

EMPLOYEE STOCK OPTIONS SCHEME 2022

OF

ONE POINT ONE SOLUTIONS LIMITED

One Point One Solutions Limited

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1. Name, Objective and Term of the Plan

1.1 This Employee Stock Option Plan shall be called 'One Point One Solutions Employee Stock Option Scheme 2022' ("OPO ESOS 2022" / "Plan").

1.2 The objective of the OPO ESOS 2022 is to reward the Employees for association, dedication and contribution to the goals of the Company. The Company intends to use this Plan to attract and retain key talents working with the Company by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views Employee Stock Options as instruments that would enable the Employees to get a share in the value they create for the Company in the years to come.

1.3 OPO ESOS 2022 is established with effect from July 13, 2022 on which the Shareholders have approved the Plan by way of a special resolution and shall continue to be in force until

(i) its termination by the Board or the Nomination & Remuneration Committee of Board as authorized or

(ii) the date on which all of the Employee Stock Options available for issuance under the OPO ESOS 2022 have been issued and exercised, whichever is earlier.

1.4 The Board of Directors or the Nomination & Remuneration Committee of Board as authorized may subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate the OPO ESOS 2022.

2. Definitions and Interpretation

2.1 Definitions

i. "Applicable Law" means every law relating to Employee Stock Options, to the extent applicable, including and without limitation to the Companies Act, 2013, Securities and Exchange Board of India Act, 1992, Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, and all relevant tax, securities, exchange control or corporate laws of India, or amendments thereof or of any relevant jurisdiction or of any Stock Exchange on which the Shares of the Company are listed or quoted.

ii. "Board" means the Board of Directors of the Company.

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- iii. "Cause" 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 misconduct or breach of terms of employment as determined by the Board after giving the Employee an opportunity of being heard:
- (i) Gross misconduct (generally this includes any fundamental breach of contract or conduct which brings the Company/the Board or the Chairman in to disrepute/disgrace);
 - (ii) Material breach of safety rules;
 - (iii) Conviction by any court of law or any other adjudicating authority;
 - (iv) Theft (whether before or after the date of employment contract);
 - (v) Fraud (whether before or after the date of employment contract);
 - (vi) Being under the influence of alcohol or drugs or similar substances, during the work hours or working periods;
 - (vii) Violation of material Terms of Employment or flagrant/blatant failure to follow Company policies, procedures and regulations;
 - (viii) Willful and continued failure to substantially perform duties with the Company (other than such failure resulting from being disabled), within reasonable period of time after a written demand/notice for substantial performance is delivered to Employee by the Board, which demand specially identifies the manner in which the Board believes that the Employee has not substantially performed such duties;
 - (ix) Willful engaging in conduct which is demonstrably and materially injurious to the Company or any of its subsidiaries/associates, monetarily or otherwise;
 - (x) Engaging (whether before or after the date hereof) in egregious/grave misconduct involving serious moral turpitude to the extent that, in the reasonable judgment of the Board, Employee credibility and reputation no longer conform to the standard of the Company executives/Employees;
 - (xi) Willful acts that undermine the Company's reputation or competitiveness after a written demand/notice is delivered to Employee by the Board, which demand specially identifies the manner in which the Board believes that Employee has acted such as to undermine the Company's reputation or competitiveness;

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- (xii) Any particulars provided by Employee or any of the representations or warranties being made are untrue.
- iv. “Companies Act” means the Companies Act, 2013 and rules made thereunder and include any statutory modifications or re-enactments thereof.
- v. “Company” means ‘One Point and One Solutions Limited’, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at International Infotech Park, T-762, Tower-7 Vashi, Navi Mumbai, Maharashtra 400703.
- vi. “Company Policies/ Terms of Employment” means the Company’s policies for Employees and the terms of employment as contained in the employment letter/contract and the Company Handbook, which includes provisions for securing Confidentiality, Non-Compete and Non-Poaching of other Employees and customers.
- vii. “Director” means a member of the Board of the Company.
- viii. “Eligibility Criteria” means the criteria as may be determined from time to time by the Nomination & Remuneration Committee for granting the Employee Stock Options to the employees.
- ix. “Employee”, except in relation to issue of sweat equity shares, 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, in India or outside India, or of a holding company of the company, but does not include—
 - (a) an employee who is a promoter or a person belonging to the promoter group; or
 - (b) a director who, either himself or through his relative or through anybody corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;
- x. “Employee Stock Option” means the option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase at a future date the Shares underlying the option at a pre-determined price.

