of performing immediately before such disablement, as determined by the Committee as per human resource policy of the Company.
- xxviii. **“Plan”** means ESOP 2021 within the meaning of this document.
- xxix. **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) regulations, 2018.
- xxx. **“Promoter Group”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) regulations, 2018,

as amended from time to time.

- xxx. **“Relevant Date”** means
- (i) in the case of grant, the date of the meeting of the committee on which the grant is made; or
 - (ii) In the case of exercise, the date on which the notice of exercise is given to the Company by the employee.
- xxxii. **“Retirement”** means Retirement as per the rules of the Company.
- xxxiii. **“SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations 2021 as amended and enacted from time to time read with all circulars and notifications issued thereunder.
- xxxiv. **“Secretarial Auditor”** means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xxxv. **“Shares”** means equity shares of the Company of face value of Rs. 10 (Ten) each fully paid-up including the equity shares arising out of the Exercise of Options granted under the Plan.
- xxxvi. **“Stock Exchange”** means the National Stock Exchange of India Limited, BSE Limited or any other recognized Stock Exchanges in India on which the Company’s Shares are listed or to be listed in future.
- xxxvii. **“Subsidiary Company”** means a subsidiary as defined under sub-section (87) of section 2 of the Companies Act, 2013
- xxxviii. **“Unvested Option”** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to Exercise the Option.
- xxxix. **“Vested Options”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to Exercise the Option.
- xl. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the Plan.
- xli. **“Vesting Condition”** means any condition subject to which the Options granted would vest in an Option Grantee.
- xlii. **“Vesting Period”** means the period during which the Vesting of the Option granted to the Employee, in pursuance of the Plan takes place.

2.2 Interpretation

In this Plan, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- b) a reference to a clause number is a reference to its sub-clauses;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender;

- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- f) The terms defined in the Plan shall for the purposes of the Plan have the meanings herein specified and terms not defined in the Plan shall have the meanings as defined in the Companies Act or Applicable Laws as the context requires. Reference to any Act, Rules, Statute or Notification shall include any statutory modifications, substitution or re-enactment thereof.

3. Authority and Ceiling

- 3.1 The shareholders of the Company have vide their resolution dated October 23, 2021 approved the Plan authorizing the Committee to Grant not exceeding [REDACTED] Options which was increased to [REDACTED] Options vide the shareholders approval dated December 16, 2022, to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than equivalent number of Shares, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided under the Plan.
- 3.2 The maximum number of Options under the Plan that may be granted to any Employee in any year and in aggregate shall not exceed [REDACTED] Options at the time of Grant of Option under the Plan.
- 3.3 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.4 Where Shares are issued consequent upon Exercise of an Option under the Plan, the maximum number of Shares that can be issued under the Plan as referred to in Clause 3.1 above shall stand reduced to the extent of such Shares issued.
- 3.5 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Plan, the maximum number of Shares available for being granted under the Plan as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (No. of Shares X Face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation. Thus, for example, if the prevailing face value of each Share is Rs. 10 per Share and the revised face value after the Share split is Rs. 5 per Share, the total number of Shares available under the Plan would be (Shares reserved at Sub-Clause 3.1 x 2) Shares of Rs. 5 each. Similarly, in case of bonus issue, etc. the available number of Shares under Plan shall be revised to restore the value.
- 3.6 Prior approval of shareholders in the general meeting shall be obtained in case the Grant of Options to any identified Employee is equal to or more than 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.
- 3.7 Prior approval of shareholders in the general meeting by passing special resolution shall be obtained in case Options shall be granted to any Employee of the Subsidiary Company(ies) or Holding Company.

