



**SIGNATURE
GLOBAL**

REALTY. RELIABILITY. RESPONSIBILITY

AN ISO 9001:2015; 14001:2015; 45001:2018; 27001:2022 CERTIFIED COMPANY

Signatureglobal Employee Stock Option Plan 2024 ("The ESOP Plan")

*Certified to be True
copy.*

For Signatureglobal (India) Limited

[Signature]
Company Secretary

Table of Contents

1.	Name, Objectives and Term of the Plan	1
2.	Definitions and Interpretations	1
3.	Authority	6
4.	Administration	7
5.	Eligibility and Applicability	9
6.	Grant and Acceptance of Grant	9
7.	Vesting Conditions	10
8.	Exercise	11
9.	Lock-in	13
10.	Other Terms and Conditions.....	13
11.	Deduction of Tax	14
12.	Authority to vary terms.....	14
13.	Miscellaneous	15
14.	Accounting and Disclosures	16
15.	Governing Laws and jurisdiction	16
16.	Notices	17
17.	Severability	17
18.	Confidentiality.....	17



1. Name, Objectives and Term of the Plan

- 1.1 This Employee Stock Option Plan has been formulated for and on behalf of **Signatureglobal (India) Limited** (CIN: L70100DL2000PLC104787, incorporated in India) and shall be called the '**Signatureglobal Employee Stock Option Plan 2024**' (hereinafter referred to as "**the ESOP Plan**") which expression shall include any alterations, amendments or modifications hereto from time to time, for the benefit of Employees of the Company. The ESOP Plan has been approved by the Board on 29th August, 2024 and by the Shareholders of the Company pursuant to the special resolution passed at the annual general meeting of the Shareholders, held on 28th September, 2024.
- 1.2 The objectives of the ESOP Plan are as follows:
- To enable the Employees of the Company and its Subsidiaries (as defined in clause 2.1) and its Associates, to get a share in the value that they help to create for the Company over a period of time;
 - To attract and retain talented people, who add to the strength of the Company;
 - To reward Employees for good performance in the past and to motivate similar performance in the future.
- 1.3 This ESOP Plan is established with effect from 28th September, 2024 i.e., the date of approval by the shareholders and shall continue to be in force until the earlier of the following two events:
- its termination by the Compensation Committee, or
 - the date on which all of the Stock Options available for issuance under the ESOP Plan have been issued and exercised (i.e., until the last Option is valid and subsisting).
- 1.4 The ESOP Plan has been framed in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("SEBI SBEB Regulations"), the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014, each as amended and other applicable rules, regulations and provisions of law for the time being in force and shall be subject to any modifications or amendments or re-enactments thereof. The Compensation Committee may subject to compliance with Applicable Laws, at any time alter, amend, vary suspend or terminate the ESOP Plan.

2. Definitions and Interpretations

- 2.1 The following definitions shall apply to the ESOP Plan, unless otherwise stated:

Sl. No.	Word / Expression used	Meaning assigned
2.1.1	Abandonment	means the termination of employment by the Company without notice, due to unauthorized absence of an Employee from work beyond 30 consecutive working days.
2.1.2	Applicable Laws	<p>means any law, bye-law, legislation, subordinate or delegated, statute, regulation, rule or order, in India and the applicable laws of any other country or jurisdiction where the Employee Stock Options are granted under the ESOP Plan, as amended, modified, consolidated or replaced, from time to time, relating to Stock Options and applicable to the Company and all relevant tax, securities, corporate laws or amendments thereof including any circular, guidelines or notifications issued thereunder, of India or of any relevant jurisdiction out of India to the extent applicable.</p> <p>This includes, without limitation, the Companies Act, 2013, Companies (Share Capital and Debenture) Rules, 2014, all relevant tax laws, Securities and Exchange Board of India Act, 1992, SEBI</p>



Signatureglobal Employee Stock Option Plan 2024

Sl. No.	Word / Expression used	Meaning assigned
		(Share Based Employee Benefits and Sweat Equity) Regulations, 2012, securities, exchange control or any other applicable laws of any Stock Exchange on which the Shares are listed or quoted.
2.1.3	Associate Company or Associates	means a company as defined under Section 2(6) of the Companies Act, 2013.
2.1.4	Articles	means the constitution or the articles of association of the Company as amended from time to time.
2.1.5	Board	means the Board of Directors of the Company.
2.1.6	Committee / Compensation Committee	means the nomination and remuneration committee or any other committee of the Board, as constituted or reconstituted from time to time under the provisions of the Companies Act, 2013 and Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, with a view to administer and supervise the Employee Stock Option plan of the Company. The Committee shall have the functions of, inter alia formulating, implementation, administration and superintendence of the ESOP Plan.
2.1.7	Company	means Signatureglobal (India) Limited , incorporated in India (CIN: L70100DL2000PLC104787, having registered office at 13 th floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, Connaught Place, New Delhi, Delhi – 110001
2.1.8	Company Policies / Terms of Employment	mean the Company's policies for its Employees, including Employees of its Subsidiaries, Associates (if any), and the terms of Employment contained in the employment letter and any other rules / bye-laws issued from time to time.
2.1.9	Director(s)	means a Director on the Board of the Company.
2.1.10	Eligibility Criteria	means the criteria (including but not limited to performance, merit, grade, conduct, length of service of the Employee) as may be determined from time to time by the Compensation Committee for granting the Options to the Employees.
2.1.11	Employee	<p>means</p> <ul style="list-style-type: none"> 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 Subsidiary or its Associate Company, in India or outside India, or of a holding company of the Company, <p>but does not include—</p> <ul style="list-style-type: none"> a) an Employee who is a Promoter or a person belonging to the



