ADRENALIN STOCK OPTION PLAN 2022

(ASOP 2022)

ADRENALIN eSYSTEMS LIMITED

Registered Office NO.244, Carex Centre,Anna Salai, Chennai-600006

Corporate Office 6th Floor, Next level Building, Intellect Design Arena East wing, Plot no.,3/G3, SIPCOT IT Park, Siruseri, Chennai, 600130.

ADRENALIN STOCK OPTION PLAN - 2022 *(ASOP 2022)*

Sl. No.	*Table of Contents*	*Page*
1.	Introduction	3
2.	Definitions	3
3.	Nomination and Remuneration Committee	7
4.	Quantum of Options	9
5.	ASOP Selection Committee	10
6.	Grant Procedure and Acceptance	10
7.	Vesting Period & Schedule	11
8.	Lock in Period and Method of Valuation	11
9.	Exercise Price, Exercise period and Procedures	12
10.	Allotment of shares	12
11.	Discontinuation of Services before Vesting	13
12.	Discontinuation of Services before Exercise	13
13.	Exit Plan	14
14.	Other Conditions attached to Options	15
15.	Benefits and Obligations as Option/Share holders	16
16.	Appointment of Nominee	16
17.	Government Regulations	16
18.	General Risks	17
19.	Tax Liability	17
20.	Changes in Terms and Conditions or Termination of Scheme	17
21.	Subsequent Schemes	18
22.	Scheme Severable	18
23.	Dispute Resolution	18
24.	Applicability of SEBI Regulations	18
25.	Confidentiality	19
26.	Contract of Employment	19

1.INTRODUCTION

1.1 One of the prime objectives of ADRENALIN eSYSTEMS LIMITED is to make ADRENALIN, an employee-owned organization. Other objectives include

- To reward and retain Employees
- To create long term value – a hook to hold back key talents on a long-term basis
- To recognize and reward exceptional performance
- To create high performance communities that create significant value for all stake holders.

1.2 . It is envisaged that the ASOP 2022 will enable Adrenalin eSystems Limited to attract and retain the best available talent by making them stakeholders in business and its growth.

1.3 This document sets out the features and terms and conditions of the ASOP 2022 and the benefits accruing to Employees under this Scheme. The document shall serve as a reference for the administration of ASOP 2022. This document should be carefully read and understood and the procedures prescribed diligently observed for availing the benefits under ASOP 2022.

1.4 This ASOP 2022 will come into effect from 16-09-2022 (Date of AGM in which the terms of the Scheme was approved by Members)

2.DEFINITIONS

I] Definitions:

In this Scheme / document the following expressions including their grammatical variations and cognate expressions shall unless, repugnant to the context or meaning thereof, have the meaning assigned to them respectively as hereunder:

2.1 **"Administering Agency"** means any business consulting or management consulting, or similar agency appointed by Nomination and Remuneration Committee to assist Nomination and Remuneration Committee in administering the ASOP, inter alia, with recording and management of ASOP-2022 data, assistance in Exercise and other allied matters.

2.2 **"Beneficial owner"** means the person who has acquired or holding Shares issued pursuant to this Scheme.

2.3 **"Company" or "ADRENALIN eSYSTEMS LIMITED" or "Adrenalin"** means, a company incorporated in India under The Companies Act 1956, having its registered office at 244, Carex Centre, Anna Salai, Chennai – 600006 and Corporate office at 6th Floor, Next level Building,

Adrenalin eSystems Limited Chennai

Intellect Design Arena East wing, Plot no.,3/G3, SIPCOT IT Park, Siruseri, Chennai, 600130 and shall include its successors-in-interest and assigns.

2.4 "Employee/s" means

a) A permanent employee of the company who has been working in India or outside of India or

b) A Director of the company, whether a whole time Director or not but excluding an Independent Director

c) An employee defined in (a) or (b) above of a Subsidiary, in India or outside India or of a holding company of the company but does not include:

(i) an employee who is a promoter or a person belonging to the promoter group or holds 2% or more of the outstanding Shares,

(ii) a director who either by himself or through his relatives or through any body-corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Company

(iii) except with the prior approval of the Reserve Bank of India, employees who are the citizens of Bangladesh, Pakistan or Sri Lanka.

