

Onward Technologies Limited

CIN: L28920MH1991PLC062542

Regd. Office: Sterling Centre, 2nd Floor, Dr. A.B. Road, Worli,
Mumbai, Maharashtra, India-400018

**Onward Employee Stock Option Scheme 2024
("ESOS 2024" / "Scheme")**

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1. Name, Objective and Term of the ESOS 2024

- 1.1 This Employee Stock Option Scheme shall be called the **‘Onward Employee Stock Option Scheme 2024’** (“**ESOS 2024**”/ “**Scheme**”).
- 1.2 The objective of the ESOS 2024 is to attract, retain, motivate and reward the key Employees of the Company, and Group Companies including its Subsidiary Company(ies), Associate Company or Holding Company, for their performance and to motivate them to contribute to the growth and profitability of the Company. The Company views Employee Stock Options (“**Options**”) as a long-term incentive tool that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future resulting to achievement of sustainable corporate growth of the Company.
- 1.3 The ESOS 2024 is established with effect from **January 23, 2025** on which the shareholders of the Company have approved the ESOS 2024 by way of a special resolution and shall continue to be in force until (i) its termination by the Board or Committee as per provisions of the Applicable Law, or (ii) the date on which all of the Options available for Grant under the ESOS 2024 have been issued and exercised, whichever is earlier.

2. Definitions and Interpretation

2.1 Definitions

- i. “**Applicable Law**” means every law relating to Options, Employee Stock Options by whatever name called, including and without limitation to the Companies Act, 2013 and the rules framed thereunder, Securities and Exchange Board of India Act, 1992 (“**SEBI**”), SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (“**SEBI SBEB Regulations**”) and includes any statutory modifications or re-enactments thereof and all relevant tax, securities, foreign exchange or corporate laws of India or of any relevant jurisdiction or of any recognized Stock Exchange on which the Shares are 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 constituted by the Board from time to time, to administer and supervise the ESOS 2024 and other Employee benefit Scheme(s), if any, comprising of such members of the Board as provided 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 SEBI SBEB Regulations read with powers specified in this ESOS 2024.

- 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 **‘Onward Technologies Limited’**, a Company incorporated under the provisions of the Companies Act, 1956 and having Corporate Identification Number L28920MH1991PLC062542 and its registered office at Sterling Centre, 2nd Floor, Dr. A.B. Road, Worli, Mumbai, Maharashtra, India, 400018.
- 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 the Group Company including Subsidiary Company (ies), Associate Company or Holding Company as regards an Option Grantee on the payrolls of such Subsidiary Company(ies), Associate Company or Holding 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 Options to the Employees.
- x. **“Employee”** means:
 - (i) an Employee as designated by the Company, who is exclusively working in India or outside India, or
 - (ii) a Director of the Company, whether a whole-time director or not, including a non-executive director, who is not a Promoter or member of the Promoter Group but excluding an Independent Director; or
 - (iii) an employee as defined in sub-clauses (i) or (ii), of a Group Company including Subsidiary or its Associate Company(ies), in India or outside India, or of a Holding Company of the Company.

but excludes-

 - 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 outstanding equity Shares of the Company.
- 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. **“ESOS 2024”** means this **‘Onward Employee Stock Option Scheme 2024’** under which the Company is authorized to Grant Options to the Employees.

- xiii. **“Exercise”** of an Options means expression of an intention by an Employee to the Trust to acquire the Shares underlying the Options vested in him, in pursuance of the ESOS 2024, in accordance with the procedure laid down by the Company or Trust for exercise of Options.
- xiv. **“Exercise Period”** means such time period after each Vesting within which the Employee should exercise the Options vested in him in pursuance of the ESOS 2024.
- xv. **“Exercise Price”** means the price payable by the Employee in order to exercise the Options granted to him in pursuance of the ESOS 2024.
- xvi. **“Grant”** means issue of Options to the Employees under the ESOS 2024.
- xvii. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Options to the Employees are approved or any such date which may be determined by the Committee as the Grant Date.

Explanation: For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.

