



**3i Infotech®**  
LIMITLESS EXCELLENCE

# **3I INFOTECH STOCK OPTION PLAN**

**(3I INFOTECH STOCK OPTION PLAN- 2023)**

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## VERSION CONTROL

Version	Author Name	Modified On (Date)	Changes Done	Approved By	Approved on (Date)	Approver Remarks
1.0	HR Dept.	-	First Release	Board of Directors	XXX XX, XXXX	Created

## INTRODUCTION

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- One of the prime objectives of 3I INFOTECH [3I INFOTECH] has always been to create high performance communities that create significant value for all stake holders.
- The objective of this 3I INFOTECH STOCK OPTION PLAN- 2023 (ESOP -2023) is to attract, retain, encourage and reward the employees, who are the drivers of company's growth. ESOP 2023 is intended to reward the employees for their performance, commitment and support for the growth of 3I INFOTECH and to provide an incentive to continue contributing to the success of the company. It is envisaged that the ESOP 2023 will enable 3I INFOTECH to attract and retain the best available talent by making them partners in business and its growth.
- This document sets out the features of the ESOP 2023, the benefits accruing to employees under this Scheme, the duties and responsibilities of the beneficiaries as also the procedures to be followed. The document shall serve as a reference for the administration of ESOP 2023. This document should be carefully read and understood and the procedures prescribed diligently observed for availing the benefits under ESOP 2023.
- This ESOP 2023 will come into effect from the date of approval of the Scheme by the Shareholders.
- The tenure of the Scheme shall be Twelve years from the date of the Scheme coming into force. The tenure of the Scheme shall be extended by such time not exceeding five years as the Board of Directors may decide from time to time. Further, the Board of Directors shall have the power to pre close or amend the scheme at it may deem fit.

## DEFINITIONS

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:

- **“Administering Agency”** means any agency appointed by the Board or Nomination and Remuneration Committee to assist the Nomination and Remuneration Committee in administering the ESOP, inter alia, with recording and management of ESOP data, assistance in exercise and other allied matters.
- **“Associate company”** shall have the same meaning as defined under section 2(6) of the Companies Act, 2013 (18 of 2013);
- **“Company”** or **“3I INFOTECH”** means 3i INFOTECH LIMITED incorporated in India under The Companies Act 1956 represented by CIN L67120MH1993PLC074411, having its registered office at Tower #5, International Infotech Park, Vashi, Navi Mumbai – 400 703 and shall include its successors-in-interest and assigns
- **“Control”** shall have the same meaning as defined under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
- **“Director”** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013 (18 of 2013)

- **“Employees”** means
  - An employee as designated by the company, who is exclusively working in India or outside India; or
  - 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
  - an employee as defined in clauses (i) or (ii) of a group company including subsidiary or its associate company, in India or outside India of the company but does not include—
    - an employee who is a promoter or a person belonging to the promoter group; or
    - 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;
- **“Exercise”** means making of an application by the Employee to the company or to the trust for issue of shares against options vested in pursuance of the ESOP 2023, in the prescribed manner, along with Exercise Price and applicable taxes.
- **“Exercise Period”** means the time period after vesting, within which the employee may exercise the right to apply for shares against the options vested in pursuance of the ESOP 2023.
- **“Exercise Price”** or **“Grant Price”** means the price payable by employees for exercising the option granted in pursuance of ESOP 2023.
- **“ESOP Shares”** means shares arising out of exercise of options granted under ESOP 2023.
- **“ESOP 2023”** or **“THE SCHEME”** means the 3I INFOTECH STOCK OPTION PLAN 2023 of 3I INFOTECH as set out hereunder and shall include any alterations, amendments, modifications, or variations made thereto from time to time, under which the Company grants options directly or through a Trust.
- **“Fair Value”** of an option means the fair value calculated in accordance with the SEBI Regulations as in force on the date of respective grants.
- **“Grant”** means the process by which the Company issues options to employees under ESOP 2023.
- **“Grant Date”** or **“Date of Grant”** means the date on which the Nomination and Remuneration Committee or Board of Directors approves the grant under ESOP 2023. The Grant date shall be specified in the grant letter issued to the Employee. Explanation,—For accounting purposes, the grant date will be determined in accordance with applicable accounting standards;
- **“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;
- **“Independent Director”** shall have the same meaning assigned to it in -Regulation 16(b) of SEBI(Listing Regulations and Disclosure Requirements) Regulations, 2015 as amended from time to time