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- xi. **“Equity Shares”** means fully paid-up Equity Shares of the Company of face value of Rs.2/- (Rupees Two) each.
- xii. **“OPO ESOS 2022”** means the One Point One Employee Stock Option Plan 2022 under which the Company is authorized to grant Employee Stock Options to the Employees.
- xiii. **“Exercise”** means making of an application by an Employee to the Company for issue of Equity Shares, against Vested Options in pursuance of the OPO ESOS 2022, in accordance with the procedure laid down by the Company for such exercise.
- xiv. **“Exercise Period”** means such time period after Vesting within which the Employee should exercise his right to apply for shares against the vested options in pursuance of the OPO ESOS 2022.
- xv. **“Exercise Price”** means the price payable by an Employee for exercising the Options granted to him in pursuance of the OPO ESOS 2022.
- xvi. **“Grant”** means issue of Options to the Employees under the OPO ESOS 2022.
- xvii. **“Holding Company”** means a holding company, if any, of the Company as per provisions of the Companies Act.
- xviii. **“Market Price”** means the latest available closing price, prior to the date of grant of Options by the Nomination & Remuneration Committee, on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange where the highest trading volume on the said date shall be considered.
- xix. **“Nomination & Remuneration Committee”** means the Committee constituted by the Board from time to time, as per the requirements of Applicable Laws, to administer and supervise the Plan and other employee benefit Schemes.
- xx. **“Option”** means Employee Stock Option within the meaning of this Plan.
- xxi. **“Option Grantee”** means an Employee who has been granted an Employee Stock Option in pursuance of the OPO ESOS 2022.
- xxii. **“Permanent Incapacity”** means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an

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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 Nomination & Remuneration Committee based on a certificate of a medical expert identified by the Company.

- xxiii. “Promoter” shall have the same meaning as assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
 - xxiv. “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.
- Provided that where the Promoter or Promoter Group of the Company is a body corporate, the Promoters of that body corporate shall also be deemed to be Promoters of the Company.
- xxv. “Plan” means OPO ESOS 2022 within the meaning of this Plan.
 - xxvi. “Retirement” means retirement as per the rules of the Company.
 - xxvii. “SEBI SBEB Regulations 2021” means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and re-enacted from time to time and includes any clarifications or circulars issued thereunder.
 - xxviii. “Shares” means Equity Shares of the Company.
 - xxix. “Stock Exchange” means the National Stock Exchange of India Ltd. (NSE) or any other Stock Exchange in India on which the Company’s Shares are listed or to be listed in future.
 - xxx. “Subsidiary Company” means any present and future subsidiary company, if any, of the Company as per provisions of the Companies Act, 2013.
 - xxxi. “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.
 - xxxii. “Vesting” means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the OPO ESOS 2022.

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- xxxiii. “Vesting Condition” means any condition subject to which the Options granted would vest in an Option Grantee.
- xxxiv. “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.
- xxxv. “Vesting Period” means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of OPO ESOS 2022 takes place.

2.2 Interpretation

In this Plan, unless the contrary intention appears:

- (i) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (ii) a reference to a clause number is a 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; and
- (v) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

Words and expressions used and not defined herein but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, 2013, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation.

3. Authority

- 3.1 The Shareholders by way of special resolution dated July 13, 2022 have authorized the Company to issue to the Employees under OPO ESOS 2022, not exceeding 94,02,975 (Ninety Four Lakh Two Thousand Nine Hundred Seventy Five) Employee Stock Options convertible into not more than 94,02,975 (Ninety Four Lakh Two Thousand Nine Hundred Seventy Five) Shares of face value of Rs.2/- (Rupees Two) each fully paid-up, with each such Option conferring a right upon the Employee to be issued one Share of the Company, in accordance with the terms and conditions of such issue.

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- 3.2 If the number of Options that may be offered to any specific employee shall exceed 1% or more of the issued capital (excluding warrants & conversion) of the Company at the time of grant of options, then the Company will take prior approval from shareholders of the Company.
- 3.3 If an Employee Stock Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Employee Stock Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.4 Where Shares are allotted consequent upon Exercise of an Employee Stock Option under the OPO ESOS 2022, the maximum number of Shares that can be allotted under OPO ESOS 2022 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of such Shares allotted.
- 3.5 In case of any corporate action(s) such as rights issues, bonus issues, merger and sale of divisions, change in capital structure and others, if any additional equity shares are issued by the Company to the option grantees for the purpose of making a fair and reasonable adjustment to the options granted earlier, the ceiling on the number of options mentioned in the resolution above, shall be deemed to be increased to the extent of such additional equity shares issued.
- 3.6 In case the equity shares of the Company are either sub-divided or consolidated, then the number of shares to be allotted and the exercise price payable by the option grantees under the OPO ESOS 2022 shall automatically stand augmented or reduced, as the case may be, in the same proportion as the present face value of Rs.2/- per equity share bears to the revised face value of the equity shares of the Company after such sub-division or consolidation, without affecting any other rights or obligations of the said grantees.
- 4. Administration**
- 4.1 The OPO ESOS 2022 shall be administered by the Nomination & Remuneration Committee. All questions of interpretation of the OPO ESOS 2022 shall be determined by the Nomination & Remuneration Committee and such determination shall be final and binding upon all persons having an interest in the OPO ESOS 2022.
- 4.2 The Nomination & Remuneration Committee shall in accordance with this Plan and Applicable Laws determine the following:
- (i) The Eligibility Criteria for grant of Employee Stock Options to the Employees;