Signatureglobal Employee Stock Option Plan 2024

Sl. No.	Word / Expression used	Meaning assigned
		Promoter Group; or b) a Director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity Shares of the Company;
2.1.12	ESOP Plan	means the Signatureglobal Employee Stock Option Plan 2024 (i.e., this document) under which the Company is authorized to Grant Stock Options to the Employees.
2.1.13	Exercise	means making of an application by an Employee to the Compensation Committee to subscribe / purchase the Shares underlying the Options Vested in him / her accompanied by payment of Exercise Price of such Options including applicable taxes and other charges, if any, in pursuance to this ESOP Plan and in accordance with the procedure laid down by the Company for Exercise of such Options.
2.1.14	Exercise Period	means such time period after Vesting within which the Employee should Exercise the Options vested in him / her in pursuance to this ESOP Plan.
2.1.15	Exercise Price	means the price determined by the Compensation Committee from time to time, as per the provisions of this ESOP Plan and subject to the SEBI SBEB Regulations and specified in the Letter of Grant, being payable by an Employee in order to Exercise the Options Vested to him / her in pursuance of the ESOP Plan.
2.1.16	Exercise Window	means such time period within the overall Exercise Period during which the Compensation Committee shall allow Exercise of Vested Options of Option Grantee in pursuance of this ESOP Plan and in accordance with such rules and procedures as may be specified by the Compensation Committee at the start of each such Exercise Window. For the avoidance of doubt, note that Exercise Window may be opened multiple times within a financial year subject to Applicable Laws and the rules for each such Exercise Window shall be prescribed by the Compensation Committee.
2.1.17	Grant	means the process by which the Company issues Options to the Employees under the ESOP Plan.
2.1.18	Grant Date	means the date on which the Committee approves the Grant. Explanation: For accounting purpose, the Grant Date will be determined in accordance with applicable accounting standards.
2.1.19	Independent Director	shall have the same meaning assigned to it under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 149(6) of the Companies Act, 2013.
2.1.20	Letter of Grant	means the letter issued to the Option Holder by which Grant of Option(s) is communicated for acquiring a specified number of



Signatureglobal Employee Stock Option Plan 2024

Sl. No.	Word / Expression used	Meaning assigned
		Equity Shares at the stated Exercise Price subject to the rules of the ESOP Plan.
2.1.21	Long Leave	means a leave that has been duly approved by the Company, taken by the Option Grantee for a continuous period exceeding 3 (three) months during a financial year. For the avoidance of doubt, note that this shall include sabbatical, extended maternity, or paternity leave, in accordance with the Company's Policies or Terms of Employment and Applicable Laws.
2.1.22	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. In case Shares are listed on more than one recognized Stock Exchange, then the closing price on the recognized Stock Exchange having higher trading volume on the said date shall be considered.
2.1.23	Misconduct	means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies / Terms of Employment amounting to violation or breach of Terms of Employment as determined by the Compensation Committee to the extent possible after giving the Employee an opportunity of being heard: (i) dishonest statements or acts of an Employee, with respect to the Company; (ii) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud committed by the Employee; (iii) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company; (iv) breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company; (v) participating or abetting a strike in contravention of any law for the time being in force; and (vi) Misconduct as provided under the labor laws after following the principles of natural justice. Note that the Compensation Committee shall evaluate and decide on Misconduct or otherwise of any employee in above cases. The decision of the Compensation Committee in this regard shall be final and binding on all parties.
2.1.24	Option Grantee	means an Employee who has been granted a Stock Option in pursuance of the ESOP Plan and shall deem to include nominee / legal heir of an Option Grantee in case of his / her death to the extent provisions of the ESOP Plan is applicable to such nominee / legal heir.
2.1.25	Permanent Incapacity	means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an



