

RMC SWITCHGEARS LIMITED
EMPLOYEES STOCK OPTION SCHEME – 2024



For RMC Switchgears Limited

[Signature]

Director

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For RMC Switchgears Limited

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1. Introduction:

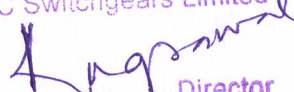
- 1.1** This Scheme shall be called the “RMC Switchgears Limited Employees Stock Option Scheme – 2024” (*hereinafter referred as “Scheme”*).
- 1.2** The Scheme was approved by the Board of Directors and the Shareholders of the Company on 31st August, 2024 and [●] respectively.
- 1.3** The Scheme shall be effective from [●], being the date of Shareholders approval (*“Effective Date”*).

2. Term of the Scheme:

- 2.1** The Scheme shall continue in effect unless terminated by the Board of Directors.
- 2.2** Any such termination of the Scheme shall not affect Options already Granted and the powers of the Committee in relation to such Options, shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Grantee / nominee / legal heirs and the Company.

3. Purpose of the Scheme:

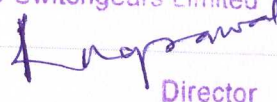
- 3.1** The purpose of the Scheme includes the followings:
- 3.1.1** To attract new talent into the Company to drive its growth plans;
- 3.1.2** To motivate the Employees to contribute to the growth and profitability of the Company;
- 3.1.3** To retain the Employees and reduce the attrition rate of the Company;
- 3.1.4** To achieve sustained growth and the creation of shareholder value by aligning the interests of the Employees with the long-term interests of the Company;
- 3.1.5** To create a sense of ownership and participation amongst the Employees to share the value they create for the Company in the years to come; and
- 3.1.6** To provide deferred rewards to Employees.

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4. Definitions:

- 4.1 In this Scheme, except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against.
- 4.1.1 **“Abandonment”** means absence of an Employee from work for a period of 30 days or more without having communicated to the Company or its authorised representative in writing any reason of absence.
- 4.1.2 **“Applicable Laws”** means every law relating to Employee Stock Option Schemes in force, including, without limitation to, Companies Act, 2013, the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 [‘the SEBI (SBEB&SE) Regulations’] as amended and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India to the extent applicable.
- 4.1.3 **“Associate Company”** shall have the same meaning as defined in section 2(6) of the Companies Act, 2013, as amended from time to time.
- 4.1.4 **“Board of Directors”** means the board of directors of the Company.
- 4.1.5 **“Body Corporate”** shall have the same meaning as defined in section 2(11) of the Companies Act, 2013, as amended from time to time.
- 4.1.6 **“Cash Mechanism”** means a route under which the Grantee will receive the Shares equivalent to the number of the Options exercised after the Grantee has made the payment of the Exercise Price, applicable tax and other charges, if any, in accordance with the terms and conditions of the Scheme and as mentioned in Grant Letter.
- 4.1.7 **“Committee”** means Nomination and Remuneration Committee of the Company, designated as Compensation Committee for the purpose of monitoring, administering, superintending, and implementing the Scheme in compliance with SEBI (SBEB & SE) Regulations.
- 4.1.8 **“Company”** means RMC Switchgears Limited.
- 4.1.9 **“Corporate Action”** means a change in the capital structure of the Company as a result of bonus issue, rights issue, split of Shares and consolidation of Shares.
- 4.1.10 **“Directors”** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.

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4.1.11 "Employee" means

- (a) an employee as designated by the Company, who is exclusively working in India or outside India; or
- (b) 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
- (c) an employee as defined in sub-articles (a) or (b), of a Group Company including Subsidiary or its Associate Company, in India or outside India;

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 ten percent of the outstanding equity shares of the Company.

4.1.12 "Eligibility Criteria" means the criteria, as may be determined from time to time by the Committee, for Grant of Options.

4.1.13 "Exercise" means making an application, in such manner and in such format as may be prescribed by the Committee, from time to time, by the Grantee, to the Company, against Vested Options.

4.1.14 "Exercise Period" means the time period after Vesting within which a Grantee can Exercise.

4.1.15 "Exercise Price" means the price payable by the Grantee for exercising the Options vested in him in pursuance of the Scheme.

4.1.16 "Grant" means the issue of Options to the Grantee under the Scheme.

4.1.17 "Grant Date" means the date on which the Committee approves the Grant.

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

4.1.18 "Grant Letter" means the written or electronic agreement between the Company and a Grantee setting forth the terms and conditions applicable to a Grant to the Grantee under the Scheme.

