

RUBICON RESEARCH LIMITED

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Employees Stock Option Scheme-2022

(RRL ESOS 2022)

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## **1. Introduction**

RUBICON RESEARCH LIMITED (*formerly known as RUBICON RESEARCH PRIVATE LIMITED*) (Rubicon) has instituted an Employees' Stock Option Plan (ESOP) Plan in 2019 [the "ESOP2019"] with the aim of attracting new talent, of instilling a sense of ownership into the employees of the Group. The plan also aims to retain and reward the talent in the Group, especially to reward high performance and improving the financial performance of the Group, thereby contributing to Rubicon's success.

This document sets out the features of the scheme crafted under Clause 3.40 of ESOP2019 and will be referred to as "RRPL ESOS 2022". Once notified, this will become an integral part of ESOP2019.

This is a confidential document and should not be shared or discussed with anyone who is not an employee of Rubicon, unless it is necessary to do so for legal and statutory compliances.

## **2. Objective**

The objective of RRPL ESOS 2022 is to expand the grant of options under the ESOP2019, while also clarifying / removing ambiguities that may have arisen in the grant of stock options under any earlier scheme under the ESOP2019.

It is envisaged that RRPL ESOS 2022 will motivate employees of Rubicon towards high performance and thereby enjoy the rewards that accrue through the ownership of Rubicon.

## **3. Effective Date**

The RRPL ESOS 2022 will come into effect on 22<sup>nd</sup> July 2022 and will remain in effect until a date as decided by the Board of Directors of Rubicon and will be duly notified under clause 4 of ESOP2019.

## **4. Definitions**

Except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against.

4.1 "Acceptance Form" shall mean the form that the Grantee has to submit indicating his acceptance of the offer made to him to participate in the Plan and/or any Notified Scheme(s) under the Plan.

4.2 "Applicable Laws" means and includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, and orders of any Government, statutory authority, tribunal, board, court or recognized stock exchange applicable to the Scheme, including without limitation, the Companies Act read with the Companies (Share Capital and Debenture Rules), 2014, regulations of the Securities and Exchange Board of India, including the SEBI (SBEB & SE) Regulations and all relevant tax laws, securities, exchange control or corporate laws, including any circular, notification issued thereunder of India or any relevant jurisdiction or of any Stock Exchange on which the Shares (as defined hereinafter) may be listed or quoted and includes, any amendment, modification, alteration or re-enactment made to such laws, rules, regulations or bye-laws;

4.3 "Beneficiary" or "Nominee" shall mean the person or persons, trust or trusts designated by the Participant, or in the absence of any designation by the Participant, a person or persons who is/are entitled by the will or probate of the Participant to receive the benefits specified in the Plan, the legal heirs of the Participant, if the Participant dies intestate and includes the Participant's executors or administrators, if no other beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the nomination form in the exercise of any powers conferred under the Plan or any other agreements forming part thereof.

4.4 “Board” shall mean the Board of Directors of Company.

4.5 “Cause” shall have such meaning as is set forth in a separate written agreement between an Employee and the Group or, in the absence of such an agreement, shall mean:

- i) Conviction of a crime involving moral turpitude.
- ii) An act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of an Employee’s employment with the Group.
- iii) Damage to assets of the Group caused intentionally or by negligence.
- iv) Disclosure of Group confidential information contrary to Group policies caused intentionally or by negligence.
- v) Breach of obligations under this scheme.
- vi) Engagement in any competitive activity that violates this scheme and/or any written understanding with the Group.
- vii) A breach of any of the Group’s policies, committed intentionally or due to negligence.
- viii) The wilful and continued failure to substantially perform duties for the Group (other than as a result of incapacity due to physical or mental illness); or
- ix) Wilful conduct by Employee that is demonstrably and materially injurious to Group, monetarily or otherwise.

For purposes of this paragraph, an act, or a failure to act, shall not be deemed ‘wilful’ or ‘intentional’, unless it is done, or omitted to be done, by the Employee in bad faith or without a reasonable belief that his act or omission was in the best interest of the Group. Failure to meet the performance standards or objectives, by itself, does not constitute “Cause”. “Cause” also includes any of the above grounds regardless of whether the Group learns of it during or subsequent to the Employee’s employment with the Group.

Furthermore, notwithstanding anything contained in this clause above, “Cause” shall also mean an act of omission or commission by the Employee in regard to his duties or affecting his general character, which law and public opinion will pronounce to be sufficient to justify a forfeiture of office.