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- **“Market Price”** means the latest available closing price on a recognised stock exchange on which the shares of the company are listed immediately prior to the relevant date. If the shares are listed on more than one stock exchange, then the closing price on the stock exchange having higher trading volume on the said date shall be considered as market price or as [Return to TOC](#) may be defined under the SEBI Regulations as amended from time to time.
- **“Nomination and Remuneration Committee”** or “the Committee” means the committee of Board of Directors of the company constituted pursuant to Section 178 of the Companies Act, 2013 and Regulation 19 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended or modified from time to time.
- **“Nominee”** or **“Nominees”** means any person nominated by an employee under ESOP 2023.
- **“Option”** or **“EMPLOYEE STOCK OPTION”** means the option given to employee which gives such an employee a right to purchase or subscribe, at a future date, the shares offered by the company, directly or indirectly, at a predetermined price.
- **“Option Grantee”** or **“Grantee”** means an employee to whom the options have been granted and those having a right but not an obligation to exercise an option in pursuance of ESOP 2023
- **“Period of Service”** or **“Service”** or its grammatical equivalent includes the aggregate period of employment or service as an employee or service as a director in 3I INFOTECH or its subsidiary(ies) / Group Company (ies), in or outside India
- **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
- **“Promoter Group”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018:
- **“Relative”** shall have the same meaning as defined under section 2(77) of the Companies Act, 2013.
- **“Relevant Date”** means
  - in the case of grant, the date of the meeting of the Nomination and Remuneration Committee on which the grant is made; or
  - in the case of exercise, the date on which the notice of exercise is given to the company by the employee;
- **“SEBI Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity), Regulations, 2021 or any regulations / notifications/ circulars to be issued by SEBI related to Stock Options as amended or replaced from time to time.
- **“Share”** means equity shares of the company and securities convertible into equity shares and shall include American Depository Receipt (ADR), Global Depository Receipt (GDR) or other depository receipt representing equivalent number of equity shares or securities convertible into equivalent number of equity shares.
- **“Subsidiary Company”** means the subsidiary company as defined in Section 2(87) of The Companies Act, 2013

- “**Vesting**” means the process by which the employee becomes entitled to receive the benefit of a grant made under ESOP 2023.
- “**Vesting period**” means the period during which the vesting of the option granted to the employee in pursuance of ESOP 2023 takes place. i.e. the period between the date of grant and the date of vesting of the options granted to employees. [Return to TOC](#)

Unless the context otherwise requires, words employed in the masculine gender shall include the feminine and neutral gender 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 SEBI Regulations, the Securities and Exchange Board of India Act, 1992 or the Securities Contracts (Regulation) Act, 1956 or The Companies Act 2013, SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or SEBI (Prohibition of Insider Trading) Regulations, 2015 or SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 or any statutory modification or re-enactment thereof, as the case may be.

#### **Article Headings:**

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

#### **References:**

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

## **NOMINATION AND REMUNERATION COMMITTEE**

The Nomination and Remuneration Committee may from time to time:

- formulate detailed additional terms and conditions and procedures for grant or/and vesting under the ESOP 2023, 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.
- meet as and when necessary as may be required to grant options and to administer this scheme.
- frame rules and regulations, procedures and prescribe forms and issue circulars or orders in relation to the ESOP 2023 and may from time to time amend recall or replace such rules and regulations, procedures, forms, orders and circulars.
- formulate the detailed terms and conditions of the ESOP including:-
  - the quantum of options as the case may be, per employee and in aggregate under this scheme;
  - the kind of benefits to be granted under this scheme
  - the conditions under which options, as the case may be, may vest in employees and may lapse in case of termination of employment for misconduct;
  - the exercise period within which the employee can exercise the options and that options would lapse on failure to exercise the same within the exercise period;