- xviii. **“Group” or “Group Company”** means two or more companies which, directly or indirectly, are in position to-
 - i) exercise twenty-six percent, or more of the voting rights in the other Company; or
 - ii) appoint more than fifty percent, of the members of the board of directors in the other company; or
 - iii) control the management or affairs of the other company.
- xix. **“Holding Company”** shall have the same meaning as defined under Section 2(46) of the Companies Act.
- 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, as amended.
- xxi. **“Market Price”** means the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed, immediately prior to the Relevant Date.

Explanation- If such Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange having higher trading volume shall be considered as the Market Price.

- xxii. **“Merchant Banker”** shall have the same meaning assigned to it under regulation 2(1)(cb) of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992,

which is registered under Section 12 of the Securities and Exchange Board of India Act, 1992.

- xxiii. **“Misconduct”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to violation or breach of terms of employment as determined by the Committee 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;
 - (vi) Misconduct as provided under the labor laws after following the principles of natural justice; or
 - (vii) Any other terms and conditions as notified by the Committee from time to time.
- xxiv. **“Option”** means an Employee Stock Option individually or collectively, as the context may require within the meaning of the ESOS 2024.
- xxv. **“Option Grantee”** means an Employee who has been granted an Option and has accepted such Grant as required under the ESOS 2024 and shall deem to include nominee/ legal heir of an Option Grantee in case of his/her death to the extent provisions of the ESOS 2024 are applicable to such nominee/ legal heir.
- xxvi. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.
- xxvii. **“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, as amended from time to time.
- xxviii. **“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.

Provided that where the Promoter or Promoter Group of a company is a body corporate, the Promoters of that body corporate shall also be deemed to be Promoters of such company.

- xxix. **"Relevant Date"** means any of the following dates as the context requires:
- (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 Trust by the Option Grantee
- xxx. **"Retirement"** means retirement as per the rules of the Company.
- xxxi. **"Scheme"** means and refers to 'Onward Employee Stock Option Scheme 2024'.
- xxxii. **"SEBI SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and enacted from time to time read with all circulars and notifications issued thereunder.
- xxxiii. **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized Stock Exchange for cash consideration.
- 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 (Rupees Ten Only)** each fully paid-up including the equity shares arising out of the Exercise of Options granted under the ESOS 2024.
- xxxvi. **"Stock Exchange"** means National Stock Exchange of India Limited or Bombay Stock Exchange Limited or any other recognised stock exchange in India on which the Company's Shares are listed.
- xxxvii. **"Subsidiary Company(ies)"** means any present or future Subsidiary Company(ies) of the Company, as per the provisions of the Companies Act.
- xxxviii. **"Trust"** means the 'Onward Technologies Employee Welfare Trust' being irrevocable trust under Indian Trust Act, 1882 and other applicable laws, being set-up by the Company for the administration of the Employee Stock Option Scheme(s) including this ESOS 2024 being authorized from time to time, to acquire, hold and transact in cash and Shares of the Company for the purposes of relevant Employee Stock Option Scheme(s) of the Company including this ESOS 2024.

- xxxix. **“Trustee”** shall mean the person/ entity appointed as a trustee under the trust deed of the Trust to manage the affairs of the Trust.
- xl. **“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 entitled to receive the benefit of Grant made under the ESOS 2024.
- xli. **“Vest” or “Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the ESOS 2024.
- xlii. **“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.
- xliii. **“Vesting Conditions”** means the conditions subject to which the Options granted would Vest in an Option Grantee.
- xliv. **“Vesting Period”** means the period, during which the Vesting of the Option granted to the Option Grantee, in pursuance of the ESOS 2024 takes place.

2.2 Interpretation

In this ESOS 2024 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) for the purposes of any calculation under the ESOS 2024 any fraction will be rounded up or down to the nearest integer;
- g) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution, or re-enactment thereof;
- h) in the context of an Employee of the Group Company including the Subsidiary Company(ies), Associate Company or Holding Company, any reference to Company Policies / Terms of Employment shall refer to such Group Company including such Subsidiary Company(ies), Associate Company or Holding Company, as the case may be;
- i) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of this ESOS

2024 have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Law including SEBI SBEB Regulations, as the context requires; and

- j) words / phrases 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 or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