4.6 “Change of Control” shall mean an event where the Promoters or the Promoter Group enter into any definitive agreement to sell any Shares in one or more tranches to a buyer and/or where the Company enters into any definitive agreement to allot Shares in one or more tranches to the buyer.

4.7 “Closing Date” shall mean the last date on which the offer of Units made by the Company to a Grantee can be accepted. In case such last date is a non-working day, then the Closing Date shall be deemed to be the immediately following business day.

4.8 “Company” shall mean Rubicon Research Limited (“Rubicon”) (*formerly known as Rubicon Research Private Limited*), a company incorporated and registered under the Companies Act, 1956 having its registered office (currently) at MedOne House, Plot number B-75, Road Number 33, Wagle Estate, Thane Mumbai 400604, India.

4.9 “Compensation Committee” or “Committee” shall mean the Committee as constituted by the Board from time to time as per Articles of Association of the Company.

4.10 “Continuing Employee” shall mean an Employee who continues with his employment with the Group in the normal course or post a Change of Control event should such an event occur.

4.11 “Constructive Dismissal” shall have such meaning as is set forth in any Scheme or a separate written agreement between an Employee and the Group or, in the absence of such a meaning set forth in any Scheme / an agreement, it shall mean termination of employment as a consequence of a Change of Control and because of:

- (i) A reduction in the Participant’s then current salary, except due to a relocation or a general reduction in salaries;
- (ii) A material diminution of the Participant’s responsibilities, status, title or duties hereunder;
- (iii) A failure by the Group to provide the Participant with benefits which are comparable in material respects as those provided immediately prior to a Change of Control;

Provided, however, that unless stated otherwise in the Scheme or a separate written agreement between an Employee and the Group, a Constructive Dismissal will only occur upon (1) written notice by the Participant to the Group of the existence of one or more of the conditions listed above and of the Employee’s intention to terminate employment with the Group, within 90 days after the commencement of such condition; and (2) the Group’s failure to cure such condition within 90 days after the Group’s receipt of such notice. Any such written notice shall specify the particular act or acts, or failure to act, which is or are the basis for the Constructive Dismissal.

4.12 “Corporate Action” shall mean a rights issue, a bonus issue, a merger, a sale of a division and other similar actions.

4.13 “Director” shall mean a member of the Board

4.14 “Eligible Employee” for the purpose of this scheme shall mean identified Employee(s) as per Clause 5 below.

4.15 “Employee” shall mean

- (i) a permanent employee of the Group, working in or out of India; or
- (ii) a director of the Company/Group, whether a whole time director or not, but excluding an independent director; or
- (iii) an employee as defined in sub-clause (i) and (ii) of a Group but does not include –
  - (a) an employee who is a Promoter or a person belonging to the Promoter Group; or
  - (b) a Director who either himself or through his Relative or through any body corporate, directly or indirectly, holds more than 10 percent of the outstanding Shares of the Company.

4.16 “Exercise” shall mean making of an application by the Participant to the Company for issue/ transfer of Shares against the Vested Units as per terms and conditions stated in this scheme and/or Notified Scheme(s).

- 4.17 “Exercise Date” shall mean the date on which the Participant exercises his rights in respect of Vested Units.
- 4.18 “Exercise Period” shall mean an IPO or a period of 10 years from vesting of shares or occurrence of liquidity event or a period as approved by Board on case to case basis.
- 4.19 “Exercise Price” shall mean the price of each Share payable by the Participant for exercising the Vested Units granted to him in pursuance of the Plan/Notified Scheme(s)/Grant letter.
- 4.20 “Ex-Employees” shall mean an Employee who has separated (whether voluntarily or involuntarily, other than for Cause) or retired from employment with the Company/ the Group.
- 4.21 “Fair Market Value” shall mean the value of the Share as determined by an Independent Valuer.
- 4.22 “General Meeting” shall mean a General Meeting (including an Extraordinary General Meeting) of the Shareholders of the Company held in accordance with the Articles of Association of the Company and Applicable Laws.
- 4.23 “Grant” shall mean the process by which a Grantee is granted a Unit.
- 4.24 “Grant Date” shall mean the date on which the Units are granted to a Grantee by the Company/ Committee/Board under the relevant Notified Scheme of the Plan.
- 4.25 “Grant Letter” shall mean the letter by which a Grant of Units is communicated to the Grantee.
- 4.26 “Grantee” shall mean an Eligible Employee pursuant to Clause 5 below, who at the time of the Grant of the Unit is eligible to participate under the Plan.
- 4.27 “Group” shall mean two or more companies which, directly or indirectly, are in a position to:
- (i) exercise twenty-six per cent. or more of the voting rights in the other company; or
  - (ii) appoint more than fifty per cent. of the members of the Board of Directors in the other company; or
  - (iii) control the management or affairs of the other company.
- 4.28 “Holding Company” shall mean a holding company as defined under section 2(46) of the Companies Act, 2013, and as amended from time to time.
- 4.29 “Independent Director” shall mean a Director of the Company (not whole time Director and who is neither a Promoter nor belonging to the Promoter Group) who, apart from receiving director's remuneration does not have any other material pecuniary relationship or transactions with the Company, its Promoters, its Management or its Subsidiaries, which in the judgment of the Board/ Committee/Board may affect the independent judgment of the Director.
- 4.30 “Independent Valuer” shall mean a registered valuer under the Companies Act, 2013.
- 4.31 “IPO” shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- 4.32 “Liquidity Event” shall mean a Change of Control.