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- (ii) The quantum of Employee Stock Options to be granted under the OPO ESOS 2022 perEmployee subject to ceiling specified in Sub-clause 3.2;
 - (iii) Terms and conditions in respect of grant to, vest in and exercise of Options by the Employees which may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under OPO ESOS 2022;
 - (iv) The procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, sale of division, stock split, stock consolidation, rights issues, bonus issues and others;
 - (v) The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
 - (vi) the procedure for Vesting in case of termination of employment, if required;
 - (vii) The procedure for cashless exercise of Employee Stock Options, if required;
 - (viii) Variation in the Terms & Conditions of the options not yet exercised by the Employees provided such variation is not prejudicial to the interests of the option holders, and
 - (ix) Approve forms, writings and/or agreements for use in pursuance of the OPO ESOS 2022.
- 4.3 The Nomination & Remuneration 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 its Employees, as applicable.
- 5. Eligibility and Applicability**
- 5.1 Only Employees within the meaning of this Plan are eligible for being granted Stock Options under OPO ESOS 2022. The specific Employees to whom the Stock Options would be granted and their Eligibility Criteria would be determined by the Nomination & Remuneration Committee.
- 5.2 The Plan shall be applicable to the Company and any successor company thereof, Associate Companies, Subsidiary Companies and Holding Company and may be granted to the Employees and Directors of the Company, of the Subsidiary Company, and Holding Company as determined by the Nomination & Remuneration Committee at its own discretion.

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Provided that in case of any Grant of Option to the Employees of Subsidiary Company, and Holding Company, prior approval of the Shareholders shall be obtained as per provisions of the Applicable Laws.

6. Vesting Schedule and Vesting Conditions

- 6.1 Options granted under OPO ESOS 2022 would vest not earlier than one year and not later than five years from the date of grant of such Options.

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

Vesting of Options would be subject to continued employment with the Company and provided the employee has not served any notice of resignation. (Refer Clause 7.2 (ii))The Options would vest on completion of Vesting Period. The Nomination & Remuneration Committee may also specify certain performance parameters, detailed terms and conditions relating to such performance based vesting, the proportion in which options granted would vest and/or lock in period subject to which the Options would vest.

The specific vesting schedule and conditions subject to which vesting would take place would be outlined in the document(s) given to the Option Grantee at the time of grant of Options.

Provided further that in the event of death or permanent incapacity of the employee to whom Options are granted, the minimum vesting period of one year shall not be applicable and in such instances, the options shall vest to the legal representatives of the employee on the date of death or permanent incapacity.

In this regard, a company shall frame an appropriate policy with respect to the death or permanent incapacity of an employee, subject to compliance with applicable labour laws.”

7. Exercise

7.1 Exercise Price:

- a. Exercise Price shall be the price as may be determined by the Nomination & Remuneration Committee.

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- b. Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favour of the Company, or by RTGS/ NEFT to the designated Bank Account of the Company, or in such other manner and subject to such procedures as the Nomination & Remuneration Committee may decide.

7.2 Exercise Period:

(a) While in employment:

- (i) The Exercise Period shall be five years from the date of respective vesting or such other shorter period as may be decided by the Nomination & Remuneration Committee from time to time.
- (ii) The Options shall be deemed to have been exercised when an Employee makes an application in writing to the Company or by any other means as decided by the Nomination & Remuneration Committee, for the issuance of Equity Shares against the Options vested in him, subject to Applicable Laws.

(b) Exercise Period in case of separations: Options can be exercised as per provisions outlined below:

S. No.	Separations	Vested Options	Unvested Options
1	Resignation/ termination (other than due to Cause)	All Vested Options as on date of submission of resignation may be exercised by the Option Grantee by the last working day with the Company.	All Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date.
2	Termination due to Cause	All Vested Options which were not exercised 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/ Superannuation	All Vested Options can be exercised by the Option Grantee within 24 months from date of retirement.	All Unvested Options would continue to vest in accordance with their respective vesting schedules even after retirement or superannuation.

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4	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 24 months from the date of Death.	All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 24 months from the date of Death.
5	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee or, if the Option Grantee is himself, unable to exercise due to such incapacity, the nominee or legal heir, immediately after, but in no event later than 24 months from the date of such incapacity.	All the Unvested Options as on the date of such Permanent Incapacity shall vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir immediately after, but in no event later than 24 months from the date of such incapacity.
6	Other reasons apart from those mentioned above	The Nomination & Remuneration Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall stand cancelled with effect from that date.