4. Administration

- 4.1 The Plan shall be administered by the Committee. All questions of interpretation of the Plan or any Option granted thereunder shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Plan or in any Option granted thereunder.
- 4.2 The Committee shall in accordance with this Plan and Applicable Laws determine the following:
 - (a) The quantum of Option to be granted under the Plan per Employee, subject to the ceiling as specified in Sub-clause 3.1 and 3.2;
 - (b) The Eligibility Criteria for Grant of Option to the Employees;

- (c) The Exercise Period within which the Employee should Exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period;
 - (d) The specified time period within which the Employee shall Exercise the Vested Option in the event of termination or resignation of an Employee;
 - (e) The right of an Employee to Exercise all the Options vested in him at one time or at various points of time within the Exercise Period;
 - (f) The procedure for making a fair and reasonable adjustment to the number of Option and/or to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:
 - (i) the number and the Exercise Price of Option shall be adjusted in a manner such that total value of the Option remains the same before and after such corporate action; and
 - (ii) the Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.
 - (g) The procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave;
 - (h) The conditions under which Option vested in Employees may lapse in case of termination of employment for Misconduct;
 - (i) the procedure for buy-back of Options granted under the Plan if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - a) permissible sources of financing for buy-back;
 - b) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - c) limits upon quantum of Options that the Company may buy-back in a financial year.
 - (j) the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and
 - (k) The procedure for cashless Exercise of Option, if required;
 - (l) 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; and
 - (m) Approve forms, writings and/or agreements for use in pursuance of the Plan.
- 4.3 The Committee shall also frame suitable policies and systems to ensure that there is no violation of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003 (as amended from time to time) and (c) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company and any Employee.

5. Eligibility and Applicability

- 5.1 Only Employees within the meaning of this Plan are eligible for being granted Options under the Plan. The specific Employees to whom the Option would be granted, and their Eligibility Criteria shall be determined by the Committee.
- 5.2 The Plan shall be applicable to the Company, its Subsidiary Company(ies), its Holding Company, its Associate Company and Group Company within or outside India, and any successor company thereof and Options may be granted to the Employees of the Company, its Subsidiary Company(ies), its Holding Company, its Associate Company, and Group Company as determined by the Committee at its sole discretion.
- 5.3 Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Committee at its sole discretion, from time to time.

Provided that the Committee while granting the Options to any eligible Employee(s) of Subsidiary Company(ies), its Holding Company Company(ies) or/and its Associate Company and Group Company, shall at its discretion, consider the factors including but not limited to the role(s) of such Employee(s) for safeguarding the interest of the Company, or such Employee's contribution to the Company.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (a) Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion.
- (b) Each Grant of Option under the Plan shall be made in writing ("**Grant Letter**") by the Company to the eligible Employees by way of Grant Letter containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws.

6.2 Acceptance of the Grant

Any eligible Employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date ("**Closing Date**") which shall not be more than 45 days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become an Option Grantee.

- 6.3 Any eligible Employee, who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above, shall be deemed to have rejected the Grant unless the Committee determines otherwise.

7. Vesting Schedule and Vesting Conditions

- 7.1 Options granted under the Plan shall vest not earlier than minimum period of **1 (one) year** and not later than maximum period of **8 (Eight) years** from the date of Grant. The Committee at its discretion may Grant Option specifying Vesting Period ranging from minimum and maximum period as afore stated.

Provided that in case where Options are granted by the Company under the Plan in lieu of Option held by a person under a similar plan in another Company ("**Transferor Company**") which has merged or amalgamated with the Company, the period during which the Option granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause.

7.2 Vesting of Options would be subject to continued employment with the Company, including Subsidiary Company(ies), Holding Company, Associate Company, and Group Company as the case may be, and thus the Options would vest essentially on passage of time. In addition to this, the Committee may also specify certain performance criteria subject to satisfaction of which the Options would vest.

7.3 As a prerequisite for a valid Vesting, an Option Grantee is required to be in employment or service of the Company including Subsidiary Company(ies), Holding Company, Associate Company, and Group Company on the date of Vesting and must neither be serving his notice for termination of employment/ service, nor be subject to any disciplinary proceedings pending against him on such date of Vesting.

7.4 The specific Vesting Conditions subject to which Vesting would take place shall be communicated to each Option Grantee individually in the letter issued at the time of Grant.

7.5 Vesting of Options in case of Employees on long leave

The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave and sick leave, the period of leave shall be determined by the Committee on case-to-case basis.