2.5 "Exercise" means making of an application by Grantee to the Company for issue of Shares against Options vested in pursuance of the ASOP 2022, in the prescribed manner, along with Exercise Price.

2.6 "Exercise Period" means the period of time after Vesting within which a Grantee may Exercise right to apply for allotment/transfer of Shares against the Options vested in pursuance of the ASOP 2022.

2.7 "Exercise Price" or "Grant Price" means the price payable by Grantee for exercising the Option granted in pursuance of ASOP 2022.

2.8 "Fair Value" means the fair value of shares as determined by Class I merchant banker or a Chartered Accountant as on a date which shall not be more than 180 days prior to the relevant date. On Listing, fair value shall mean the fair value calculated in accordance with provisions of SEBI Regulations.

2.9 "Grant" means issue of Options to the Employees under the ASOP 2022.

2.10 "Grant Date" or "Date of Grant" means the date fixed by the Nomination and Remuneration Committee to be the date on which the Options under ASOP 2022 are granted to an eligible Employee. The date would be specified in the Grant letter issued to the eligible Employee.

2.11 "ASOP 2022" or "Scheme" or "Plan" means the ADRENALIN STOCK OPTION PLAN 2022 of Adrenalin eSystems Limited as set out hereunder and shall include any alterations, amendments, modifications, or variations made thereto from time to time.

Adrenalin eSystems Limited Chennai

2.12 **"ASOP Shares"** means Shares arising out of Exercise of Options granted under ASOP 2022.

2.13 **"Independent Director"** means a director of the Company, not being a whole-time director and who is neither a promoter nor belongs to the promoter group of the Company or a director, who satisfies other criteria for independence as per the Companies Act or as per SEBI Regulations or any other statutory authority.

2.14 **"Intrinsic Value"** means the excess of Fair Value over the Exercise Price of the Option. On Listing, the Intrinsic Value shall mean the excess of Market Price of the Share as on the date of the Grant over the Exercise Price of the Option or as may be defined in the SEBI Regulations.

2.15 **"Listing" or "Listing of Shares"** shall mean listing of Shares of the Company in any of the recognized stock exchange(s) in India.

2.16 **"Market Price"** means in the event the Shares are Listed, the latest available closing price of the shares prior to the date of the meeting of the Nomination and Remuneration Committee or Board of Directors, in which the Options are granted, on the stock exchange on which the Shares of the Company are Listed. If the Shares are Listed on more than one stock exchange, then the stock exchange where there is highest trading volume on the said date shall be considered or as may be defined under the SEBI Regulations.

2.17 **"Nominee"** or **"Nominees"** means nominee as explained in clause 16.

2.18 **"Option"** means the benefit or right but not an obligation given to the eligible Employee to subscribe or purchase in one or more tranches, at a future date, the ASOP Shares offered by the Company, at a predetermined price.

2.19 **"Option Grantee"** or **"Grantee"** means an eligible Employee to whom Options have been granted under ASOP 2022 and includes, where the context so requires, the Nominee or legal heirs of such deceased Employee

2.20 **"Period of Service"** or its grammatical equivalent includes the aggregate period of employment or service as a director or an employee in Adrenalin eSystems Limited or its subsidiary(ies) company(ies), or associate company (ies) in or outside India

2.21 **"Promoter"** means a person

(a) who has been named as such in a prospectus or is identified by the company in the annual return referred to in section 92; or

(b) who has control over the affairs of the company, directly or indirectly whether as a shareholder, director or otherwise; or

(c) in accordance with whose advice, directions or instructions the Board of Directors of the company is accustomed to act:

Provided that nothing in sub-clause (c) shall apply to a person who is acting merely in a professional capacity

On Listing, the person or persons named in the offer document as promoter(s).