- 3.1 The Committee and the Board at their respective meetings held on **October 18, 2024** and the shareholders of the Company while approving this ESOS 2024 by way of special resolution dated **January 23, 2025** have authorized the Committee to Grant not exceeding **11,25,000 (Eleven Lakhs Twenty-Five Thousand)** Options to the eligible Employees under the ESOS 2024, from time to time, in one or more tranches, exercisable into not more than same number of Shares to be sourced from primary issuance of Shares, Secondary Acquisition, or both in one or more tranches at such point(s) of time as decided by the Committee being acquired through the Trust, for transfer of such acquired Shares by the Trust to the Option Grantee upon Exercise of Options as per provisions of the Scheme.
- 3.2 Each Option conferring a right upon the Option Grantee to apply for one Share to be transferred by the Trust upon Exercise thereof, in accordance with the terms and conditions as may be determined by the Committee in accordance with the provisions of the ESOS 2024 and Applicable Laws.
- 3.3 The maximum number of Options that may be granted under the ESOS 2024 per Employee and in aggregate (taking into account all Grants) for such Employee, shall not exceed **2,24,000 (Two Lakh Twenty Four Thousand)** per eligible Employee
- 3.4 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Law.
- 3.5 Where Shares are transferred by the Trust consequent upon Exercise of an Option under the ESOS 2024, the maximum number of Shares that can be transferred under the ESOS 2024 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of Shares issued.
- 3.6 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 ESOS 2024, the maximum number of Shares being granted under the ESOS 2024 as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

- 3.7 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Options.

4. Supervision and Administration

4.1 Supervision

- a) This ESOS 2024 shall be supervised by the Committee. All the functions relating to superintendence of this ESOS 2024 shall stand possessed with the Committee in which case the rights, powers, duties or liabilities of the Board to the extent delegated along with that contemplated under the Applicable Law. All questions of interpretation of this ESOS 2024 shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in this ESOS 2024.
- b) Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of ESOS 2024.
- c) The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of ESOS 2024.
- d) The Committee shall, in accordance with this ESOS 2024 and Applicable Law, determine the following:
 - i) The Eligibility Criteria for grant of Options to the Employees;
 - ii) The quantum of Options to be granted under the ESOS 2024 per Employee, subject to the ceiling as specified in Sub-clause 3.1 and 3.2;
 - iii) Terms and conditions in respect of Grant, Vesting and Exercise of Options by the Employees which may be different for different Employees or classes thereof falling in the same tranche of Grant of Options under the ESOS 2024;
 - iv) The specific 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;
 - v) The procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:
 - a) the number and price of Options shall be adjusted in a manner such that total value of the Options remains the same after the corporate action; and
 - b) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option holders.

- vi) the procedure and terms for the Grant, Vesting and Exercise of Options in case of Employees who are on long leave in terms of Sub-clause 7.4 of the ESOS 2024;
 - vii) the conditions under which Options shall vest and be exercised in case of suspension of employment for alleged Misconduct;
 - viii) determine the treatment of the Options held by an eligible Employee in case of suspension/termination of services or in case of any pending inquiries;
 - ix) any matter relating to the Trust and aspects of administration of the ESOS 2024 by the Trust;
 - x) the procedure for buy-back of Options granted under the ESOS 2024 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.
 - xi) the procedure for funding for Exercise of Options, as permitted under the Applicable Law; and
 - xii) approve forms, writings and/or agreements for use in pursuance of the ESOS 2024.
- e) The Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Company, and Group Companies including its Subsidiary Company(ies), Associate Company or Holding Company and Employees, as applicable.

4.2 Administration

- a) This ESOS 2024 shall be administered by the Trust to the extent aspects of such administration are delegated by the Committee as per the requirements of Applicable Law.
- b) The Trust shall be governed subject to following terms and conditions:
 - i) It shall not deal in derivatives and shall undertake only such transactions as permitted under the deed of Trust read with the provisions of the Applicable Law;
 - ii) The Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Law; and

- iii) The Trustees shall not vote in respect of the Shares held by the Trust.
- c) The Trustees while administering the ESOS 2024 shall abide by the provisions contained therein, terms of the Grant, Vesting and Exercise as decided by the Committee and shall ensure compliance of the provisions of relevant Applicable Law as prevailing from time to time, in connection with dealing with the Shares of the Company including but not limited to maintenance of proper books of account, records and documents as prescribed.