7.6 Acceleration of Vesting in certain cases

Subject to elapse of minimum Vesting Period of 1 (One) year from the date of Grant:

- (i) The Committee shall have the power to accelerate Vesting of any or all Unvested Options in connection with happening of any event (other than the conditions mentioned in Grant Letter) with effect from such date as the Committee may determine at its discretion.
- (ii) In case, after approval of acceleration of Vesting of Unvested Options by the Committee, there occurs no such specific event, on consideration of which Committee would have approved such acceleration, such non-occurrence shall lead to automatic cancellation of such acceleration as if such proposal was never considered nor approved by the Committee as a result of which such Unvested Options shall be subject to normal Vesting schedule as defined in the Grant Letter.

8. Exercise

8.1 Exercise Price

The Exercise Price per Option shall be determined by the Committee which shall not be lesser than the face value of the Share as on date of Grant of such Option. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter at the time of Grant.

8.2 Exercise Period

(a) Exercise while in employment/ service:

The Exercise Period in respect of an Option shall be subject to a **maximum period of 5 (Five)** years from the date of Vesting of Options.

(b) Exercise in case of separation from employment/ service:

The Vested Options can be exercised by the Option Grantee as under:

S. No.	Events of separation	Vested Options	Unvested Options
1	Resignation / Termination (other than due to Misconduct)	All the Vested Options as on the date of submission of notice of resignation/ termination can be exercised by the Option Grantee by his last working day.	All the Unvested Options as on date of resignation/ termination shall stand cancelled with effect from date of such resignation/ termination.
2	Termination due to Misconduct	All the Vested Options at the time of such termination shall stand lapsed with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand lapsed with effect from the date of such termination.
3	Retirement	All the Vested Options as on the date of Retirement can be exercisable by the Option Grantee within a period of 12 (twelve) months from the date of Retirement.	All the Unvested Options shall continue to vest as per the Vesting Schedule as originally prescribed even after date of Retirement and shall be exercisable within a period of 12 (twelve) months from the date of such vesting.
4	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir, immediately after, but in no event later than 12 (twelve) months from the date of Death of the Option Grantee.	All the Unvested Options as on date of death shall vest immediately in the Option Grantee's nominee or legal heir and can be exercised in the manner defined for Vested Options.
5	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee, immediately after, but in no event later than 12 (twelve) months from the date of such Permanent Incapacity.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately in the Option Grantee and can be exercised in the manner defined for Vested Options.
6	Suspension of employment/ service pending enquiry/ decision	All the Vested Options as on date of such suspension shall be kept in abeyance and shall not be capable of being exercised until re-instatement. Upon re-instatement, the period of abeyance shall be added to the unexpired Exercise Period as on date of suspension. In case, the employment/ service is terminated after the enquiry, all the Vested Options shall be	All the Unvested Options as on date of such suspension shall be kept in abeyance and shall not be capable of being vested as per prescribed Vesting schedule, until re-instatement. Upon re-instatement, it shall be deemed as if the Vesting of such Options have never ceased during the period of abeyance. In case, the employment/ service is terminated after the

S. No.	Events of separation	Vested Options	Unvested Options
		deemed to lapse on the date of such termination.	enquiry, all the Unvested Options shall be deemed to lapse on the date of such termination.
7	Termination due to reasons apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of such termination shall stand Lapsed unless otherwise required by Applicable Laws.

8.3 Procedure of Exercise

The Vested Options can be exercised by the Option Grantee by a written application to the Company in the format as may be prescribed by the Committee.

9. Transferability

Upon Listing, the Option Grantee, or his nominee/ legal heirs, where applicable, can sell Shares in the open market at any time in accordance with Applicable Laws and policies of the Company, subject to any lock in period as per Applicable Laws.

10. Lapse of Options

The Vested Options not exercised within the respective Exercise Periods prescribed in Sub-clauses of Clause 8 shall lapse and be deemed to cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

11. Lock-in of Shares

Unless the Committee otherwise decides, the Shares arising out of Exercise of the Vested Options would not be subject to any lock-in period after such Exercise except such restrictions as prescribed under the Applicable Laws.