Adrenalin eSystems Limited Chennai

Where a promoter of the Company is a body corporate, the promoters of that body corporate shall also be deemed to be promoters of the Company.

2.22 **"Promoter Group"** means

(a) Immediate relatives of the Promoter (i.e., spouse of that person, or any parent, brother, sister or child of the person or of the spouse);

(b) Persons whose shareholding is aggregated for the purpose of disclosing in any document, filed before a statutory or any regulatory authority for any purpose as "shareholding of the promoter group".

2.23 **"Nomination and Remuneration Committee"** or **"the Committee"** means the compensation & nomination committee or any other committee constituted by the Board of Directors of the Company from time to time for the purpose of administering the Scheme. On Listing, the committee shall mean the committee constituted by the Board of Directors of the Company consisting of majority of Independent Directors or such Directors as may be prescribed by the Companies Act 2013or by the Regulations issued by SEBI or any other statutory authority.

2.24 **"SEBI Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits), Regulations, 2021 as amended or replaced from time to time.

2.25 **"Share"** means equity shares of the Company.

2.26 "Vesting" means the process by which the Grantee secures the right to apply for ASOP Shares against the Options granted in pursuance of ASOP 2022.

2.27 **"Vesting Period"** means the period during which the Vesting of the Option granted to the Grantee in pursuance of ASOP 2022 takes place. i.e., the period elapsed between the Date of Grant and the date of Vesting of the Options granted to Grantee.

Unless the context otherwise requires, words employed in the masculine gender shall include the feminine also and words employed in the singular shall include the plural.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Companies Act 2013, Companies (Share Capital and Debentures) Rules 2014, SEBI Regulations, the Securities and Exchange Board of India Act, 1992 or the Securities Contracts (Regulation) Act, 1956 or SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any statutory modification or re-enactment thereof, as the case may be.

II] Article Headings:

Article headings are for information only and shall not affect the construction of this document.

III] References:

Adrenalin eSystems Limited Chennai

A. A reference to a Clause or Schedule is respectively a reference to a Clause or Schedule of this document. The Schedules to this document shall for all purposes form part of this document.

B. Reference to any Act, Rules, Statute or Notification shall include any statutory modification, substitution, or re-enactment thereof.

3. NOMINATION AND REMUNERATION COMMITTEE

The Nomination and Remuneration Committee, in the exercise of its powers, may require any information from the Company, and/or seek the assistance of any Employee of the Company as it may deem fit to effectively discharge its duties.

In addition to the general power of administration and management of this scheme and in addition to the specific powers as mentioned in this scheme, the Nomination and Remuneration Committee shall have following powers:

3.1 The Nomination and Remuneration Committee may from time to time:

a. formulate detailed or additional terms and conditions and procedures for Grant /Vesting/exercise of options under the ASOP 2022 as may be approved by members in AGM / EGM, administer, supervise and implement or alter the same in accordance with applicable provisions in this behalf, and such changes shall not be detrimental to the interest of the then existing Option Holders.

b. meet as and when necessary to Grant Options and to administer this Scheme.

c. frame rules and regulations, procedures and prescribe forms and issue circulars or orders in relation to the administration and implementation of ASOP 2022 and may from time to time amend recall or replace such rules and regulations, procedures, forms, orders and circulars.

d. formulate the detailed terms and conditions of the ASOP including: -

i. the quantum of Option to be granted under an ASOP 2022 per eligible Employee.

ii. the eligibility criteria to be satisfied by the Employees for the Grant of Options.

iii. the number of tranches in which Options are to be granted and the number of Options to be granted in each tranche.

iv. Allocation of Options for each category / grade of Employees and new joiners.

v. Consideration of length of service, grade, performance rating or other factors and allocation of weightage in Grant of Option

vi. the conditions under which Option vested in an Employee may lapse or be forfeited in case of termination of employment for misconduct.

vii. the procedure and frequency for Exercise of Options.

viii. to prescribe and modify the forms for acceptance of Grant, nomination and Exercise of Options.