Signatureglobal Employee Stock Option Plan 2024

Sl. No.	Word / Expression used	Meaning assigned
		Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Compensation Committee based on a certificate of a medical expert identified by the Company.
2.1.26	Promoter	shall have the same meaning assigned to the term under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time-to-time.
2.1.27	Promoter Group	shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time-to-time.
2.1.28	Relevant date	means: (i) in the case of Grant, the date of the meeting of the Compensation 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.
2.1.29	Retirement	means retirement as per the rules and policies of the Company, as amended from time to time.
2.1.30	SEBI	means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended.
2.1.31	SEBI (SBEB) Regulations	means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
2.1.32	Shares	means Equity Shares of the Company having face value of INR 1 (Rupee One only) each fully paid up .
2.1.33	Shareholder	means a person who is registered as a holder of Share(s) in the register of shareholders maintained by the Company.
2.1.34	Stock Exchange(s)	means the National Stock Exchange of India Ltd., BSE Ltd., or any other recognized Stock Exchange in India or any other country, on which the Company's Shares are listed or to be listed in future.
2.1.35	Stock Option or Option	means an Option granted to an Employee which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date, the Shares underlying such Option at a pre-determined price in accordance with the rules of the ESOP Plan.
2.1.36	Subsidiary / Subsidiaries	shall have the same meaning as defined in section 2(87) of the Company Act. 2013, as amended from time to time and includes any current and / or future Subsidiary of Signatureglobal (India) Limited, whether incorporated in India or outside.



Signatureglobal Employee Stock Option Plan 2024

Sl. No.	Word / Expression used	Meaning assigned
2.1.37	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.
2.1.38	Vested Option	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 subject to rules of the ESOP Plan.
2.1.39	Vesting	means earning by the Option Grantee, of the right to Exercise the Options granted to him / her in pursuance of the ESOP Plan. The terms 'Vest' or 'Vested' should be construed accordingly.
2.1.40	Vesting Condition	means the condition prescribed subject to satisfaction of which the Options granted would Vest in an Option Grantee.
2.1.41	Vesting Period	means the period during which the Vesting of the Option granted to the Option Grantee, in pursuance of the ESOP Plan takes place.

2.2 Interpretation: In this ESOP Plan, unless the contrary intention appears:

- i. the clause headings are for ease of reference only and shall not be relevant to interpretation;
- ii. reference to a clause number includes reference to its sub-clauses;
- iii. words in singular number include the plural and vice versa;
- iv. words importing a gender include any other gender;
- v. reference to a schedule includes a reference to any part of that schedule which is incorporated by reference.
- vi. reference to any act, rules, statute or notification shall include any statutory modification, substitution or re-enactment thereof;
- vii. any reference to any statute or statutory provision or Applicable Law shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such statute or provision as may be amended, modified, re-enacted or consolidated; and
- viii. any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

Words and expressions used and not defined here but defined in the SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 or the Companies Act, 2013, and under any Applicable Laws including any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations, as the context requires.

3. Authority

- 3.1 The Shareholders of the Company by way of a special resolution in their meeting on 28th September, 2024, resolved to issue to Option Grantee under the ESOP Plan a maximum of **8,50,000 (Eight lakh fifty thousand only)** Options. These may be granted in one or more tranches, from time to time under the ESOP Plan, being exercisable into fully paid-up equity Shares of a face value of INR 1/- each fully paid-up, with each such Option conferring a right upon the Option Grantee to be issued one Share of the Company in



accordance with the terms and conditions of such Grant.

- 3.2 The number of Options that can be granted to an Employee under this ESOP Plan shall not, at any time, be equal to or exceed one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option, without prior approval of the Shareholders by way of a special resolution in a general meeting and shall be subject to the adjustments for any sub-division or consolidation of the Shares, as set out below.
- 3.3 The maximum number of Options that may be granted to any employee, in one or more grants and in aggregate under the ESOP Plan shall not exceed 2,50,000 (Two lakh fifty thousand only) Options.
- 3.4 If a Stock Option gets lapsed, cancelled, expires or becomes un-exercisable due to any other reason(s), it shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.5 In case of a Share split or consolidation, if the face value of the Shares is less or more than the current face value as prevailing at the time of coming into force of this ESOP Plan, the maximum number of Stock Options available for being granted under this ESOP Plan shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares x Face value per share) of the total Shares prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

4. Administration

- 4.1 The ESOP Plan shall be administered by the Compensation Committee.
- 4.2 All functions relating to the superintendence of this ESOP Plan shall be discharged by the Compensation Committee. All questions of interpretation of the ESOP Plan shall be determined by the Compensation Committee and such determination shall be final and binding upon all persons having an interest in the ESOP Plan, in line with Applicable Laws. Neither the Company nor the members of the Compensation Committee shall be liable for any action or determination made in good faith with respect to ESOP Plan or any Stock Options granted thereunder.
- 4.3 The administration of the ESOP Plan shall include, but not be limited to determination of the following as per provisions of the ESOP Plan and Applicable Laws:
- a) The procedure for Option allocation and the specific quantum of Options to be granted under the ESOP Plan to the Employees, both per Employee and in aggregate.
 - b) The Eligibility Criteria for Grant of Options to the Employees;
 - c) The Exercise Price applicable to each Option Grantee;
 - d) Vesting Period of Options Granted;
 - e) Vesting Condition(s) of Options Granted;
 - f) Determining the conditions under which Vesting of the Options shall be accelerated for all or selected Employees at the discretion of the Compensation Committee subject to minimum 1 year period;
 - g) To decide the specified time period within which the Employee shall Exercise the Vested Options in the event of termination or resignation of an Employee.
 - h) To modify the Vesting Period on a case-to-case basis, as the Compensation Committee deems fit, subject to completion of minimum 1 year from the date of Grant of Options;
 - i) Making fair and reasonable adjustment (if any) in case of corporate actions such as merger, de-merger, sale of division, stock split / consolidation, rights issues, bonus issues and others, by way of revision in the number of Stock Options, Exercise Price, Vesting Conditions, Exercise conditions, and