5. Eligibility and Applicability

- 5.1 Only Employees within the meaning of ESOS 2024 are eligible for being granted Options. The Eligibility Criteria shall be decided from time to time by the Committee.
- 5.2 The appraisal process for determining eligibility shall be decided from time to time by the Committee. The broad criteria for appraisal and selection may include parameters like tenure with the Company, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, expected role for the corporate growth, etc.

Provided that the Committee while granting the Options to any eligible Employee(s) of the Group Company including Subsidiary Company(ies), Associate Company or Holding 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.

- 5.3 This ESOS 2024 shall be applicable to the Company and any successor company thereof including its Subsidiary Company(ies), Associate Company or Holding Company and the Options may be granted to the Employees and Directors of the Company, its Subsidiary Company(ies), Associate Company or Holding Company as determined by the Committee at its own discretion.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (a) Grants contemplated under ESOS 2024 shall be made on such day and month as decided by the Committee at its discretion.
- (b) Each Grant under this ESOS 2024 shall be made in writing by the Company to the Employees fulfilling the Eligibility Criteria in a letter of Grant as may be approved under the ESOS 2024 from time to time, and disclosure requirements, as prescribed under Applicable Law.

6.2 Acceptance of the Grant

- (a) Any Employee who wishes to accept the Grant made under this ESOS 2024 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 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 Committee determines otherwise.
- (c) Upon acceptance of the Grant in the manner described above, the Employee henceforth as an Option Grantee, shall be bound by the terms, conditions and restrictions of the ESOS 2024 and the Grant documents. The Option Grantee’s acceptance of the Grant of Options under ESOS 2024, within the time period provided, shall constitute an agreement between the Option Grantee and the Company as to the terms of this ESOS 2024 and the Grant document.

7. Vesting Schedule and Conditions

- 7.1 Options granted under this ESOS 2024 would Vest not earlier than minimum Vesting Period of **1 (One)** year and not later than maximum Vesting Period of **4 (Four)** years from the Grant Date. The Committee subject to minimum and maximum ceiling of Vesting Period shall have the power to prescribe the Vesting Schedule for a particular Grant.

Provided that in case where Options are granted by the Company under the ESOS 2024 in lieu of Options held by a person under a similar ESOS 2024 in another company (“**Transferor Company**”) which has merged or amalgamated with the Company, the period during which the Options granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this sub-clause in due compliance with the provisions of SEBI SBEB Regulations.

Provided further that in the event of death or Permanent Incapacity, the minimum vesting period of 1 (One) year shall not be applicable and in such instances, all the Unvested Options shall vest on the date of death or Permanent Incapacity.

- 7.2 As a prerequisite for a valid Vesting, an Option Grantee is required to be in employment or service of the Company or Group Company including Subsidiary Company(ies), Associate Company or Holding Company, as on the date of Vesting and must neither be serving his notice for termination of employment, nor be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings against any Option Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings and such Vesting shall be determined accordingly.
- 7.3 Vesting of Option would be subject to continued employment with the Company, and group company including subsidiary or associate company(ies) or holding company. In addition to this, the Committee may also specify certain performance criteria for each employee, subject to satisfaction of which the Options would vest.

7.4 The Committee shall have the power to prescribe achievement of any performance condition(s)/target(s) being corporate or individual or otherwise with a predefined threshold for Vesting as deemed appropriate.

7.5 The Vesting dates, Vesting Schedule and Vesting Condition in respect of the Options granted under ESOS 2024 shall be determined by the Committee and may vary from an employee to employee or any class thereof and / or in respect of the number or percentage of Options to be vested and would be outlined in the document given to the Option Grantee at the time of Grant of Options.

7.6 **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 included to calculate the Vesting Period unless otherwise determined by the Committee.

8. Exercise

8.1 **Exercise Price:**

- (a) The Exercise Price per Option shall be determined by the Committee at the time of Grant subject to a maximum discount of up to 30% (Thirty percentage) to the Market Price of Shares as on the date of Grant.
- (b) The Exercise Price shall be specified in the letter issued to the Option Grantee at the time of the Grant.
- (c) Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn or by any electronic mode in favour of the Company / Trust or in such other manner as the Committee may decide from time to time.