Adrenalin eSystems Limited Chennai

ix. grant an extension of time for Exercise within the maximum Exercise Period, upon a specific request made by the Employee concerned to this effect under exceptional circumstances.

x. formulating the procedure for making a fair and reasonable adjustment to the number of Options or to the Exercise Price or both in case of corporate actions such as rights issue, bonus issue, sub-division, consolidation, merger, sale of division and other corporate actions in accordance with provisions of the Companies Act 2013 or Regulations issued by SEBI or any other statutory authorities;

xi. the Grant, Vest and Exercise of Option in case of Employees who are on long leave or on deputation basis and Vesting and Exercise of Options by Employees on permanent incapacitation on a case-to-case basis.

xii. the determination of circumstances and the conditions for accelerating the Vesting of Options

xiii. the policies and procedure for cashless Exercise of Options if any.

xiv. re-allocation of unexercised and forfeited Options

xv. determination of method for containment of any tax obligation arising in connection with the exercise of Options or issue of Shares issued in pursuant to the Scheme.

xvi. delegation of all or any of its administrative powers (except Grant of Options to Employees) to an administrative agency.

xvii. constituting an ASOP 2022 selection committee when it feels necessary.

xviii. formulate the procedure for making a fair and reasonable adjustment to the number of Options or to the Exercise Price or vesting period or schedule in case of demerger or when the Company propose to go for IPO

3.2 The Committee shall have the power to cancel all or any of the Options granted under the Scheme, if so required, under any law for the time being in force or under the order of any jurisdictional court.

3.3 In case of any disputes relating to the interpretation of the terms and conditions of the Scheme, the decision of the Nomination and Remuneration Committee shall be final and binding on the Employees / Grantees / Beneficial Owners.

3.4 To remove any difficulty which may arise in the operation/administration of this Scheme, the Nomination and Remuneration Committee shall have the powers to provide clarification or make decision, in general or on a case-to-case basis, which shall not be inconsistent with the objects of this Scheme.

3.5 No member of the Nomination and Remuneration Committee shall be personally liable for any decision or action taken in good faith with respect to administration of the Scheme.

Adrenalin eSystems Limited Chennai

4. QUANTUM OF OPTIONS

The total number of Options granted under ASOP 2022 as reduced by the Options lapsed, surrendered, or cancelled shall not exceed 60,00,000 (Sixty Lakhs only) convertible into equivalent number of Shares of Rs.5/- (Rupees Five only) each of the company.

The Options granted which are surrendered, cancelled or lapsed are eligible to be reissued as fresh Grants as per the provisions of this Scheme.

5. ASOP SELECTION COMMITTEE

5.1 The Nomination and Remuneration Committee may, when it feels necessary, constitute a ASOP Selection Committee to enable it to identify the Employees eligible to participate in this ASOP 2022 and to help in quantifying the Options to be granted to them.

5.2 The Selection Committee, if constituted, shall determine the eligibility criteria for Employees under ASOP- 2022 based on evaluation of various parameters, such as length of service, grade, performance, technical knowledge, leadership qualities, merit, contribution and conduct, future potential, etc., and such other factors as may be deemed appropriate by it.

6. GRANT PROCEDURE AND ACCEPTANCE

6.1 Options under the Plan will be granted by the Nomination and Remuneration Committee at such times as the Committee deem fit, to the Employees selected as per the eligibility criteria.

6.2 The Options to be granted at Face Value of Rs.5/- each

6.3 Options shall be granted by the Nomination and Remuneration Committee through a letter of Grant prescribed containing among other details the following:

Name of the Employee.
Name of the scheme
No. of Options granted.
Date of Grant
Exercise Price
Vesting schedule
Exercise Period
Vesting Condition, if any

6.4 No upfront payment shall be made by eligible Employees at the time of Grant of Options. Payment shall be made by the Grantee at the time of the Exercise of the Option.

6.5 The Option Grantee to whom the Options have been granted shall reject this Grant within 30 days from the Date of Grant. Otherwise, the Grant shall be deemed to have been accepted.