4.33 “Long Leave” shall mean any leave (whether paid and/or unpaid) from the services of the Group for a period of time that exceeds 3 months in any fiscal year.

4.34 “Participant” shall mean a Grantee who accepts a Grant from the Company to participate in this Plan pursuant to Clause 9 below and, in case of death/ permanent disability of a Grantee, shall include a Beneficiary or Nominee of the Grantee.

4.35 “Plan” shall mean this Rubicon Employee Stock Option Plan under which the Company grants Units to Grantees, and shall include any alterations, amendments, additions, deletions, modifications, or variations thereof from time to time. Further, the Plan shall also include Schemes notified as per Clause 4.41 below.

4.36 “Promoter” shall have meaning as defined under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

4.37 “Promoter Group” shall have meaning as assigned to the term under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

4.38 “Redundant Employee” shall mean an Employee whose employment with the Company/ the Group is terminated without Cause on account of a Change of Control event, including termination by Constructive Dismissal at a Change of Control.

4.39 “Relative” shall mean the following persons:-

- a) they are members of a Hindu Undivided Family; or
- b) they are husband and wife;
- c) Father: Provided that the term “Father” includes the step-father;
- d) Mother: Provided that the term “Mother” includes the step-mother;
- e) Son: Provided that the term “Son” includes the step-son;
- f) Son’s wife;
- g) Daughter;
- h) Daughter’s husband;
- i) Brother: Provided that the term “Brother” includes the step-brother;
- j) Sister: Provided that the term “Sister” includes the step-sister.

4.40 SEBI ICDR Regulations means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

4.41 SEBI (SBEB & SE) Regulations means the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations 2021, as amended and enacted from time to time read with all circulars and notifications issued thereunder.

4.42 “Scheme/s” or “Notified Scheme/s” shall mean the scheme(s) approved and notified by the Committee/ Board/ Company to be a part of the Plan.

4.43 “Share” shall mean an equity share of Company of face value of INR 1/-.

4.44 “Shareholder” shall mean a registered holder of a Share in the share capital of the Company.

4.45 “Subsidiary Company” or “Subsidiary” shall mean a subsidiary company as defined under section 2(87) of the Companies Act, 2013, and as amended from time to time.

4.46 “Substituted Plan” shall mean another employee stock incentive plan under which Employees may be allowed to take part in the benefits of, in the event this Plan and the Notified Schemes thereunder are to be discontinued.

4.47 “Termination Date” shall mean the date of termination of employment or the date of separation, whichever is earlier, of the Participant with/from the Group.

4.48 “Unit” shall mean a right, but not an obligation to acquire and be allotted a Share at the Exercise Price determined in accordance with Clause 9 below, subject to the other terms and conditions of the Plan.

4.49 “Unvested Unit” shall mean a Unit which is not a Vested Unit.

4.50 “Vesting” shall mean the process by which the Participant is given the right but not an obligation, to apply for Shares of the Company against the Unit granted to him in pursuance of the relevant Notified Scheme under the Plan, subject to the provisions of this Plan.

4.51 “Vested Unit” shall mean a Unit, which has vested in pursuance of Clause 8 below with the Participant and has thereby become exercisable subject to the provisions of this Plan and the applicable Notified Scheme.