4.1.19 "Grantee" shall mean an Employee to whom Options have been granted under the Scheme.

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- 4.1.20 **"Group"** means 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.

4.1.21 **"Holding Company"** shall have the same meaning as defined in section 2(47) of the Companies Act, 2013, as amended from time to time.

4.1.22 **"Independent Director"** shall have the same meaning assigned to it under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

4.1.23 **"Long Leave"** means an approved leave taken by the Grantee for a period of more than three months out of twelve months starting from the date of Grant/ Vesting, as the case may be.

Provided that the period of Long Leave shall not include the period in which the Grantee is on a sabbatical or maternity leave. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Long Leave unless otherwise determined by the Committee.

4.1.24 **"Market Price"** means the latest available closing price on a Recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.

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

4.1.25 **"Options / Employee Stock Options"** means a right but not an obligation granted to a Grantee to purchase or subscribe at a future date, the Shares offered by the Company, directly or indirectly, at a pre- determined price, in accordance with this Scheme.

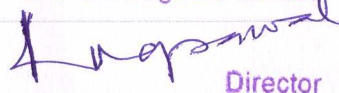
4.1.26 **"Permanent Incapacity"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work or task which the said Grantee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.

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- 4.1.27 **“Promoter”** shall have the same meaning as defined to it under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.1.28 **“Promoter Group”** shall have the same meaning as defined to it under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.1.29 **“Recognised Stock Exchange”** means a stock exchange which has been Granted recognition under Section 4 of the Securities Contracts (Regulation) Act, 1956.
- 4.1.30 **“Relative”** shall have the same meaning as defined in section 2(77) of the Companies Act, 2013, as amended from time to time.
- 4.1.31 **“Relevant Date”** means the date of the meeting of the Committee on which the Grant is made.
- 4.1.32 **“Scheme”** shall mean RMC Switchgears Limited Employees Stock Option Scheme – 2024 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof from time to time.
- 4.1.33 **“SEBI (SBEB & SE) Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof.
- 4.1.34 **“SEBI (LODR) Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof.
- 4.1.35 **“Secondary Acquisition”** means acquisition of existing shares of the Company by the Trust on the platform of a Recognised Stock Exchange for cash consideration.
- 4.1.36 **“Shares”** means Equity Shares of the Company.
- 4.1.37 **“Subsidiary”** shall have the same meaning as defined in section 2(87) of the Companies Act, 2013, as amended from time to time.
- 4.1.38 **“Unvested Option”** means an Option, which is not vested.
- 4.1.39 **“Vested Option”** means an Option, which has vested in pursuance to the Scheme and has thereby become exercisable.

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- 4.1.40** “Vesting” means the process by which the Grantee becomes entitled to receive the benefit of a Grant made to him under the Scheme.
- 4.1.41** “Vesting Date” means the date on and from which the Option vests with the Grantees and there by becomes exercisable.
- 4.1.42** “Vesting Period” means the period during which the vesting takes place.
- 4.1.43** “Whole Time Director” shall have the same meaning as defined in section 2(94) of the Companies Act, 2013, as amended from time to time.

Interpretation:

In this document, unless the contrary intention appears:

- a) The singular includes the plural and vice versa;*
- b) The word “person” includes an individual, a firm, a Body Corporate or unincorporated body or authority;*
- c) Any word or expression importing the masculine, feminine or neutral genders only, shall be taken to include all three genders;*
- d) Any word which is not defined under the Scheme and is not otherwise elaborated or addressed in the Grant Letter or in the Company’s policies shall be interpreted in line with SEBI (SBEB & SE) Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013;*
- e) Articles, headings are for information only and shall not affect the construction of this document;*
- f) A reference to an article is respectively a reference to an Article of this document; and*
- g) Reference to any Act, rules, statute or notification shall include any statutory modification, substitution or re-enactment thereof.*

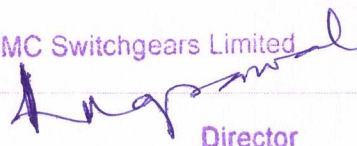
5. Implementation & Administration:

- 5.1** The Scheme shall be implemented through the Nomination and Remuneration Committee (NRC) of the Company.

Provided that if prevailing circumstances so warrant, the Company may change the mode of implementation of the Scheme subject to the condition that a fresh approval of the Shareholders by a special resolution is obtained prior to implementing such a change and that such a change is not prejudicial to the interests of the Grantees.