Adrenalin eSystems Limited Chennai

7. VESTING PERIOD AND SCHEDULE

7.1 The continuation of the Option Grantee in the service of the Company or its subsidiary company (ies) or holding company (ies) or associate company(ies) shall be the primary requirement for Vesting.

7.2 The Vesting Schedule shall be as follows:

Vesting Schedule	
At the start of Year 1	-
At the start of Year 2	25% of options granted
At the start of Year 3	25% of options granted
At the start of Year 4	25% of options granted
At the start of Year 5	25% of options granted

7.3 In case the Option Grantee goes on a continuous unpaid /unapproved leave of 30 days or more during the Vesting Period, the Vesting Period shall automatically stand extended by such period of leave in excess of 30 days. The Nomination and Remuneration Committee shall have the power to exempt any Option Grantee from the above-mentioned provision. The Nomination and Remuneration Committee shall also have the power to make appropriate adjustments to the Vesting conditions/criteria on a case-to-case basis.

8. LOCK-IN PERIOD AND METHOD OF VALUATION

8.1 In order to make the ASOP 2022 more attractive, the company has decided that there shall not be any lock-in period for the shares issued consequent upon exercising the Options vested under the ASOP 2022. However, the Option Grantee shall comply with Insider Trading policy of the Company in force from time to time and buy back provisions as mentioned in clause 13 of this scheme.

8.2 The Company shall follow the intrinsic method for valuations of Options unless otherwise required by the Accounting Standards followed by the Company.

9. EXERCISE PRICE, EXERCISE PERIOD & PROCEDURES

9.1 A Grantee can Exercise the Options either in full or in tranches by addressing a communication to the Company either directly or through the administrator, as per the form that may be prescribed by the Nomination and Remuneration Committee set up for the purpose, from time to time. On Exercise of the Options by the Employee, one Equity Share for each Option would be issued and allotted by the Company.

9.2 The Exercise Period shall commence from the date of Vesting and the Vested Options can be Exercised within a period of 5 years from respective date of Vesting of Option or till it is cancelled as per the provisions of the Scheme. In the event the Option is not exercised, the Option shall lapse automatically and without any act on part of the Companyset up for the purpose.

Adrenalin eSystems Limited Chennai

9.3 In the event of Vesting of Options on the Option Grantee/Nominee of the deceased vide clause 12.3, the Exercise of Option shall be made within six months of demise/incapacity of the Option Grantee due to total disablement. The Nomination and Remuneration Committee may extend this time limit on a case-to-case basis.

9.4 Notwithstanding anything contained elsewhere in this Scheme, the Nomination and Remuneration Committee may, if the Exercise of Options within the Exercise Period, is prevented by any law/ regulation in force or order of any jurisdictional court, defer or not permit the Exercise of Options till such time as it is prohibited by the applicable laws or regulations or by the order of the court and in such an event the Company shall not be liable to pay any compensation or similar payment to the Option Grantee for any loss suffered due to such prohibitions and the Exercise Period shall stand extended by such period not exceeding the tenure of the Scheme.

10. ALLOTMENT OF SHARES

10.1 On receipt of Exercise Price in full together with the form and documents prescribed by the Nomination and Remuneration Committee for Exercise of vested Options from the Option Grantee and after complying with the formalities prescribed, the Shares will be allotted in the name of the Option Grantee or in the name of the Nominee(s) as the case may be.

11. DISCONTINUATION OF SERVICES BEFORE VESTING

11.1 In the event of an eligible Option Grantee's services being discontinued on account of resignation, termination, or otherwise, the Options granted to him but not vested as on that date under the ASOP 2022 shall lapse.

11.2 It is clarified that, on the demise of an Option Grantee, all the Options granted to him and pending Vesting till such date shall vest in full, on the date of demise, on the Nominees of the deceased Grantee.

11.3 In the case the Option Grantee suffers a permanent incapacity while in employment, all the Options granted to him and pending Vesting as on the date of permanent incapacitation shall vest in him or on his nominee on that day.

11.4 In case of superannuation of an Option Grantee, all unvested Options on the date of the superannuation shall lapse, unless otherwise decided by the Nomination and Remuneration Committee at its sole discretion.