4.52 “Vesting Date” shall mean the date on and from which the Unit vests with the Participant and thereby becomes exercisable subject to the provisions of this Plan and the applicable Notified Scheme.

4.53 “Vesting Period” shall mean the period during which the vesting of the Unit granted to the Participant in pursuance of the relevant Notified Scheme under the Plan takes place.

4.54 “Construction”

- a) References to Clauses are to the clauses of this Plan.
- b) The headings/ subheadings/ titles/ subtitles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in the light of the contents thereof.
- c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- d) Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.
- e) The term 'including' shall mean 'including without limitation', unless otherwise specified.
- f) Reference to any Act, Rules, Statute or Notification shall include any statutory modification, substitution or re-enactment thereof.
- g) Unless the context otherwise requires, words denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.

## 5. Eligibility

Only Employees (including future employees) of Group are eligible for being granted Options under RRPL ESOS 2022. The specific Employees to whom the Options would be granted and their eligibility criteria would be determined by the Board / Compensation Committee. The eligibility criterions are a combination of the following

- a. Tenure in the organisation
- b. Level
- c. Performance

## 6. Compensation Committee

- 6.1 The Scheme shall be administered and managed by the Compensation Committee (hereinafter referred to as the Nomination and Remuneration Committee) of the Company as specified hereinafter with the Applicable Law. Hereinafter wherever the words appear as Compensation Committee shall be read as the Nomination and Remuneration Committee
- 6.2 The Compensation Committee shall be a committee of such members of the board of directors of the company as provided under Regulation 19 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
- 6.3 Subject to Applicable Law, the powers of the Compensation Committee shall, inter alia, include the power to:
  - i. determine the Employees eligible for participation in the Plan;
  - ii. determine the number of Options to be Granted, to each Employee and in the aggregate and the times at which each such Grant shall be made;
  - iii. determine the performance parameters for Grant of Options under the Plan;
  - iv. determine the performance evaluation criteria from time to time based on which the performance of the Employee will be evaluated for the Grant and / or for the Eligibility for Vesting;
  - v. determine the timing of the Vesting of the Granted Options, and any conditions, based on performance or otherwise, subject to which such Vesting shall take place;
  - vi. determine the Exercise Period within which the Employee is required to Exercise the Option, beyond which period the Option shall lapse;
  - vii. determine the Exercise Price or the formula for determining the Exercise Price;
  - viii. accelerate, modify, vary, relax or waive the time period and / or modify the performance conditions for the Vesting, as the case may be;
  - ix. specify the time period within which the Employee shall Exercise the Vested Options in the event of termination or resignation of the Employee (other than for misconduct);
  - x. lay down the conditions under which Options Granted or Vested in Employees may lapse in case of termination of employment for misconduct;
  - xi. lay down the procedure for making a fair and reasonable adjustment to the number of Options Granted and/or to the Exercise Price in case of a Change in Capital Structure and/or a Corporate Action;
  - xii. provide for the right of an Employee to Exercise all the Options Vested in him at one time or at various points of time within the Exercise Period;
  - xiii. lay down the method for satisfaction of any tax obligation arising on the Exercise of the Options or otherwise;
  - xiv. lay down the procedure for cashless Exercise of Options, if at all so intended by the Compensation Committee;

- xv. provide for the Grant, Vesting and Exercise of Options in case of Employees who are on long leave or whose services have been seconded/deputed at the instance of the Employer Company to its Subsidiary or Holding Company;
  - xvi. frame suitable rules, policies and systems to ensure that there is no violation, as and when applicable, of:
    - a. SEBI (Prohibition of Insider Trading) Regulations, 2015, and
    - b. SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003;
  - xvii. exercise such powers as may be necessary or expedient in connection with the effective and efficient implementation and/or administration of the Plan.
- 6.4 The members of the Compensation Committee shall abstain from participating in discussions, and voting, on matters which directly affect their individual ownership under the Plan.
- 6.5 No member of the Compensation Committee shall be liable for any decision or action made in good faith with respect to the Plan.
- 6.6 The number of members of the Compensation Committee and their powers and functions for implementing the Plan may be specified, varied, altered or modified from time to time by the Board of Directors subject to Applicable Law. The Board may further provide that the Compensation Committee shall exercise certain powers only after consultation with the Board and in such case the said powers shall be exercised by the Compensation Committee accordingly.

## **7. RRPL ESOS 2022. Grant Procedure and Acceptance**

The total pool size allocated under ESOS 2022 is 39,09,060 units convertible into 39,09,060 equity shares of Re. 1/- each upon exercise.