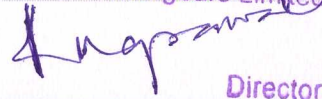
- 5.1** Subject to Applicable Laws and the framework laid down by the Board of Directors, the Scheme shall be administered by the NRC Committee which shall delegate some or all of its administrative powers any other committee or Person(s), as per the Applicable Laws, for proper administration of the Scheme.

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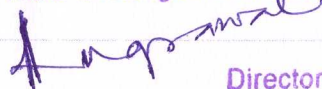
- 5.2** The Committee is authorized to interpret the Scheme, to establish, amend and rescind any rule(s) and regulation(s) relating to the Scheme and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Scheme.
- 5.3** Any decision of the Committee in the interpretation and administration of the Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all the parties concerned (including but not limited to, Grantee and/or Employee and their Nominees/ legal heirs).
- 5.4** The Committee shall subject to Applicable Law, inter alia, have powers to do following:
- i.** To adopt rules and regulations for implementing the Scheme from time to time.
 - ii.** To delegate its duties and powers in whole or in part as it may decide from time to time to any person or sub-committee.
 - iii.** To decide upon re-granting of Options which were lapsed, forfeited or surrendered under any provisions of the Scheme.
 - iv.** To increase or decrease the pool of Options to be granted under Scheme.
 - v.** To increase or decrease the pool of Shares to be issued under Scheme.
 - vi.** To identify the Employees eligible to participate in the Scheme.
 - vii.** To finalize the Eligibility Criteria for Grant of Options.
 - viii.** To determine the Employees eligible for Grant of Options.
 - ix.** To decide upon granting of Options to new joiners.
 - x.** To determine the Grant Date.
 - xi.** To Grant Options to one or more eligible Employees.
 - xii.** To extend the period of acceptance of Grant.
 - xiii.** To determine the number of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Scheme.
 - xiv.** To determine the number of Shares of the Company to be covered by each Option granted under the Scheme.
 - xv.** To determine the conditions under which the Options may vest in the Employees and may lapse in case of termination of employment for misconduct.
 - xvi.** To decide the Exercise Period within which Employees can Exercise the Option.
 - xvii.** To decide the specified time period within which Employees can Exercise the Vested Options in the event of termination or resignation.
 - xviii.** To determine the Grant, Vesting and Exercise of Options for Employees on Long Leave.
 - xix.** To decide the Vesting Period subject to minimum and maximum period of vesting as stated in Scheme.
 - xx.** To determine the vesting schedule for each Grantee.
 - xxi.** To finalize the eligibility criteria for vesting of Options.
 - xxii.** To determine the Employees eligible for vesting of Options.
 - xxiii.** To determine the method for exercising the Vested Options.
 - xxiv.** To decide upon the mode and manner of Exercise.
 - xxv.** To determine the procedure for funding the Exercise of Options.

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- xxvi.** To determine the right of an Employee to Exercise all Vested Options at one time or at various points in time within the Exercise Period.
- xxvii.** To determine the Exercise Price of the Options to be Granted after giving due discount on the market price, as the case may be, if deems fit.
- xxviii.** To decide upon appropriation of unappropriated inventories, which are not backed by Grant up to second subsequent financial year.
- xxix.** To decide upon treatment of Vested and Unvested Options in cases of cessation of employment as specified in the Scheme.
- xxx.** To decide upon the treatment of Vested and Unvested Options in the event of Corporate Actions taking into consideration the following:
- i. the number and price of Options shall be adjusted in a manner such that the total value to the Grantee of the Options remains the same after the Corporate Action;
 - ii. the Vesting Period and the life of Options shall be left unaltered as far as possible to protect the rights of the Grantee who has been granted such Options.
- xxxi.** To cancel all or any Granted Options in accordance with the Scheme.
- xxxii.** To modify the vesting schedule or accelerate the Vesting of Options on a case to case basis, subject to completion of minimum 1 year from the date of Grant.
- xxxiii.** To decide upon treatment of Vested and Unvested Options in cases of dispute between the Grantee and Company.
- xxxiv.** To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme.
- xxxv.** To appoint such agents as it shall deem necessary for the proper administration of the Scheme.
- xxxvi.** To determine or impose other conditions to the Grant of Options under the Scheme, as it may deem appropriate.
- xxxvii.** To frame suitable policies and procedure to ensure that there is no violation of securities laws, including the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as amended, by the Company or the Employees.
- xxxviii.** To determine the procedure for buy-back of Options Granted under the Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions in accordance with the Applicable Law.
- xxxix.** To determine the terms and conditions, not inconsistent with the terms of the Scheme, of any Option Granted hereunder.
- xl.** To construe and interpret the terms of the Scheme, and the Options Granted pursuant to the Scheme.
- xli.** To finalize letters and other documents, if any, required to be issued under the Scheme.