12. DISCONTINUATION OF SERVICES BEFORE EXERCISE

12.1 If the services of an Option Grantee are discontinued at the will (voluntary) of such Grantee or by the Company (e.g., resignation or termination without cause), then, such Grantee may Exercise the Options which are vested in him as on the date of communication of discontinuation of services, within 30 days from the last working day, failing which such Options shall lapse.

Adrenalin eSystems Limited Chennai

12.2 In case of an Option Grantee, whose services are terminated for misconduct (as per the policy of the Company), the Nomination and Remuneration Committee reserves the right to cancel all rights pertaining to Exercise of vested Options under this Scheme.

12.3 In case of death or permanent incapacity of an Option Grantee, Options which are vested as on the date of demise or incapacitation but not Exercised and Options which shall be vested as on the date of demise / permanent incapacity, shall be Exercised within 180 days from the date of death or incapacitation by the Nominees of the deceased Grantee or such Grantee as the case may be, upon proper verification and approval by the Nomination and Remuneration Committee, otherwise it will lapse.

12.4 The date of the termination of employment of an Option Grantee shall mean the date of termination of the employment specified by the Company in the letter of termination issued by the Company to that Grantee or the last day of service by the Grantee in the Company whichever is later.

13. EXIT PLAN

13.1 If the Beneficial Owner who has acquired ASOP Shares under this Scheme, he shall be entitled to sell the said Shares for the purpose as may be notified by Nomination and Remuneration Committee, at any time before the initial public offering. The Company either directly or through any other person nominated and approved by Nomination and Remuneration Committee buy back the shares from Beneficial Owners. The price payable for such buy back shall be the Fair value at the time of buy back. The right of Beneficial Owner to sell the shares shall be restricted to once a year. However, the company or the Investors or Promoters of Adrenalin eSytems Limited shall have the first right of refusal.

13.2 If at any time before the initial public offering, the major shareholders decide to divest control or not less than 51% of the shareholding of the Company to any person ("**Acquirer**"), the Beneficial Owner shall be obligated to sell the ASOP Shares held by them to the Acquirer or the major shareholders (as determined by the Board of Directors) at the same price per Share as is offered by the Acquirer to the major shareholders.

13.3 The Beneficial Owner proposing to sell his ASOP Shares has to communicate to the Company, as the case may be, in the manner prescribed by the Nomination and Remuneration Committee.

14. OTHER CONDITIONS ATTACHED TO OPTIONS

14.1 Option granted are not transferable.

14.2 No person other than the Employee to whom the Option is granted, shall be entitled to Exercise the Option except in case of a deceased Employee or an Employee who is suffering from Permanent incapacitation as per the provisions of this Scheme.

Adrenalin eSystems Limited Chennai

14.3 The Options granted to an Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

15. BENEFITS AND OBLIGATIONS AS OPTION/SHARE HOLDERS

15.1 Where the Options have not been Vested in the case of any Option Grantee, or where the Options have been Vested but have not been Exercised by the Grantee, if any changes be made to the equity Share capital of the Company by reason of any corporate action like consolidation, sub-division, or conversion of Shares into stock or by capitalization by bonus issue or rights issue or in case of demerger or in any other manner, appropriate adjustments to the extent permissible under the law, for the time being in force, shall be made either to the number or the Exercise Price of Options or both, to reflect such change without in any way affecting the rights of the said Option holders, or diluting or enlarging the benefits of ASOP 2022. However, the Option holders will not have a right to participate in the further issue of Shares including rights/preferential issue.

15.2 In the event of re-organization of the Company either by merger, amalgamation, acquisition or otherwise the rights of the Option holder shall be altered in the same way as the other shareholders of the Company. In absence of continuing the Scheme as per the merger process, the Option holder (s) shall Exercise Options vested and Options Vesting within one year from the effective date of re-organization. Options not exercised as above within 30 days from the date as may be decided by the Nomination and Remuneration Committee shall stand cancelled.