12. Restriction on transfer of Options

12.1 The Option shall not be pledged, hypothecated, mortgaged, or otherwise alienated in any other manner.

12.2 Options shall not be transferable to any person except in the event of death/permanent incapacity of the Option Grantee, in which case provisions at Sub-clause 8.2(b) would apply.

12.3 No person other than the Employee to whom the Option is granted shall be entitled to Exercise the Option except in the event of the death/permanent incapacity of the Option Grantee holder, in which case provisions at Sub-clause 8.2(b) would apply.

13. Other Terms and Conditions

13.1 The Employee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a Shareholder in respect of Options granted, till Shares underlying such Options are allotted on Exercise of such Option.

13.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus Shares, rights Shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Grantee Exercises the Option and becomes a registered holder of the Shares of the Company.

13.3 If the Company issues bonus or rights Shares, the Option Grantee will not be eligible for the bonus or rights Shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise Price or both would be made in accordance with Sub-clause 4.2(f) of Plan.

14. Deduction/Recovery of Tax

14.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.

14.2 The Company shall have the right to deduct from the Employee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

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

15. Authority to vary terms

15.1 The Committee may with prior approval of the shareholders, revise the terms of the Plan and/ or terms of the Options already granted under the Plan subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of the Employees.

Provided further that the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

15.2 The Company may also re-price the Options which are not exercised, whether or not they have vested, if the Plan is rendered unattractive due to fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

16. Listing of the Shares

16.1 The Company shall not Grant Options under the Plan unless it obtains in-principle approval from the Stock Exchanges where it is listed.

16.2 The Company shall appoint a Merchant Banker for the implementation of the Plan till obtaining of in-principle approval from the Stock Exchanges.

16.3 Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise of the Options shall be listed on the recognized Stock Exchange(s) on which the Shares of the Company are listed.

17. Miscellaneous

17.1 Government Regulations

This Plan shall be subject to all Applicable Laws, and approvals from government authorities. The Grant and the allotment of Shares under this Plan shall also be subject to the Company requiring Employees to comply with all Applicable Laws.

17.2 Inability to obtain approvals

The inability of the Company to obtain approvals from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue the Shares.

17.3 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.

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

17.5 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to Exercise an Option in whole or in part.

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

18. Notices

18.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this Plan shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the address of the Option Grantee available in the records of the Company; and/ or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; and/ or
- iii. Emailing the communication(s) to the Option Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

18.2 All notices of communication to be given by an Option Grantee to the Company in respect of the Plan shall be sent to the address mentioned below:

Designation : **Head - Human Resource**

Address : **Nuvama Wealth Management Limited**
801 to 804 Wing A Building No. 3 Inspire BKC G Block BKC Bandra(East) Mumbai,
Maharashtra 400051, India

E-mail : **EWME SOP@edelweissfin.com**

19. Nomination

The Employee has to nominate a person as his/her nominee/legal heir. The nominee in case of death or permanent incapacity of Employee shall be the nominee/legal heir recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this Plan.

20. Accounting and Disclosures

20.1 The Company shall follow the IND AS 102 on Share based Payments and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other statutory authority from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of SBEB Regulations.

21. Certificate from Secretarial Auditors

Upon Listing, the Board shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company that the Plan has been implemented in accordance with the SBEB.Regulations and in accordance with the resolution of the Company in the general meeting. The Board shall also make the requisite disclosures of the Plan, in the manner specified under the SBEB Regulations.

22. Governing Laws

22.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India including the Income Tax Laws and Foreign Exchange Laws mentioned below.

22.2 Foreign Exchange Laws

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

23. Jurisdiction

23.1 The Courts in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Plan.

23.2 Nothing in this Sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this Plan:

- (i) in any other court of competent jurisdiction; or
- (ii) con-currently in more than one jurisdiction.

24. Severability

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

25. Confidentiality

25.1 An Option Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any Employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately. The decision and

judgment of the Company regarding breach of this confidentiality Clause shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this clause, the Committee shall have the authority to deal with such cases as it may deem fit.

- 25.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need-to-know basis.

-----End of Plan-----