Vesting acceleration or waiver of forfeiture restrictions as the case may be in accordance with Applicable Laws (if any), to ensure that such corporate action does not result in diminution of value of such Options and the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Eligible Employee(s) who is Granted such Options. In this regard, the following shall, inter alia, be taken into consideration by the Committee:

- (i) the number and price of Options shall be adjusted in a manner such that total value to the Employee of the options remains the same after the corporate action;
- (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantees who are granted such Options.

For this purpose, the Company shall follow the best industrial practices in this area wherever applicable;

- j) The procedure for buy-back of specified securities issued under the SEBI SBEB Regulations, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - (i) permissible sources of financing for buy-back;
 - (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - (iii) limits upon quantum of specified securities that the Company may buy-back in a financial year
- k) Determining the restrictions (if any) on the Shares issued under this ESOP Plan including any mandatory buyback or repurchase of such Shares and the procedure for same;
- l) Re-pricing of the Options which are not exercised, whether or not they have been Vested if the Options are rendered unattractive due to fall in the price of the Shares in the market;
- m) Decide the lock-in on the Shares issued/ transferred pursuant to Exercise of Options;
- n) The procedure and terms for the Grant, Vesting and Exercise of Stock Option in case of Employees who are on long leave;
- o) The conditions under which the Stock Options granted to Option Grantees may lapse in case of Misconduct, whether resulting in termination of employment or not, or commission of act on part of Option Grantee resulting in adverse impact on the Company;
- p) Decide all other matters that must be determined in connection with an Option under the ESOP Plan in accordance with SEBI (SBEB) Regulations;
- q) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or any other mode);
- r) To determine the procedure for funding the Exercise of Options;
- s) Forms, writings and/or agreements for use in pursuance of the ESOP Plan;
- t) 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; and
- u) Any other point categorically mentioned in the ESOP Plan as being a Compensation Committee decision.

4.4 The Compensation Committee shall, from time to time, frame suitable policies and / or systems to ensure



that there is no violation of any of the Applicable Laws by the Company and the Employees, including (a) the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("**SEBI Insider Trading Regulations**"), (b) SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, each as amended and (c) provisions of Companies Act, 2013, and all applicable rules made thereunder; and (d) 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 its Employees, as may be applicable, in accordance with Applicable Laws and regulatory requirements.

- 4.5 The Company shall appoint a registered merchant banker for the implementation of this ESOP Plan covered by the SEBI SBEB Regulations until the stage of obtaining in-principle approval from the Stock Exchanges in accordance with the SEBI SBEB Regulations

5. Eligibility and Applicability

- 5.1 Options may be Granted to Employees, as defined in clause 2.1 of the ESOP Plan. The Compensation Committee, shall formulate the Eligibility Criteria and decide on the appraisal process for determining the eligibility of the Employees based on combination of parameters such as individual performance, criticality of role, future potential, etc., more particularly the high potential talent who are critical for the business expansion and have a high potential for growth.
- 5.2 Note that Grant of Stock Options (if any) to a Non-Executive Non-Independent Director or to a Director nominated by an institution as its representative on the Board of the Company shall be done in compliance with SEBI SBEB Regulations.
- 5.3 The ESOP Plan shall be applicable to the Company, its Subsidiaries and Associates.
- 5.4 The Stock Options granted to an Option Grantee shall be subject to the terms and conditions set forth in this ESOP Plan and Letter of Grant.

6. Grant and Acceptance of Grant

6.1 Grant of Stock Options:

Each Grant of Stock Option under the ESOP Plan shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a Letter of Grant as may be approved from time to time.

6.2 Acceptance of the Grant:

- a) Any Employee who wishes to accept the Grant made under this ESOP 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 30 days from the date of the Grant, as specified in the Letter of Grant. On receipt by the Company of the signed acceptance, the Employee as applicable, will become an Option Grantee.
- b) Any 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 Compensation Committee determines otherwise.
- c) Upon acceptance of the Grant in the manner described above, the Employee henceforth referred to as an Option Grantee, shall be bound by the terms, conditions and restrictions of the ESOP Plan and the Letter of Grant. The Option Grantee's acceptance of the Grant of Options under the ESOP Plan, within the time period provided, shall constitute an agreement between the Option Grantee and the Company, to the terms of this ESOP Plan and the Letter of Grant.
- d) The Option Grantee is not required to pay any amount at the time of acceptance of the grant.