15.3 In the event of takeover or merger of the Company by another entity or investment by any other entity in the Company and as per the terms of takeover or merger or investment if all or a part of the equity have to be handed over the other entity, the Shares created by virtue of this Scheme shall be offered to such other entity or their Nominees at the price paid/payable to the majority shareholders. For the purpose of this clause, Nomination and Remuneration Committee or the administrators appointed by the Nomination and Remuneration Committee, shall be the agent of the respective Shares.

15.4 Neither an Option Grantee, nor successors in interest, shall have any of the rights of a shareholder of the Company with respect to the Options granted, till the Shares are allotted to the Grantees.

15.5 The Employee shall undertake not to utilize or disclose any unpublished price sensitive information available and indulge in any trading activities prohibited under Insider Trading Policy. The Option Grantee shall not divulge any details of the ASOP 2022 including Options granted to any person except with the prior permission of the Company obtained in writing.

15.6 Grantees who have been allotted Shares by virtue of Exercise of Options issued under the ASOP 2022 will be entitled to receive all regular benefits as shareholders of the Company like dividends, bonus Shares, voting rights, rights Shares/issue etc., if any, announced by the Company only from the date of actual transfer of Shares.

15.7 The existence of the Scheme and the Grants made hereunder shall not in any way affect the right or the power of the Board of Directors or the shareholders or the Company to make or

Adrenalin eSystems Limited Chennai

authorize any change in capital structure including any issue of Shares, debt or other securities having any priority or preference with respect to the shares or the rights thereof.

16. APPOINTMENT OF NOMINEE

16.1 An Option Grantee may appoint a Nominee (s) for the purpose of exercising the Options, subject to the obligations, in terms of the ASOP 2022. The Grantee concerned shall appoint such Nominee(s) as per the form prescribed from time to time. The Grantee has the right to revoke such nomination at any time and make a fresh nomination on such revocation.

16.2 Where the Grantee has not made the nomination as above, then the person(s) appointed as Nominee by the Grantee as per the provisions of Employees Provident Fund Scheme 1952 shall be deemed to be the Nominee for the purposes of ASOP 2022.

16.3 The Nominee specified as aforesaid shall alone be entitled to Exercise the rights of the Grantee concerned and Adrenalin eSystems Limited shall not be liable in relation to any rights and obligations amongst the legal heir's inter-se of the Grantee concerned.

16.4 If an Option Grantee fails to make a nomination under clause 16.1 or 16.2 above, the Options shall vest on legal heir (as per the provisions of Workmen's Compensation Act) in the event of death.

17. GOVERNMENT REGULATIONS

17.1 This Scheme shall be subject to all applicable laws, rules, regulations, notifications and to such approvals by any governmental agencies as may be required. The Grant of Options under this ASOP 2022 shall entitle Adrenalin eSystems Limited to require the Employees to comply with such requirements.

17.2 The Courts in Chennai shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

18. GENERAL RISKS

18.1 Participation in this ASOP 2022 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price or value of the equity and the risks associated with the investment are that of the Option Grantee alone.

19. TAX LIABILITY

19.1 In the event of any tax liability, arising in or outside India on account of the Grant/Vesting /Exercise of Options and /or allotment of the Shares to the Option Grantee, the liability shall be that of such Grantee alone and shall be borne and paid by the Option Grantee at the time of Exercise of Options or within such time as may be prescribed under the law. The Grantee shall indemnify the Company against any tax or other liabilities that may be imposed on the

Adrenalin eSystems Limited Chennai

Company on account of the Grant/Vesting /Exercise of Options and/or issue of the Shares to the Grantee as per the form prescribed by the Nomination and Remuneration Committee. The Company shall have the power to collect or recover such taxes before the allotment/transfer of Shares or to retain and dispose the Share(s) due to the Grantee on Exercise of the Options.

19.2 All the tax liabilities arising on sale or disposal or transfer of Shares by the Grantees or on buy back by the Company would be required to be borne by the Grantee/ respective shareholders directly.