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xlii. To Frame rules and regulations, prescribe forms and issue circulars or orders in relation to the Scheme and may from time to time amend, recall or replace such rules and regulations, forms, orders and circulars.

5.5 The powers and functions of the Committee can be specified, varied, altered or modified from time to time by the Board of Directors, subject to the rules and regulations as may be in force. The Board of Directors may further provide that the Committee shall exercise certain powers only after consultation with the Board of Directors and in such case, the said powers shall be exercised accordingly.

5.6 A member of the Committee shall abstain from participating in and deciding on any matter relating to Grant of any Options to himself.

6. Pool of the Scheme:

6.1 The maximum number of Options that may be Granted pursuant to this Scheme shall not exceed 2,00,000 (Two Lakh) Options which shall be convertible into equal number of Shares.

6.2 If any Option Granted under the Scheme lapses or is forfeited or surrendered under any provision of the Scheme, such Option shall be available for further Grant under the Scheme unless otherwise determined by the Committee.

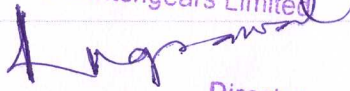
6.3 Further, the maximum number of Options that can be Granted and the Shares arise upon Exercise of these Options shall stand adjusted in case of Corporate Action.

6.4 The Company reserves the right to increase or decrease such number of Options and Shares as it deems fit, in accordance with the Applicable Law.

7. Eligibility Criteria's:

7.1 The Committee may on the basis of all or any of the following criteria, decide on the Employees who are eligible for the Grant of Options under the Scheme, the number of Options to be Granted and the terms and conditions thereof.

- Longevity of Service: It will be determined on the basis of tenure of employment of an Employee in the Company / Group Company(ies) / Subsidiary Company(ies) / Associate Company(ies).
- Performance of Employee: Employee's performance during the financial year in the Company / Group Company(ies) / Subsidiary Company(ies) / Associate Company(ies) on the basis of decided parameters.
- Performance of Company: Performance of the Company as per the standards to be set by the Committee/ Board of Directors from time to time.

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- Any other criteria as decided by the Committee in consultation with Board of Directors from time to time.

- 7.2 The Employees satisfying the Eligibility Criteria shall be termed as eligible Employee.
- 7.3 New Joinees can also participate in the Scheme and be granted Options based upon the discretion of the Committee.
- 7.4 Nothing in the Scheme or in any Option granted pursuant to the Scheme shall confer on any Employee, any right to continue in the employment of the Company or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

8. Grant of Options:

- 8.1 The Committee shall Grant Options to one or more eligible Employees, in accordance with the terms and conditions of the Scheme for the time being in force and subject to Employee's employment terms or his continuity in the employment.
- 8.2 Subject to availability of Options in the pool under the Scheme, the maximum number of Options that can be granted to any eligible Employee during any one year shall not be equal to or exceed 1% of the issued capital of the Company at the time of Grant. The Committee may decide to Grant such number of Options equal to or exceeding 1% of the issued capital to any eligible Employee as the case may be, subject to the separate approval of the shareholders in a general meeting.
- 8.3 The Grant of Options shall be communicated to the eligible Employees in writing through Grant Letter specifying the Vesting Date, number of Options Granted, Exercise Price, vesting schedule, and the other terms and conditions thereof.
- 8.4 No amount shall be payable by an Employee at the time of Grant of Options.
- 8.5 Upon Grant, an eligible Employee shall become Grantee under the Scheme.
- 8.6 Subject to the Corporate Action(s) taken by the Company, if any, the Grant of 1 (One) Option to an Employee under this Scheme shall entitle the holder of the Option to apply for 1 (One) Share in the Company upon payment of Exercise Price, applicable taxes and other charges, if any.
- 8.7 The Options Granted to the eligible Employees shall not be transferable to any other person.
- 8.8 The Options Granted to the eligible Employees shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.

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9. Method of Acceptance:

- 9.1 Any Grantee who wishes to accept the Grant made pursuant to the Scheme, must deliver a signed copy of Grant Letter to the Committee or any of its authorised representatives within such period as decided by the Committee which shall not be more than 30 (Thirty) days from the date of receipt of the Grant Letter.
- 9.2 Any Grantee who fails to return the signed copy of Grant Letter and/ or fails to provide his acceptance within the above-mentioned time period shall, unless the Committee determines otherwise, be deemed to have rejected the Grant and the Company is not liable to pay any such amount on such rejection.
- 9.3 The Grantee is not required to pay any amount at the time of acceptance of the Grant.
- 9.4 Subject to the terms contained herein, the acceptance in accordance with this article, of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.