Stock Options representing shares under the RRPL ESOS 2022 will be granted to the eligible employees. Each such Stock Option granted will be equivalent to one equity share of Rubicon, after it has been Vested and Exercised. A letter of grant will be issued to an eligible employee, containing among other details the following:

- a. Number of Stock Options granted.
- b. Grant date
- c. Exercise Price of each Stock Option
- d. Vesting schedule & condition

The employee shall communicate his/her acceptance in writing within 15 days from the date of grant, in the format prescribed by Rubicon. Such communication will constitute a contract between the employee and Rubicon, and each accepted stock option will be considered an unvested stock option until the conditions of vesting are fulfilled.

If the employee does not communicate his/her acceptance within the 15-day period, the grant will be deemed to have been revoked.

A separate resolution in general meeting shall be passed by the shareholders in case of:

- i) Grant of options to the Employees of subsidiary or holding company
- ii) Grant of option to Employees, during any one year, equal to or exceeding one per cent of the issued capital (excluding any outstanding warrants and conversions) of the Company at the time of grant of such Options.

## 8. Vesting and Vesting Period

- 8.1 Options granted under RRPL ESOS 2022 would vest not less than one year and not more than four years from the date of grant of such Options. Vesting of Options would be subject to continued employment with the Company and thus the Options would vest on passage of time.
- 8.2 The vesting schedule and 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.

In case of a fractional number of Stock Options vesting on any particular date, it will be rounded to the nearest whole number, in such a way that the total number of Stock Options vesting over the entire period for an employee will be equal to the total number of Stock Options granted to that employee.

## 9 Exercise

- 9.1 The exercise price shall be such price as determined by the board being not less than the face value of an Equity Share of the Company as on the date of grant of options.

Payment of the Exercise Price on exercise date shall be made by a crossed cheque or a demand draft drawn in favour of the Company or in such other manner as the Board / Compensation Committee may decide.

- 9.2 There shall be no lock-in post vesting of the options. The options shall however be exercised at the time of occurrence of the Liquidity event.
- 9.3 The Options can be exercised only at the time of Liquidity Event within the exercise period.
- 9.4 The options can be exercised as per the provisions outlined in the table below:

Sr. No.	Events	Vested Options	Unvested Options
1	<b>In case of continuation of employment</b>	Vested Options can be exercised by the Option Grantee within exercise period at the time of Liquidity Event.	All the Unvested Options shall continue to vest as per the original vesting schedule.
2	<b>Termination for cause</b>	Vested Options which were not exercised at the time of such termination shall stand forfeited with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand cancelled with effect from that date.
3	<b>Attainment of superannuation</b>	Vested Options can be exercised by the Option Grantee within exercise period at the time of Liquidity Event.	All Unvested Options will stand cancelled as on the date of such retirement,

4	<b>Death</b>	Vested Options may be Exercised by the beneficiary of deceased participant within exercise period at the time of Liquidity Event at the discretion of Board / Committee	All the Unvested Options as on the date of death shall vest immediately and may be exercised by the beneficiary of deceased participant within exercise period at the time of Liquidity Event, at the discretion of the Board / Committee.
5	<b>Disability of Participant</b>	All Vested Options as on the date of such permanent incapacity or disability may be Exercised by the Option Grantee within exercise period at the time of Liquidity Event at the discretion of Board / Committee.	All the Unvested Options as on the date of such permanent incapacity or disability shall vest immediately and can be exercised by the Option Grantee or, in case of his death, or inability to exercise due to such incapacity, the nominee or legal heirs within exercise period at the time of Liquidity Event, at the discretion of Board / Committee.
6	<b>Other terminations (termination for reasons other than specified above)</b>	Vested Options as on the date of termination shall be exercisable during exercise period at the time of Liquidity Event.	All the Unvested Options on the date of termination shall stand cancelled with effect from that date.
7	<b>Other Reasons Apart from those mentioned above</b>	The Board / Compensation Committee will decide whether the Vested Options as on that date can be exercised by the employee or not, and such decision shall be final.	The Board / Compensation Committee will decide whether the Unvested Options as on that date can be exercised by the employee or not, and such decision shall be final.

The Board / Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.

Such accelerated vesting may be allowed subject to minimum vesting period of 1(one) year.

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

9.5 In case the Vested Options are not exercised within the Exercise Period defined in the table at Clause 9.4 above, such Options shall lapse and the Option Grantee shall not have any recourse to such Vested Options.