7. Vesting Conditions

- 7.1 Stock Options Granted under the ESOP Plan shall vest within a specified time period or on achievement of certain performance milestones or both subject to a minimum Vesting Period of one (1) year, as determined by the Compensation Committee and as specified in the Letter of Grant issued to the Option Grantee.

Provided that in case where Options are granted by the Company under the ESOP Plan in lieu of Options held by a person under a similar ESOP Plan 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/her may be adjusted against the minimum Vesting Period required under this clause.

Provided further that in the event of death or Permanent Incapacity of an Option Grantee, the minimum Vesting Period of one year shall not be applicable and in such instances, the Options shall vest in terms of sub-regulation (4) and (5) of regulation 9 of the SEBI SBEB Regulations, on the date of the death or Permanent Incapacity.

- 7.2 The maximum period within which the Options shall vest will be decided by the Compensation Committee at the time of Grant.
- 7.3 Vesting of Options would be subject to continued employment with the Company or group company(ies) including its Subsidiary(ies) or Associate(s) (as may be applicable). In addition to this, the Compensation Committee may also specify certain performance criteria for Employees, subject to satisfaction of which the Stock Options would vest.
- 7.4 The specific Vesting Period and Vesting Conditions subject to which Vesting would take place would be outlined in the Letter of Grant given to the Option Grantee at the time of Grant of Options.
- 7.5 Notwithstanding any of the above points, Vesting of the Options shall stop immediately in case the Option Grantee is placed on a Performance Improvement Plan (PIP) by the Company (as may be applicable). Any Unvested Options in such a case shall be put on hold with immediate effect, unless otherwise decided by the Compensation Committee till the time the Option Grantee is removed from the PIP. The Option Grantee shall be allowed to continue holding his/her Vested Options subject to the terms and conditions of the ESOP Plan.
- 7.6 Furthermore, Vesting of the Options shall stop immediately in case any disciplinary action is initiated by the Company or its Subsidiary or Associates (as may be applicable) against the Option Grantee in response to Misconduct of the Option Grantee and communicated to him / her in writing until such disciplinary action investigation or proceeding has concluded and a final determination in such matter has been made, unless otherwise determined by the Committee in its sole discretion.
- 7.7 Notwithstanding anything contained elsewhere in the ESOP Plan, the Company, may not allot Shares, in the event of the Option Grantee being found guilty of an offence involving fraud, misfeasance, moral turpitude, misconduct, gross negligence, breach of trust and in such an event(s) the rights under the Options (whether vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.
- 7.8 Vesting of Options in case of Employees on Long Leave: The period of leave shall not be considered in determining the Vesting Period, unless otherwise decided by the Compensation Committee. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Compensation Committee to the extent possible.
- 7.9 Acceleration of Vesting: Subject to elapse of minimum Vesting Period of 1 (one) year from the date of Grant, the Compensation Committee has the right to accelerate the Vesting of some or all of the Unvested Options of selected or all employees as per clause 4.3(f).



8. Exercise

8.1 Exercise Price:

- a) The Exercise Price shall be such price, as determined by the Compensation Committee from time to time, in accordance with the Applicable Laws and as evidenced in the Letter of Grant unless subsequently modified by the Compensation Committee. The Exercise Price for any Grant shall not be less than 50% of the closing share price (i.e. closing Market Price) as on the date of Grant. For the avoidance of doubt, note that the Exercise Price may be different for different set of Employees for Options granted on same / different dates.
- b) Once granted, the Exercise Price of the Options may be varied by the Compensation Committee to account for any rights issues, mergers, stock splits, bonus issue or share consolidations etc.
- c) Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favour of the Company or by electronic mode through any banking channel such as National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), Immediate Payment Service (IMPS) or in such other manner as the Compensation Committee may decide from time to time.
- d) No amount shall be payable by the Option Grantee at the time of Grant and Vesting of Options and hence no amount is required to be forfeited even if an Option Grantee does not Exercise the Vested Options within Exercise Period and accordingly no adjustment is required to be made for the same.