10. Vesting of Options:

- 10.1 Vesting Period shall commence from the Grant Date subject to minimum of 1 (One) year from the Grant Date and a maximum of 7 (Seven) years from the Grant Date, at the discretion of and in the manner prescribed by the Committee and set out in the Grant Letter.

Provided further that in the event of death or Permanent Incapacity of a Grantee, the minimum Vesting Period of one year shall not be applicable and in such instances, the Options shall vest in terms of SEBI (SBEB & SE) Regulations, on the date of the death or Permanent Incapacity.

- 10.2 Vesting of Options can vary from Grantee to Grantee as per the discretion of the Committee whose decision shall be final and binding.
- 10.3 The vesting schedule will be clearly defined in their Grant Letter of respective Grantees subject to minimum and maximum Vesting Period as specified in article 10.1 above.

However, the suggestive vesting schedule is as follow:

Time Period	% Of Options to be vested
At the end of 1 st year from the grant date	10% of the Options Granted
At the end of 2 nd year from the grant date	10% of the Options Granted
At the end of 3 rd year from the grant date	15% of the Options Granted
At the end of 4 th year from the grant date	20% of the Options Granted
At the end of 5 th year from the grant date	20% of the Options Granted
At the end of 6 th year from the grant date	25% of the Options Granted

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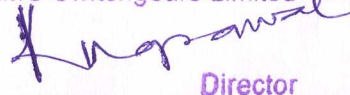
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- 10.4** The Vesting would be subject to the continued employment of the Grantee and may further be linked with the certain performance and other criteria's, as determined by the Committee and mentioned in the Grant Letter.
- 10.5** The Committee shall have the power to modify or accelerate the vesting schedule on a case-to-case basis subject to the minimum gap of 1 (One) Year between the Grant and first Vesting.
- 10.6** Further any fraction entitlement, to which the Grantee would become entitled to upon Vesting of Options (other than the last tranche of vesting), then the Options to be actually vested be rounded off to the nearest lower integer. Accordingly, in the last vesting, the number of the Options to be vested shall include the Options which were not earlier vested due to fraction adjustment.
- 10.7** The Vesting of Options shall be communicated to the eligible Grantees in writing through vesting letter.
- 10.8** The Grantee is not required to pay any amount at the time of Vesting of Options.

11. Exercise of Options:

- 11.1** After Vesting, Options can be Exercised either wholly or partly, within a maximum period of 5 (Five) years from the date of respective Vesting, through Cash Mechanism after submitting the Exercise application along with payment of the Exercise Price, applicable taxes and other charges, if any.
- 11.2** Failure to comply within this time period shall result in lapsing of Vested Options in the hands of Grantee. The amount paid by the Employee, if any, for the Exercise of Options may be refunded, if the Options are not Exercised by the Employee within the Exercise Period.
- 11.3** The mode and manner of the Exercise shall be communicated to the Grantees individually.
- 11.4** The Grantee may avail the financing facility if provided by the Company either through its own or from any third party, from time to time. In such case, transfer of Shares shall be made only after the receipt of Exercise form, Exercise Price, applicable Income Tax and other charges, if any.
- 11.5** Notwithstanding anything contained elsewhere in the Scheme, the Company, may not transfer Shares, in the event of the Grantee being found to be involved in fraud, misfeasance, moral turpitude, misconduct, gross negligence, breach of trust and in such an

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event(s) the rights under the Options (whether vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.

- 11.6** If the Vesting or Exercise of Options is prevented by any law or regulation in force and/or pursuant to Exercise of Options under such law or regulation, then in such an event the Company shall not be liable to compensate the Grantee in any manner whatsoever.
- 11.7** 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 the order of any jurisdictional court. In the event of any such cancellation, the Company shall not be liable to compensate the Grantee in any manner.
- 11.8** The Company may fund or permit the empanelled stock brokers to make suitable arrangements to fund the employee for payment of exercise price, the amount necessary to meet his/her tax obligations and other related expenses pursuant to exercise of options granted under the ESOP Scheme and such amount shall be adjusted against the sale proceeds of some or all the shares of such employee.

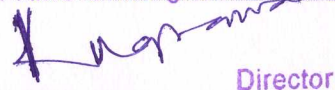
12. Exercise Price:

- 12.1** Under this Scheme, the Exercise Price of the Shares will be decided by the Committee and it means the latest available closing price on a Recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.