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

8. Lock-in

8.1 The Shares issued upon Exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after such Exercise.

Provided however that the Shares allotted on such Exercise cannot be sold for such days from the date of allotment in terms of Code of Conduct to Regulate, Monitor & Report Trading by Designated Persons read with Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 (SEBI Insider Trading Regulations), as amended or such other period as may be stipulated from time to time in terms of said Code of Conduct.

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9. **Exit route in case of de-listing**
 - 9.1 If the Company gets de-listed from all the recognized Stock Exchanges, then 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 Laws.
10. **Other Terms and Conditions**
 - 10.1 The Employee 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 Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted by the Company on exercise of such Employee Stock Option.
 - 10.2 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 Employee Stock Option and becomes a registered holder of the Shares of the Company.
 - 10.3 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
 - 10.4 If the Company issues bonus shares or rights shares, the Option Grantee shall 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 4.2 (d) of OPO ESOS 2022.
 - 10.5 Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case provisions in table under Sub-clause 7.2 (b) would apply.
 - 10.6 No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death of the Option Grantee, in which provisions in table under Sub-clause 7.2 (b) would apply.
11. **Taxation**
 - 11.1 The liability of paying taxes, if any, in respect of Employee Stock Options granted pursuant to this Plan and the Shares issued pursuant to exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.

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

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

12. Authority to vary terms

12.1 Subject to such approvals as may be required, the Nomination & Remuneration Committee may at any time amend, alter, vary the terms of the Plan.

13. Miscellaneous

13.1 Government Regulations

The OPO ESOS 2022 shall be subject to all Applicable Laws to the extent applicable. The Grant of Options and allotment of Shares to the Employees under this OPO ESOS 2022 shall be subject to the Company requiring the Employees to comply with all Applicable Laws.

13.2 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 allotment and issuance of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of such inability.

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

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

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- 13.5 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Employee Stock Option in whole or in part.
- 13.6 Participation in OPO ESOS 2022 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 Employee alone.
- 14. Accounting and Disclosures**
- 14.1 The Company shall follow the laws/regulations applicable to accounting and disclosure related to Employee Stock Options, including but not limited to the Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other authority from time to time, including the disclosure requirements prescribed therein.
- 14.2 Where the existing Guidance Note or Accounting Standard do not prescribe accounting treatment or disclosure requirements for OPO ESOS 2022 then the Company shall comply with the relevant Accounting Standard as may be prescribed by the Institute of Chartered Accountants of India (ICAI) from time to time.
- 14.3 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features of the OPO ESOS 2022 in a format as prescribed under SEBI SBEB Regulations 2021.
- 14.4 The Company shall disclose details of Grant, Vest, Exercise and lapse of the Employee Stock Options in the Directors' Report or in an annexure thereof as prescribed under SEBI SBEB Regulations, 2021 or any other Applicable Laws as in force.
- 15. Certificate from Secretarial Auditor**
- 15.1 The Board shall at each annual general meeting place before the Shareholders a certificate from the Secretarial Auditor of the Company that the Plan has been implemented in accordance with the SEBI SBEB Regulations, 2021 and in accordance with the resolution of the Company in the general meeting.

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16. Governing Laws

16.1 The terms and conditions of the OPO ESOS 2022 shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.

16.2 Foreign Exchange Laws

In case any Employee Stock 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, Exercise of Employee Stock Options and allotment of Equity Shares thereof.

17. Notices

17.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this OPO ESOS 2022 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- (i) Sending communication(s) to the address of the Option Grantee available in the records of the Company; 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, by the Company to the prospective /existing Option Grantee during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

17.2 Any communication to be given by an Option Grantee to the Company in respect of OPO ESOS 2022 shall be sent to the person at the address mentioned below or e - mailed at:

Name	: Pritesh Sonawane
Designation	: Company Secretary & Compliance Officer
Address	: International Infotech Park, T-762, Tower-7 Vashi, Navi Mumbai, Maharashtra 400703
Email	: pritesh.sonawane@1point1.in

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18. Jurisdiction

- 18.1 The Courts in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this OPO ESOS 2022.
- 18.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this OPO ESOS 2022:
- (i) in any other court of competent jurisdiction; or
 - (ii) Concurrently in more than one jurisdiction.

19. Severability

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

20. Confidentiality

- 20.1 An Option Grantee must keep the details of the OPO ESOS 2022 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 Clause on confidentiality, the Company has undisputed right to terminate any Agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this 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.
- 20.2 On acceptance of the grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

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18 For One Point One Solutions Ltd.


Company Secretary & Compliance Officer