8.2 **Exercise Period**

The Exercise Period for Vested Options shall be a maximum of **2 (Two) Year** years commencing from the relevant date of Vesting of Options, or such shorter period as may be prescribed by the Committee at time of Grant.

Provided that, in case of separation of an Employee from the employment/service, there shall be a shorter Exercise Period being maximum up to **12 (Twelve) months** from the date of event of separation or date of Vesting, as may be determined by the Committee depending on the nature of separation.

- (a) **While in employment:** The Exercise Period for Vested Options shall be a maximum of **2 (Two) Year** years commencing from the relevant date of Vesting of Options, or such shorter period as may be prescribed by the Committee at time of Grant.
- (b) **In case of separation from employment:** Options can be exercised as per provisions outlined below:

S. No.	Separations event	Vested Options	Unvested Options
1	Resignation or Termination (other than due to Misconduct)	All the Vested Options as on the date of resignation/ termination shall be exercisable by the Option Grantee by the last working day .	All Unvested Options on the date of submission of resignation/ date of termination shall stand cancelled with effect from that date.
2	due to Misconduct	All Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3	Retirement	All the Vested Options as on the date of Retirement shall be exercisable by the Option Grantee within a period of 3 (Three) months from the date of Retirement.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the original vesting schedule even after Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Law. All such aforesaid Vested Options can be Exercised within a period of 3 (Three) months from the date of Retirement or Vesting, whichever is later.
4	Death	All Vested Options may be exercised by the Option	All the Unvested Options as on date of death shall vest

		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.	immediately with effect from the date of his/her death to the Option Grantee's nominee or legal heir and can be exercised in the same manner as 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 incapacity.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately with effect from such event to the Option Grantee and can be exercised in the same manner as defined for Vested Options.
6	Transfer / deputation to the Group Company including Subsidiary Company(ies), Associate Company or Holding Company	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Vested Options shall be as per applicable circumstance mentioned in this table.	Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Unvested Options shall be as per applicable circumstance mentioned in this table.
7	Other reasons apart from those mentioned above	All Vested Options on the date of separation shall stand cancelled with effect from that date.	All Unvested Options on the date of separation shall stand cancelled with effect from that date.

8.3 The Options shall be deemed to have been exercised when an Option Grantee makes an application in writing complete in all respect to the Company/ Trust or by any other means as decided by the Committee, for issue of Shares of the Company against the Options vested in him.

8.4 **Lapse of Options**

The Options not exercised within the Exercise Period shall lapse and be cancelled. The Option Grantee shall have no right over such lapsed or cancelled Options.

9. Lock-in

Except otherwise provided, the Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment of such Shares under ESOS 2024.

Provided that the Shares allotted on such Exercise cannot be sold, transferred or alienated in any manner during such period as required under the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Exit route in case of de-listing

If the Company gets de-listed from all the recognized Stock Exchanges, then the Board or Committee as authorized by the Board shall have the powers to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance of the Applicable Law.

11. Restriction on transfer of Options

- 11.1 The Options shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 11.2 Options shall not be transferable to any person, except in the event of death of the Option Grantee in which case sub-clause 8.2(b) would apply as to transmission of any rights of the deceased Option Grantee.
- 11.3 No person, other than the Option Grantee to whom the Option are granted, shall be entitled to Exercise the Option, except in the event of the death of such Option Grantee, in which case provisions of table under sub-clause 8.2(b) would apply.

12. Rights as a shareholder

- 12.1 The Option Grantee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholder in respect of Options granted, till Shares underlying such Options are allotted on Exercise of such Options.
- 12.2 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 Options and becomes a registered holder of the Shares of the Company.
- 12.3 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 Clause 4.1(d)(v) of the ESOS 2024.

13. Taxation

- 13.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this ESOS 2024 and the Shares issued pursuant to Exercise thereof shall be entirely on the 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 working abroad, if any.
- 13.2 The Company shall have the right to deduct from the Option Grantee's salary or recover separately, any of the Option Grantee tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.
- 13.3 The Company/Trust shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee.