8.2 Exercise Period and Conditions for Exercise:

a) While in employment:

The Vested Options with an Option Grantee while in employment with the Company may be Exercised anytime within the Exercise Window(s), provided it is within a period of 3 (three) years from the date of Vesting. Note that the Vested Options not Exercised during the Exercise Period shall automatically lapse. During this period, the Vested Options may be exercised by the Option Grantee at one time or at various points of time, in line with such procedures as may be determined by the Committee from time to time.

b) Exercise Rules in case of separation from employment:

The events of separation along with respective conditions regarding treatment of Vested Options and Unvested Options are as follows:

S. No.	Events of Separation	Vested Options*	Unvested Options
1	Resignation / Termination (On account of any reason whatsoever other than due to Misconduct, breach of Company Policies / Terms of Employment, Retirement, Abandonment, death or Permanent Incapacity)	All the Vested Options as on date of submission of resignation letter / termination letter shall be Exercised by the Option Grantee within the Exercise Window(s) available within the notice period**, failing which the Vested Options shall automatically lapse.	All the Unvested Options as on date of submission of resignation letter / termination letter shall stand cancelled with effect from the date of submission of resignation letter / termination letter
2	Termination due to Misconduct, breach	All the Vested Options outstanding at the time of such	All the Unvested Options outstanding at the time of such

Signatureglobal Employee Stock Option Plan 2024

S. No.	Events of Separation	Vested Options*	Unvested Options
	of Company Policies/ Terms of Employment	termination shall immediately stand cancelled with effect from the date of such termination.	termination shall immediately stand cancelled with effect from the date of such termination.
3	Retirement / Superannuation	All the Vested Options as on date of Retirement / superannuation shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 6 (six) months from the date of Retirement / superannuation, failing which the Vested Options shall automatically lapse.	All Unvested Options on the date of Retirement / superannuation shall continue to vest as per the original vesting schedule and shall be Exercised anytime during the Exercise Window by the Option Grantee, within a period of 6 (six) months from each such Vesting date, failing which the Vested Options shall automatically lapse.
4	Death***	All the Vested Options as on date of death shall be Exercised anytime during the Exercise Window by the Option Grantee's nominee or legal heir within a period of 6 (six) months from the date of death, failing which the Vested Options shall automatically lapse.	All the Unvested Options as on date of death shall be deemed to have been Vested immediately and shall be Exercised anytime during the Exercise Window by the Option Grantee's nominee or legal heir within a period of 6 (six) months from the date of death, failing which the Vested Options shall automatically lapse.
5	Termination due to Permanent Incapacity***	All the Vested Options up to the date of such termination shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 6 (six) months from the date of such termination, failing which the Vested Options shall automatically lapse.	All the Unvested Options up to the date of such termination shall be deemed to have been Vested immediately and shall be Exercised anytime during the Exercise Window by the Option Grantee within a period of 6 (six) months from the date of such termination, failing which the Vested Options shall automatically lapse.
6	Abandonment	All the Vested Options shall stand cancelled .	All Unvested Options shall stand cancelled .
7	Any other reason not specified above	The Compensation 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 as on the date of separation shall stand cancelled with effect from that date.

*Note that the Shares issued (if any) on Exercise shall be governed by the provisions of clause 8.3. Further, the Compensation



Signatureglobal Employee Stock Option Plan 2024

Committee may extend the Exercise Period in its sole discretion and any such decision shall be final and binding on all, subject to compliance with the SEBI SBEB Regulations and other Applicable Law.

*** Subject to the treatment of Vested and Unvested Options as highlighted in the table above, the Compensation Committee shall ensure that an Exercise Window is made available in all separation cases wherein the Option Grantee has a chance to Exercise his / her Vested Options. Note that where no Exercise Window is available within the notice period, the Option Grantee shall be eligible to Exercise his / her Vested Options in the next available Exercise Window.*

****Note that in case of death the Option Grantee's nominee or legal heir can Exercise subject to providing all documents as may be required by the Company to prove the succession or inheritance of Options. In case of Permanent Incapacity, the Option Grantee can Exercise subject to providing any document required by the Company to prove such incapacity.*

8.3 Issue of Shares upon Exercise:

- a) On Exercise (subject to payment of Exercise Price and tax as may be applicable, by the Option Grantee), the number of Shares corresponding to the number of Vested Options Exercised will be allotted in the name of the Option Grantee within a period of 30 (thirty) days from the date of Exercise. The Company shall, within 45 (forty-five) days from the Exercise of the Option arrange to issue the equity shares to the Option Grantee.
 - b) While exercising the Options, the Grantee shall abide by the Insider Trading Code of Conduct of the Company as applicable from time to time.
 - c) All stamp duty or other taxes imposed by Applicable Laws, payable on issue or transfer of the Shares, shall be borne by the Option Grantee.
 - d) No Option Grantee shall have any right or status of any kind as a Shareholder of the Company including the right to receive any dividend or to vote or in any manner enjoy benefits of a Shareholder in respect of any Options covered by the Grant unless the Option Grantee Exercises the Vested Options and becomes a registered holder of the Shares.
 - e) Upon becoming a registered holder of the Shares by the Exercise of the Options, the Option Grantee shall be entitled to all rights and obligations as a Shareholder of the Company from the date of issue and allotment of Shares, pursuant to the Exercise under this ESOP Plan.
 - f) Shares allotted under this ESOP Plan shall be freely transferable subject to Lock-in period restriction (if any) and restrictions for such period as may be applicable under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time or for such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Prevention of Insider Trading.
 - g) In case new issue of Shares is made under the ESOP Plan, Shares so issued shall be Listed immediately on all the recognized Stock Exchange where the existing Shares are Listed, subject to requirements under Applicable Laws being fulfilled by the Company and where applicable by the Option Grantee.
- 8.4 The Options not Exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options.