## **10 Exercise Period and Procedure**

10.1 The Participant alone can Exercise the Vested Units within the Exercise Period and on the occurrence of a Liquidity Event.

10.2 Subject to the relevant Notified Scheme(s), Clause 10 and Clause 14 of the Plan, the Participant alone can Exercise the Vested Units within the Exercise Period

10.3 No Vested Unit shall be exercisable in a fractional form.



- 10.4 Exercise of the Vested Units shall take place in form & at the time and place designated by the Board/ Company/ the Committee and by executing such documents as may be required under the Applicable Laws and/or by the Company/ the Committee /board to pass a valid title of the relevant Shares to the Participant, free and clear of any liens, encumbrances and transfer restrictions save for those set out herein.
- 10.5 A Vested Unit shall be deemed to be validly exercised only when the Committee/board or any other person ratified by the Committee/ Board receives written and signed notice of Exercise ('Exercise Form') from the Participant and, subject to Clause 10.4 above, the full payment of the Exercise Price, taxes (wherever arising) and any other sums due to the Company as per the Plan in respect of Exercise of the Unit ('Aggregate Exercise Price').
- 10.6 The Committee/board shall endeavor to ensure that the process of allotment of Shares to the Participant who has validly exercised his Vested Units is completed within reasonable time from the time of receiving the Exercise Form by the Committee/board.
- 10.7 Notwithstanding anything else contained in the Notified Scheme(s) under the Plan and, if the Participant does not exercise his Vested Units within the time specified in Exercise Period the Units shall automatically lapse at the end of the aforesaid period and the contract referred to in Clause 9.1, 9.4 & 9.5 above shall stand automatically terminated without any liability to the Company/ the Group.
- 10.8 The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Units. Payment must be made by one of the following methods:
- i) Cheque or demand draft issued in the name of the Company as the Committee/board may specify; or
  - ii) Remittance directly to the bank account of the Company (wire transfer) as the Board/Committee may specify; or
  - iii) The Participant may exercise Vested Units using a net settlement feature, which will allow the Participant to pay the Exercise Price out of the Shares otherwise deliverable upon Exercise (using the Fair Market Value (as defined in the Plan) of the Shares on the date of Exercise to determine the number of Shares to be withheld in respect of such Exercise Price), subject to (a) the Company's ability to provide for such net settlement feature under Applicable Law or (b) obtaining the necessary other government or quasi – governmental agency permission; or
  - iv) Any combination of such methods of payment acceptable to the Committee/board at its sole discretion.
- 10.9 Upon completion of a valid Exercise of Units as laid out above, the Board/Committee shall make an allotment of Shares to the Participant either directly from the Company or under any other mechanism as permissible under Applicable Laws and along with requisite resolutions to that effect. On exercising, the Company shall allot Shares to the Participant, or if requested in writing by the Participant, to the Participant or jointly with another person, provided (a) the Board/Committee finds the Exercise Form complete; and (b) all the conditions of this Plan are complied with.
- 10.10 Only upon allotment of the Shares, the Participants shall become members of the Company. Subject to Clause 17 below, the Shares to be allotted shall rank pari-passu in all respects with the outstanding Shares of the Company.



- 10.11 At the time of allotment of Shares pursuant to a valid Exercise, the Participant will be required to sign such papers as may be considered necessary by the Board/ Committee to lawfully execute/ enforce various provisions of the Plan/Scheme(s).
- 10.12 No Participant should seek to sell or otherwise transfer the Shares until there is a confirmation from the Company that the listing procedures with respect to the allotted Shares have been completed. Subject to and Clause 17 of the Plan, the Participant shall sell the Shares so acquired in accordance with suitable policies/ rules/ procedures framed by the Company/ the Board/Committee.
- 10.13 Unless otherwise stated in a Scheme, Vested Units shall not be exercised until a Liquidity Event takes place.
- 10.14 An employee may appoint his/her Relative as nominee(s) for the purpose of exercising the rights, subject to the obligations, in terms of the ESOS Scheme 2022. The employee concerned shall appoint such nominee(s) as per the prescribed form. The employee has the right to revoke such nomination at any time and a fresh nomination make on such revocation. The nominee(s) specified as aforesaid shall alone be entitled to exercise the rights of the employee concerned and Rubicon shall not be liable in relation to any rights and obligations amongst the legal heirs inter se of the employee concerned. If the employee fails to make a nomination, on his/her death, the Stock Options shall vest on his/her legal heirs. No employee shall under any circumstances assign or transfer their rights or obligations under the ESOS Scheme 2022 except as contemplated in this section regarding Nominees.