14. Authority to vary terms

- 14.1 For the purpose of efficient implementation and administration of the ESOS 2024 and with the prior approval of the shareholders' of the Company by way of a special resolution, the Committee may revise the terms of the ESOS 2024 and/ or terms of the Options not yet exercised under the ESOS 2024 subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Option Grantee.

Provided that the Company shall be entitled to vary the terms of the ESOS 2024 to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

- 14.2 The Company may also re-price the Options which are not exercised, whether or not they have vested, if the ESOS 2024 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 Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

15. Miscellaneous

15.1 Government Regulations

This ESOS 2024 shall be subject to all Applicable Law including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.

15.2 Inability to obtain approval

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Law, 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 grant the Options or issue Shares.

- 15.3 Neither the existence of this ESOS 2024 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 ESOS 2024 or any future Scheme(s) by being granted an Options on any other occasion.
- 15.4 The rights granted to an Option Grantee upon the Grant of Options shall not accord 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, and Group Companies including its Subsidiary Company(ies), Associate Company or Holding Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 15.5 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 Options in whole or in part.

15.6 General Risks

Participation in the ESOS 2024 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Option Grantee alone.

16. Accounting and Disclosures

- 16.1 The Company shall follow the requirements including the disclosure requirements and Ind- AS 102 on Share-based payments and/ or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act, 2013 or any other appropriate authority, from time to time, including any guidance note on Accounting for employee share-based payments issued in that regard from time to time and the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SEBI SBEB Regulations.
- 16.2 The Company shall make disclosures to the prospective Option Grantee containing statement of risks, information about the Company and salient features of the ESOS 2024 in a format as prescribed under SEBI SBEB Regulations.
- 16.3 The Company shall disclose details of Grant, Vest, Exercise, and lapse of the Options in the Directors' Report or in an annexure thereof as prescribed under SEBI SBEB Regulations or any other Applicable Law as in force.

17. Certificate from Secretarial Auditors

The Committee shall at each annual general meeting place before the shareholders, a certificate from the Secretarial Auditors of the Company that the ESOS 2024 has been implemented in

accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

18. Governing Laws

18.1 The terms and conditions of the ESOS 2024 shall be governed by and construed in accordance with the Applicable Law including the foreign exchange laws mentioned below.

18.2 Foreign Exchange Laws

In case any Options are granted to any Employee being resident outside India belonging to the Company, working outside India, 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 from time to time in connection with Grant, Vest and Exercise of Options thereof.

19. Notices

19.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOS 2024 shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:

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

19.2 Any communication to be given by an Option Grantee to the Company in respect of the ESOS 2024 shall be sent to the person at the address mentioned below:

Designation: Company Secretary

Address: Onward Technologies Limited

Sterling Centre, 2nd Floor, Dr. A.B. Road, Worli, Mumbai, Maharashtra, India-400018

Email id: Compliance@onwardgroup.com

20. Jurisdiction

20.1 The Courts at Mumbai, Maharashtra, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOS 2024.

20.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOS 2024:

(a) in any other court of competent jurisdiction; or

(b) concurrently in more than one jurisdiction

21. Nomination

The Employee must nominate a person as his/her nominee. The nominee in case of death or Permanent Incapacity of Employee shall be the legal representative recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this ESOS 2024.

22. Listing of the Shares

22.1 The Company shall not Grant Options under ESOS 2024 unless it obtains in-principle approval from the Stock Exchanges where it is listed.

22.2 The Company shall appoint a Merchant Banker for the implementation of the ESOS 2024 and for the purpose of obtaining in-principle approval from the Stock Exchanges where it is listed.

22.3 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.

23. Severability

In the event any one or more of the provisions contained in this ESOS 2024 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this ESOS 2024, but this ESOS 2024 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the ESOS 2024 shall be carried out as nearly as possible according to its original terms and intent.

24. Confidentiality

24.1 An Option Grantee must keep the details of the ESOS 2024 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 shall have 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 requirement shall be final, binding and cannot be questioned by the Option Grantee. In case of non-adherence to the provisions of this clause, the Committee will have the authority to deal with such cases as it may deem fit.

- 24.2 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 ESOS 2024 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 Scheme-----