9. Lock-in

- 9.1 The shares issued pursuant to exercise of Options shall not be subject to any lock-in period restriction except such restrictions as may be prescribed under applicable laws including that under the code of conduct framed, if any, by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended.

10. Other Terms and Conditions

- 10.1 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a Shareholder of the Company or its Subsidiary or its Associate Company (for example, bonus Shares, rights



Shares, dividend, voting, etc.) in respect of any Shares covered by the Grant until the Option Grantee Exercises the Stock Option and becomes a registered holder of the Shares of the Company.

- 10.2 The Option shall not be transferred, pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.3 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 may be made by the Compensation Committee in line with Applicable Laws. Only if the Stock Options are Vested and Exercised and the Option Grantee is a valid holder of the Shares of the Company, the Option Grantee would be entitled for bonus or rights Shares as shareholder of the Company.
- 10.4 If an Option Grantee breaches the terms and conditions of this ESOP Plan and the Letter of Grant, the Compensation Committee shall have the right to cancel any or all Options and to redeem any or all the Shares issued under this ESOP Plan, without any consideration.
- 10.5 Options granted under this ESOP Plan are not transferrable except in case of death of an Option Grantee, in which case, clause 8.2 will be referred to for the purpose of Exercise. No person other than the Option Grantee to whom the Option is granted shall be entitled to Exercise the Option, except in the event of the death of the Option Grantee.

11. Deduction of Tax

- 11.1 The liability of paying taxes, if any, in respect of Stock Options granted pursuant to this ESOP Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of the applicable Income tax Laws read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees working abroad, if any.
- 11.2 The Company or its Subsidiary, Associates (as may be applicable) shall have the right to deduct from the Option Grantee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws.
- 11.3 In the event that any taxes are required to be withheld and/or paid by the Company as a result of or with respect to, any Grant, Vesting and/or Exercise of the Options, the Company shall have the right to withhold / deduct the amount of such taxes from any amounts otherwise payable to Option Grantee.
- 11.4 The Company shall have no obligation to allot Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full. The Option Grantee shall be required to indemnify the Company with respect to any tax claims arising out of the Grant, Vesting and/or Exercise of Options or sale of Shares by such Option Grantee.

12. Authority to vary terms

- 12.1 The Compensation Committee may, if it deems necessary, vary/modify/alter/add/amend the terms of the ESOP Plan, subject to the Applicable Laws and the conditions of the Shareholders' approval, wherever necessary, in such manner which is not detrimental to the interest of Employee. However, the Company shall be entitled to vary the terms of the ESOP Plan to meet any regulatory requirements and obligations without seeking Shareholders' approval by special resolution.
- 12.2 The Company may reprice the Options which are not Exercised, whether or not they have been Vested if the ESOP Plan were rendered unattractive due to fall in the price of the Shares in the stock market, provided however that, repricing shall not be detrimental to the interest of the Option Grantee and approval of the Shareholders in general meeting has been obtained for such repricing.



13. Miscellaneous

- 13.1 This ESOP Plan and any Shares issued thereunder shall be subject to the Articles. In the event of anything contrary contained in this ESOP Plan, the provision of the Articles shall prevail.
- 13.2 For this purpose, the Option Grantees, on becoming Shareholders, shall be treated as holders of equity Shares of the Company.
- 13.3 The maximum quantum of benefits that will be provided to any eligible employee under the ESOP Plan will be the difference between the market value of Company's Share on the Stock Exchanges as on the Date of Exercise of Options and the Exercise Price and tax amount (as may be applicable) paid by the Employee.
- 13.4 Apart from Grant of Options, no other benefits are contemplated under the ESOP Plan.
- 13.5 This ESOP Plan and all agreements thereunder shall be governed by and construed in accordance with the Securities and Exchange Board of India (Share Based Employees Benefits and Sweat Equity) Regulations, 2021, and other Applicable laws of India.
- 13.6 Government Regulations: The ESOP Plan shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant of Options and allotment of Shares to the Employees under the ESOP Plan shall be subject to the Company requiring the Employees to comply with all Applicable Laws.
- 13.7 Foreign Exchange Laws: In case any Options are granted to any Employee being resident outside India, belonging to the Company or its Subsidiaries, working outside India, the applicable foreign exchange management provisions and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest and Exercise of Options thereof.
- 13.8 Regulatory approval: The implementation of the ESOP Plan, the granting of any Option under the ESOP Plan and the issuance of any Shares under this ESOP Plan shall be subject to the procurement by the Company and the Option Grantee of all approvals and permits required by any regulatory authorities having jurisdiction over the ESOP Plan, the Options and the Shares issued pursuant thereto. The Option Grantee under this ESOP Plan will, if requested by the Committee, provide such assurances and representations to the Company, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.
- 13.9 Insider trading: The Option Grantee shall ensure that there is no violation of Insider Trading Regulations and prevention of Fraudulent and/or Unfair Trade Practices regulations as may be notified by SEBI and / or the Stock Exchange on which the Shares are listed. The Option Grantee shall keep the Company or the Board or such other Committees of the Board, fully indemnified in respect of any liability arising for violation of the above provisions
- 13.10 Inability to obtain authority: The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Shares pursuant to the provisions of this ESOP Plan.
- 13.11 Unless otherwise intended, the Grant of an Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his / her contract of employment nor does the existence of a contract of employment between any person and the Company give such person any right or entitlement to have an Option granted to him / her in respect of any number of Shares or any expectation that an Option might be granted to him / her whether subject to any condition or at all.
- 13.12 Neither the existence of this ESOP 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 / she has or will in future have any such right, entitlement or expectation to participate in this ESOP Plan by being granted an Option