## **11 Change of Control:**

11.1 Notwithstanding anything contrary contained in the Plan and/or the Notified Schemes thereunder, if a Change of Control event occurs, then the Company/ the Board/Committee shall (except where the Plan and the Notified Schemes are continuing as explained below) send a notice ("Change of Control Notice") to all the Unit holders intimating them about a Change of Control of the Company. The Change of Control Notice shall state: (i) the name, address and identity of the Unit holders, (ii) the number of Vested Units, (iii) the offer price in cash per Share to be paid to the Promoter Group/seller by the buyer or the swap ratio of the share as determined by Board/Committee, (iv) the terms and conditions of the proposed transfer of the Units and/or Shares of the Unit holders, and (v) a representation that no other consideration, tangible or intangible, is being provided to the Promoters other than the offer price. In the event of a Change of Control, the Company/ the board/Committee shall, at its discretion, determine any one or more of the following outcomes:

- (a) Where the Plan and the Notified Schemes shall continue without any change: In such an event, the Plan and the Notified Schemes shall continue as is except that the Units in respect of Redundant Employees shall be accelerate and vest immediately on the date of separation except where a change in Vesting is on account of compliance with provisions of Applicable Laws. In such an event, the Redundant Employees shall be informed of such acceleration.
- (b) Where this Plan and the Notified Schemes thereunder are to be discontinued and the Employees are to be allowed to take part in the benefits of Substituted Plan subject to such approvals as may be required: In such an event, the Units held as on the date of Change of Control by the different categories of Unit holders shall be subjected to the following:
  - I. Continuing Employees: The Unvested Units shall be substituted with new Units under a Substituted Plan with vesting criteria which shall not be less favourable than that in this Plan and the relevant Notified Scheme, except where a change in Vesting is on account of



compliance with provisions of Applicable Laws. The Vested Units shall be exercisable, at the option of the Board/ Compensation Committee.

- II. Ex-Employees: The Vested Units shall be exercisable under a Substituted Plan at the option of the Board/Compensation Committee.
- III. Redundant Employees: The Unvested Units shall vest as described in sub-clause (a) above and all the Vested Units shall be exercisable under a Substituted Plan, at the option of the board/Compensation Committee.

Deceased Employees: All the Vested Units shall be exercisable under a Substituted Plan, at the option of the Compensation Committee/Board.

- (c) Where the Plan and the Notified Schemes thereunder are discontinued: In such an event, the Units held as on the date of Change of Control by the different categories of Unit holders shall be subjected to the following:
  - I. Continuing Employees: The Unvested Units and all the Vested Units shall be accelerated, except where a change in Vesting is on account of compliance with Applicable Laws at the options of Board/Compensation Committee. The Units which cannot be Vested due to Applicable Laws, shall be accelerated to nearest date possible at the options of Board/Compensation Committee.
  - II. Ex-Employees: The Vested Units shall be accelerated, except where a change in Vesting is on account of compliance with provisions of Applicable Laws at the options of Board/Compensation Committee. It is clarified that Unvested Units shall have already previously lapsed upon the separation of the Employee.
  - III. Redundant Employees: Unvested Units and all the Vested Units shall be accelerated, except where a change in vesting is on account of compliance with the provisions of Applicable Laws, at the option of the Compensation Committee. The Units which cannot be Vested due to Applicable Laws, shall be accelerated to nearest date possible at the options of Board/Compensation Committee.
- IV. Deceased Employees: All the units shall vest in the hands of beneficiary.
- (d) In case of any scenario other than the scenarios mentioned above, in the event of Change of Control, the Committee/board shall decide the outcomes of the Units held by the Unit holders while ensuring that the interest of the Unit holders is protected.
- (e) It is further clarified that the Exercise Period shall be governed by Grant Letters issued to the Unit holder.

11.2 With respect to the Sub-clauses 1(a), 1(b), 1(c) and 1(d) above, it is hereby provided that –

The board/Committee shall have the right but not an obligation to require the Unit holders to act in accordance with this Clause in the event of Change of Control.