19.3 In the event of any tax liability arising on account of the ASOP 2022, the Company shall have the right to deduct the same from the salary or to cause the Shares eligible or held by the Grantee under this ASOP 2022, to be sold or otherwise alienated to meet the liability, on behalf of the Grantee.

20. CHANGES IN TERMS AND CONDITIONS OR TERMINATION OF SCHEME

20.1 The Company may, at any time at its discretion, change the terms and conditions of the ASOP 2022. However, such changes shall not be detrimental to the interest of the then existing Option Holders in respect of the Options granted to them as on that date.

Any changes made in the Scheme or Grant as required under any law for the time being in force or by the order of any jurisdictional court shall be binding on the Option Grantees. In the event of any such change, no compensation shall be payable to the Option Grantee for such change in Options.

20.2 The operation of the Scheme may be terminated at any point of time by the Board of Directors. However, the Scheme shall continue to operate in respect of Options granted but pending Vesting/Exercise/cancellation/lapse as on the date of termination of the Scheme.

21. SUBSEQUENT SCHEMES

21.1 Nothing contained in the Scheme shall be construed to prevent the Company from implementing any other subsequent schemes for granting stock options and/or Share purchase rights, which is deemed by the Company to be appropriate or in its best interest.

21.2 The Company reserves right to carry forward the lapsed, unexercised and cancelled Options to new scheme.

21.3 No Employee or other person shall have any claim against the Company as a result of such action.

22. SCHEME SEVERABLE

22.1 This Scheme constitutes the entire document in relation to its subject matter. On participation of an employee in this Scheme, this Scheme supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

22.2 In the event that any term, condition or provision of this Scheme being held to be a violation of any applicable law, statute or regulation the same shall be severable from the rest of this

Adrenalin eSystems Limited Chennai

Scheme and shall be of no force and effect and this Scheme shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Scheme.

23. DISPUTE RESOLUTION

23.1 All disputes arising out of or in connection with the Scheme or the Grant shall be referred to the Nomination and Remuneration Committee. The decision of the Nomination and Remuneration Committee will be binding on the Employees and is final.

24. APPLICABILITY OF SEBI REGULATIONS

24.1 All amendments made from time to time to the SEBI Regulations, so far as they apply to this Scheme, shall automatically form a part of this Scheme on Listing. The Nomination and Remuneration Committee is authorized to give effect to such amendments in the text of this Scheme.

24.2 The Company & its subsidiary company (ies) shall confirm to the accounting policies as specified in clause 13.1 of the SEBI Regulations and / or such other Regulations as may be applicable from time to time.

25. CONFIDENTIALITY

25.1 The Employee or Beneficial Owner who holds any Options/Shares under this Scheme shall not divulge details of this Scheme to any person without prior written permission of the Nomination and Remuneration Committee.

26. CONTRACT OF EMPLOYMENT

26.1 This Scheme shall not form part of any contract of employment between Adrenalin eSystems Limited and the Employee. The rights and obligations of any individual under the terms of office or employment with Adrenalin eSystems Limited shall not be affected by participation in this Scheme.

26.2 Nothing in this Scheme shall be construed as affording such an individual any additional rights as to compensation or damages in consequence of the termination of such office or employment for any reason.

26.3 This Scheme is purely at the discretion of Adrenalin eSystems Limited (represented by the Nomination and Remuneration Committee).

26.4 This Scheme shall not confer on any legal or equitable rights on any person against the Company either directly or indirectly or give rise to any cause of action in law or equity against the Company.

Adrenalin eSystems Limited Chennai

26.5 The Employee to whom this Scheme is made applicable will also be bound by a code of conduct, as may be framed and announced by the Nomination and Remuneration Committee from time to time, to be followed in respect of any Grant and related transactions under the Scheme. Any willful violation of the said code of conduct on the part of the Employee will result in the withdrawal/ annulment of the relevant and / or all related transactions under the Scheme.

SIGNED BY

For ADRENALIN ESYSTEMS LIMITED



N Srinivasa Bharathy
Managing Director & Chief Executive Officer