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

- 12.2** The Committee has a power to provide suitable discount, as deems fit, on such price as arrived above. However, in any case the Exercise Price shall not go below the par value of Share of the Company.
- 12.3** Further, the Committee has the power to re-price the Grants in future if the Grant made under the Scheme is rendered unattractive due to the fall in the price of Shares, after complying the conditions as mentioned in the SEBI (SBEB & SE) Regulations.
- 12.4** The aggregate Exercise Price payable at the time of Exercise shall be paid by the Grantee, as per his/her own discretion (*not opting for financing Options*), by cheque, demand draft, NEFT or deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) in the name of the Company. However, in case the Grantee has availed financing option as stated in Article 11.6, the aggregate Exercise Price shall be paid at any time before transfer of Shares as per the terms and conditions of financing.
- 12.5** The tax amount arising at the time of Exercise shall be paid by the Grantee, as per his/her

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own discretion (*not opting for financing Options*), by cheque, demand draft, NEFT or deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) in the name of the Company. However, in case the Grantee has availed financing option as stated in Article 11.6, the aggregate income tax shall be paid at any time in the month of Exercise before transfer of Shares as per the terms and conditions of financing.

13. Cessation of Employment:

13.1 In the event of cessation of employment due to death

a) All Options Granted as on date of death would vest in the legal heirs / nominee of the Grantee on that day. The Options would be exercisable by the legal heirs / nominee within a period of 6 (Six) months from the date of cessation, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.

b) All other terms and conditions of the Scheme shall apply to such Options. Provided that, in order to Exercise the Options of the deceased Grantee, the legal heirs / nominee have to submit the following documents to the Company, to the satisfaction of the Committee and the Committee may at its discretion waive off the requirement to submit any of the documents:

A. In case nominee is not appointed

- Copy of the succession certificate / probate of will / letter of administration.
- No objection certificate from the other legal heirs.
- Photocopy of the death certificate duly attested by the proper authority (English translated version if in the vernacular language)
- Specimen signature of the person(s) in whose name Shares are to be transmitted (duly attested by the bank)
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)

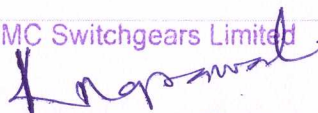
B. In case nominee is appointed

- Photocopy of the death certificate duly attested by the proper authority (English translated version if in the vernacular language)
- Specimen signature of the person(s) in whose name Shares are to be transmitted (duly attested by the bank)
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)

13.2 In the event of cessation of employment due to Permanent Incapacity:

All Options Granted to Grantee as on date of Permanent Incapacity would vest in Grantee

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on that day. The Options would be exercisable within a period of 6 (Six) months from the date of cessation, failing which all the unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.

13.3 In the event of cessation of employment due to resignation or termination *(not due to misconduct, moral turpitude or ethical/ compliance violations or like event)*

- a) All Unvested Options, on the date of cessation, shall expire and stand terminated with effect from that date unless otherwise determined by the Committee whose decision will be final and binding.
- b) All Vested Options shall be exercisable by the Grantee by the last working day in the Company or before expiry of ExercisePeriod, whichever is earlier. The Vested Options not so Exercised shall lapse irrevocably and the rights there under shall be extinguished.

13.4 In the event of cessation of employment due to retirement/superannuation

- a) All Unvested Options, on the date of cessation, shall expire and stand terminated with effect from that date unless otherwise determined by the Committee whose decision will be final and binding.
- b) All Vested Options shall be exercisable by the Grantee by the last working day in the Company or before expiry of ExercisePeriod, whichever is earlier. The Vested Options not so exercised shall lapse irrevocably and the rights there under shall be extinguished.

13.5 In the event of cessation of employment due to termination *(due to misconduct, moral turpitude or ethical/ compliance violations or like event)*

All Options Granted whether vested or not shall stand terminated with immediate effect unless otherwise determined by the Committee, whose determination will be final and binding. The Committee, at its sole discretion shall decide the date of termination of a Grantee, and such decision shall be binding on all concerned.

13.6 In the event that a Grantee is transferred or deputed to Subsidiary/ Associate Company prior to Vesting or Exercise of Options, the Vesting and Exercise of Options, as per the terms of Grant, even after such transfer or deputation.

13.7 In the event of Abandonment of service by the Grantee, all Options (Vested Options or Unvested Options) at the time of Abandonment of service, shall stand terminated forthwith. The date of Abandonment of service by the Grantee shall be decided by the Committee at its sole discretion which decision shall be binding on such Grantee.