## **12 Amendment or Termination of the Plan**

- 12.1 The Board/Compensation Committee as the case may be, subject to such approvals/consents as are required under applicable law/ regulations, in its absolute discretion may from time to time amend, alter or terminate the Plan or any Grant or the terms and conditions thereof, provided that no amendment, alteration or termination in any Grant previously made may be carried out, to the extent possible, which would impair or prejudice the rights of the Employee without the consent of the concerned Employee.
- 12.2 The Company may by special resolution of its shareholders vary the terms of the schemes offered pursuant to an earlier resolution of the general body but not yet exercised by the employees, if such variation is not prejudicial to the interests of the employees. However, the Company shall be entitled to vary the terms of the schemes to meet any regulatory requirement without seeking shareholders' approval by special resolution. Such variation shall be carried out in accordance with Regulation 6 and Regulation 7 of SEBI (SBEB & SE) Regulations.
- 12.3 The notice for passing a special resolution for variation of terms of the schemes shall disclose full details of the variation, the rationale therefor, and the details of the employees who are beneficiaries of such variation. The explanatory statement to the notice and the resolution proposed to be passed by shareholders for the schemes shall contain the information as specified in Part C of Schedule – I of SEBI (SBEB & SE) Regulations or as otherwise specified by the Board
- 12.4 Without prejudice to the above, the Board/Compensation Committee, without any reference to or consent of the Employee concerned, amend the Plan or Grant or any agreement to comply with any Applicable Laws, regulations or guidelines, which is or may hereinafter, become applicable to this Plan.

## **13 Insider Trading etc.:**

The Employee shall ensure that there is no violation of:

- i. SEBI (Prohibition of Insider Trading) Regulations, 2015; and
- ii. SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003; and/or
- iii. Any other law/s to prevent fraudulent or harmful practices relating to the Securities market.

The Employee shall keep the Company, the Board and the Compensation Committee fully indemnified in respect of any liability arising for violation of the above provisions.

## **14 Listing**

In case a new issue of shares is made under any scheme, shares so issued shall be listed immediately on all recognized stock exchange(s) where the existing shares are listed, subject to the following conditions:

- a) The scheme is in compliance with these SEBI (SBEB & SE) Regulations;
- b) A statement, as specified in Part D of Schedule – I of SEBI (SBEB & SE) Regulations, is filed and the company obtains an in-principle approval from the recognised stock exchange(s);

- c) As and when an exercise is made, the company notifies the concerned recognised stock exchange(s) as per the statement as specified in Part E of Schedule – I of SEBI (SBEB & SE) Regulations.

**15 Accounting and Disclosures:**

The Company shall follow the laws/ regulations applicable to accounting and disclosure related to the Employee Stock Options and IND AS 102 on share based payments and/or any relevant accounting standards as may prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 and/ or any relevant Accounting Standards as may prescribed by the Institute of Chartered Accountants of India (“ICAI”) from time to time, including any 'Guidance Note on Accounting for employee share-based payments' issued in that regard from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SEBI (SBEB SE) Regulations.

**16 Certificate from Auditors:**

The Board of Directors shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the company that the scheme(s) has been implemented in accordance with SEBI (SBEB & SE) Regulations and in accordance with the resolution of the company in the general meeting.

**17 Tenure**

- 17.1 This Plan and any Notified Scheme(s) shall continue in effect unless terminated by the Board/ the Company/ the Committee.
- 17.2 Subject to Clause 10.14 above, any such termination of this Plan or Notified Scheme(s) shall not affect Units/Shares already granted and such Units/Shares shall remain in full force and effect as if the Plan/ the Notified Scheme(s) had not been terminated unless mutually agreed otherwise between the Participant and the Committee/ the Board/ the Company.

**18 Lock-in Period**

Any shares allotted through the Exercise of vested stock options under the RRPL ESOS 2022 will be subject to a lock-in period that will be specified in the Exercise Form.

**19 General Risks**

Participation in the RRPL ESOS 2022 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the value of the equity and the risks associated with the investment in shares are that of the Participant alone.

**20 Other Terms and Conditions**

Any aspect not specifically addressed in the RRPL ESOS 2022 will continue to be governed and administered as set out in ESOP2019. The decision of the Compensation Committee in regard to any interpretation of the terms and conditions of the RRPL ESOS 2022 or ESOP2019 will be final.

**21 Jurisdiction and Arbitration:**

The Policy shall be constructed and interpreted as per laws of India. Any dispute arising out of this policy shall be submitted to arbitration as per Arbitration and Conciliation Act 1996. The seat of Arbitration shall be Mumbai.