on any other occasion.

- 13.13 The rights granted to an Option Grantee upon the Grant of an Option shall not give the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his / her office or employment, as applicable, with the Company or its Subsidiaries or Associates, for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 13.14 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he / she may suffer by reason of being unable to Exercise an Option in whole or in part.
- 13.15 An Option Grantee has to nominate a person as his / her nominee. The nominee in case of death of the Option Grantee shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this ESOP Plan.
- 13.16 Participation in the ESOP 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.

14. Accounting and Disclosures

- 14.1 The Company and its Subsidiaries, Associates shall follow the laws / regulations applicable to accounting and disclosure related to Options, as prescribed under Regulations 14 and 15 of the SEBI SBEB Regulations, and as prescribed therein under Applicable Laws.
- 14.2 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features / the scheme document (i.e., the ESOP Plan) in the formats prescribed by SEBI from time to time. Further, the Board shall at each annual general meeting place before the Shareholders a certificate from the secretarial auditors of the Company that the ESOP Plan has been implemented in accordance with the Applicable Laws and in accordance with the resolution of the Company in the general meeting.
- 14.3 The Board shall, inter alia, disclose either in the Directors report or in the annexure to the Director's report, the details of the ESOP Plan, or as amended from time to time under Applicable Laws

15. Governing Laws and jurisdiction

- 15.1 The terms and conditions of the ESOP Plan shall be governed by and construed in accordance with the Applicable Laws.
- 15.2 In case of any dispute arising out of or relating to this ESOP Plan or associated Letter of Grant, or to the interpretation, breach, termination or validity of the ESOP Plan, the parties to the dispute must use their best effort to resolve the dispute through consultation or mediation. The consultation or mediation between the Disputing Parties must begin as soon as practicable after one Disputing Party has delivered to the other Disputing Party or Parties a written notice setting out the matter of the Dispute (Dispute Notice).
- 15.3 If a Dispute is not settled through consultation and mediation within 30 days after the date of the relevant Dispute Notice, the High Court at New Delhi and courts subordinate to it shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP Plan.
- 15.4 Nothing in this clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP Plan: in any other court of competent jurisdiction; or concurrently in more than one jurisdiction.
- 15.5 In case any Options are granted to any Employee being resident outside India belonging to the Company or its Subsidiaries or Associates, working outside India, the provisions of the Foreign Exchange Management Act, 1999, as amended and rules or regulations made thereunder as amended and enacted



from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Options, and issue of Shares thereof.

16. Notices

- 16.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the ESOP Plan shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company; or delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or emailing the communication(s) to the Option Grantee at the official email address provided, if any, during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.
- 16.2 Any communication to be given by an Option Grantee to the Company in respect of the ESOP Plan shall be sent at the address mentioned below or e - mailed at:

Name: Mr. M R Bothra
Designation: Company Secretary
Address: Unit No.101,Ground Floor, Tower-A, Signature Tower,
South City-1, Gurugram, Harayna-122001

Email: cs@signatureglobal.in

17. Severability

- 17.1 In the event any one or more of the provisions contained in this ESOP 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 ESOP Plan in which case the ESOP Plan shall be construed as if such invalid, illegal, or unenforceable provisions had never been set forth herein, and the ESOP Plan shall be carried out as nearly as possible according to its original intent and terms.

18. Confidentiality

- 18.1 An Option Grantee must keep the details of the ESOP Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his / her peer, colleagues, co-Employees or with any Employee of the Company or that of its affiliates or any form of social media. In case Option Grantee is found in breach of this clause, the Company shall have undisputed right to terminate any agreement / Grant and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Board regarding breach of this clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this clause, the Board shall have the authority to deal with such cases as it may deem fit.
- 18.2 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 ESOP 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.



For Signatureglobal (India) Limited


Company Secretary