- 13.8** In the event of a Grantee going on **Long Leave**, the treatment of Options Granted to him/her, whether vested or not, shall be determined by the Committee, whose decision shall be final & binding.
- 13.9** In the event where a Dispute arises between Grantee and the Company, vesting and/or Exercise of Options will be put on hold till the date of settlement, to the satisfaction of the Committee & Grantee.
- 13.10** In the event that a Grantee is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing Company, prior to the Vesting or Exercise, the treatment of Options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the Grantee.
- 13.11** The Committee may modify the terms for cessation of employment as mentioned in foregoing paras 14.1 to 14.10.

14. Lock in requirements:

- 14.1** The Shares transferred to the Grantees pursuant to Exercise of Options will not be subject to any lock-in period and can be freely sold by the Grantee.

15. Other terms and conditions:

- 15.1** Nothing herein is intended to or shall give the Grantee, any right to status of any kind as a shareholder of the Company in respect of any Share covered by the Grant unless the Grantee Exercises the Options and becomes the registered shareholder of the Company.
- 15.2** The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to Exercise Options in whole or in part.
- 15.3** Any statutory taxes or other charges applicable on such Vesting or Exercise of such Options would be the sole liability and responsibility of the Grantee, and the Grantee will not have any recourse to the Company in this regard.
- 15.4** The maximum quantum of benefits that will be provided to every eligible Employee under the Scheme will be the difference between the market value of Company's Share on the Recognized Stock Exchanges as on the Date of Exercise of Options and the Exercise Price paid by the Employee.
- 15.5** The Grantee shall abide by the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as may be amended from time to time, Company's

Code of Conduct for prevention of insider trading and Code of practices and procedures for fair disclosure of unpublished price sensitive information adopted by the Company under SEBI (Prohibition of Insider Trading) Regulations, 2015. Further, the Grantee shall indemnify and keep indemnified the Company in respect of any direct or indirect liability arising as a result or consequence of the violation of above, if applicable.

16. Notices and correspondence:

- 16.1 Any notice required to be given by a Grantee to the Company or the Committee or any correspondence to be made between a Grantee and the Company or the Committee may be given or made to the Company / Committee at the corporate office or registered office of the Company or at the place as may be notified by the Company / Committee in writing or at the specific designated email id of the Company.
- 16.2 Any notice, required to be given by the Company or the Committee to a Grantee or any correspondence to be made between the Company or the Committee and a Grantee shall be given or made by the Company or the Committee on behalf of the Company at the address as stated in the official records of the Company or at the official email Id of the Grantee.

17. Nomination of Beneficiary:

- 17.1 Each Grantee under the Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Scheme is to be delivered in case of his or her death before he receives all of such benefit. Each such nomination shall revoke all prior nominations by the same Grantee, shall be in a form prescribed by the Company and will be effective only when filed by the Grantee in writing with the Company during the Grantee's lifetime.
- 17.2 If the Grantee fails to make a nomination, the Shares shall Vest on his/her legal heirs in the event of his/her death.

18. Corporate Action:

- 18.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action' as defined herein.
- 18.2 If there is a 'Corporate Action' of the Company before the Options Granted under this Scheme are Exercised, the Grantee shall be entitled on Exercise of the Options, to such number of resultant Shares to which he/she would have been entitled as if all of the then outstanding Options Exercised by him/her, had been Exercised before such 'Change in the Capital Structure' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Corporate Action, the Committee, subject to

the provisions of Applicable Laws, shall make fair and reasonable adjustments under the Scheme, as it deems fit, with respect to the number of Options, Exercise Price and make any other necessary amendments to the Scheme for this purpose. The Vesting Period and life of the Options shall be left unaltered as far as possible.

18.3 In the event of severance of employment of a Grantee, as a part of reconstitution / amalgamation / sell-off or otherwise, the Options granted and not exercised before such reconstitution / amalgamation / sell-off, shall be exercised as per the terms and conditions determined in the relevant scheme of such reconstitution / amalgamation / sell-off not prejudicial to the interest of the Grantee.

18.4 In the event of a dissolution or liquidation of the Company, the Company will notify the Grantees as soon as practicable prior to the effective date of such dissolution or liquidation and the treatment of Options Granted (whether Vested or not) shall be decided by the Committee.

19. Disclosure and Accounting Policies:

19.1 The Company shall make all the necessary disclosures required under the provisions of the SEBI (SBEB & SE) Regulations, 2021 and other Applicable Laws. The Company shall comply with the requirements of IND – AS 102 and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.

19.2 Compensation cost will be booked in the books of account of the Company over the vesting period.

19.3 The Company shall comply with the disclosures requirements and the accounting policies prescribed under Regulation 15 of the SEBI (SBEB & SE) Regulations, 2021 or as may be prescribed by regulatory authorities from time to time.

20. Taxability on the Grantee:

20.1 The exercisable Options are subject to the applicable provisions of the Income tax Act, 1961.

There would be following points of Taxation on the Grantee:

- **Point 1:** At the time of Exercise, the difference between the Market Price of the Shares as on date of Exercise and the Exercise Price will be added as a perquisite under salary in the month of Exercise. The Grantee will be liable to pay the taxes at the individual slab rate in which he falls.

Eg: Exercise Price= Rs. 100 per Option/ Market Price of Share on Exercise = Rs.

150 per Share / Perquisite = Rs.150 – Rs.100 = Rs.50/- per Share.

Suppose Employee falls in 30% slab, his perquisite tax will be Rs.15/-

- **Point 2:** At the time of sale of the Shares of the Company by the Grantee. On selling of the Shares, the concerned Employee would be liable to income tax as per the applicable provisions of the laws at the time of sale of the Shares.

Eg: In continuation of the above example mentioned in **Point 1**.

Sale Price/ Market Price = Rs. 300 per option/ Taxable Amount = Rs. 300 – Rs. 150 = Rs. 150/- per share.

LTCG = $150 \times 10\%$ = Rs. 15/- per share.

or

STCG = $150 \times 15\%$ = Rs. 22.5/ per share.

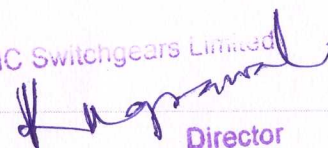
21. Surrender of Options:

- 21.1** Any Grantee to whom the Options are granted under this Scheme, may at any time, surrender his Options to the Company. In such case the Company would not be liable to pay any compensation to the Grantee on account of his surrender of Options. The Options so surrendered will be added back to the pool of the Scheme and pursuant to this the Grantee shall cease to have all rights and obligations over such Options.

22. Dispute:

- 22.1** In the event of a dispute arising out of or in relation to the provisions of this Scheme (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts, which attempt shall continue for not more than 30 days, gives 10 days' notice thereof to the other party in writing.
- 22.2** In case of such failure, either party may refer the dispute to a single arbitrator to be appointed by Managing Director of the Company. The arbitration proceedings shall be held in Rajasthan under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Rajasthan.

For RMC Switchgears Limited



Director

23. Governing Law:

- 23.1** This Scheme and all related documents there under shall be governed by and construed in accordance with the SEBI (SBEB & SE) Regulations and other Applicable Law.
- 23.2** Any term of the Scheme that is contrary to the requirement of the SEBI (SBEB & SE) Regulations or any other Applicable Law shall not apply to the extent of such contradiction. The provisions of this Scheme are severable; and if any provision(s) is/are held to be illegal, invalid or unenforceable, then to the extent permitted by Applicable Law, such provision(s) shall not affect the legality or validity of the Scheme or the acts done thereunder.

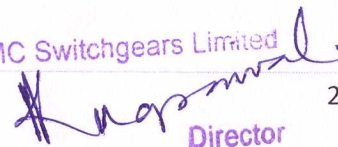
24. Regulatory Approvals:

- 24.1** The implementation of the Scheme, the Granting of any Options under the Scheme and the issuance of any Shares under this Scheme shall be subject to the procurement by the Company and the Grantee / nominee / legal heirs of all approvals and permits, if any, required by any regulatory authorities having jurisdiction over the Scheme. The Grantee / nominee / legal heirs under this Scheme will, if requested by the Committee / Company, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

25. Modification of Scheme:

- 25.1** Subject to the Applicable Law, the Committee may, at any time:
- 25.1.1** Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme or all or any of the rights and obligations of the Grantee;
- 25.1.2** Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the specific Grantee or class or category of Grantees. Each of such sets of special terms and conditions shall be restricted in its application to those specific Grantee or class or category of such Grantees.
- 25.2** Any amendment, variation or modification under the Scheme shall not be prejudicial to the interest of the Grantees of the Company.

For RMC Switchgears Limited

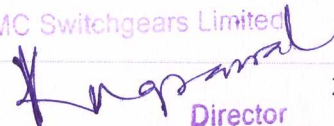

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26. Confidentiality:

- 26.1 Notwithstanding anything contained in this Scheme, the Grantee shall not divulge the details of the Scheme and/or his holdings to any person except with the prior written permission of the Committee unless so required to do under the Applicable Law or any statutes or regulations applicable to such Grantee.

***** End of the Scheme *****

For RMC Switchgears Limited


Director