- the specified time period within which the employee shall exercise the vested options in the event of termination or resignation;
- the right of an employee to exercise all the options, as the case may be, vested in him at one time or at various points of time within the exercise period;
- the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of options and to the exercise price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration by the Nomination and Remuneration Committee:
  - the number and price of options shall be adjusted in a manner such that total value to the employee of the options remains the same after the corporate action;
  - the vesting period and the life of the options shall be left unaltered as far as possible to protect the rights of the employee(s) who is granted such options
- the grant, vesting and exercise of shares, options in case of employees who are on long leave;
- eligibility to avail benefits under this scheme in case of employees who are on long leave;
- the procedure for funding the exercise of options;
- the procedure for buy-back of specified securities issued under these regulations, if to be undertaken at any time by the company, and the applicable terms and conditions, including:
  - permissible sources of financing for buy-back;
  - any minimum financial thresholds to be maintained by the company as per its last financial statements; and
  - limits upon quantum of specified securities that the company may buy-back in a financial year. Explanation,—Specified securities means as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018
- to adopt and approve performance rating of employees for the purpose of this scheme
- the policies and procedure for cashless exercise of options.
- Re-allocation of unexercised and forfeited options
- Determine method for contentment of any tax obligations arising in connection with the options or shares issued in pursuant to the scheme.
- Delegate all or any of its administrative powers (except grant of options to employee) to one or more officers of the company and/or to one or more sub-committees
- to make any amendments in the text of this Scheme to give effect to any amendments made from time to time to the SEBI Regulations so far as they apply to this Scheme
- to constitute an ESOP Selection Committee
- to determine the eligibility criteria under ESOP - 2023 based on evaluation of various parameters, such as length of service, grade, commitment, performance (both financial and non-financial), technical knowledge, leadership qualities, merit, contribution and conduct, future potential, etc., and such other factors as may be deemed appropriate by it and to delegate this power to ESOP Selection Committee
- to accept options being surrendered voluntarily by employees and re-issue options against surrendered options

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- frame suitable policies, procedures and systems to ensure that there is no violation of:-
  - SEBI (Prohibition of Insider Trading) Regulations, 2015 or any statutory modification or re-enactment there of; and
  - Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations 2003, or any statutory modification or re-enactment thereof, by any Employee.
  - Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021
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- Appoint any agency for assistance in administering the ESOP (“Administering Agency”) and the Nomination and Remuneration Committee shall communicate such appointment / change to employees or option grantees. Those Employees may address all their queries to the administering agency or to the company secretary or compliance officer of the company.

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.

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.

## QUANTUM OF OPTIONS

The total number of options granted under ESOP 2023 as reduced by the options lapsed, surrendered, forfeited or cancelled shall not exceed 10,000,000 (1 crore) only options convertible into equivalent number of Equity shares of Rs.10/- (Rupees Ten) each.

The options which are surrendered, cancelled or forfeited are eligible to be reissued as fresh grants as per the provisions of this scheme.

## ESOP SELECTION COMMITTEE

The ESOP Selection Committee may be constituted by the Nomination and Remuneration Committee to enable it to identify the employees eligible to participate in this ESOP 2023, to fix the targets, goals and events based on which the options granted shall vest and to help in quantifying the options to be granted to employees.

## GRANT PROCEDURE AND ACCEPTANCE

- The Nomination and Remuneration Committee shall have the power to grant the options under the ESOP 2023 to the identified employees other than the Directors; and the Board of Directors shall have the power to grant options to the eligible Directors.
- Options under ESOP 2023 shall be classified under following types:

Type	Eligibility	ESOP / RSU
3i – Type A	High Performing Key resources	ESOP
3i - Type B	Mid ,Senior, Top Management	ESOP
3i - Type C	Fresh Talents	ESOP

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- Nomination and Remuneration Committee will authorize issuance of a letter of grant containing, inter alia, the following details:
  - Name of the Employee;
  - No. of options granted;
  - Date of grant
  - Type of Option
  - Exercise Price
  - Vesting Schedule
  - Exercise Period
  - Additional Vesting Condition, if any
  - Targets/Goals if any applicable for vesting
- Grant price per option shall be at face value
- The maximum number of options granted to any one employee over the life of the scheme will not be equal to or more than 1% of the issued equity share capital of the company at the time of grant of option.
- No upfront payment shall be made by employees at the time of grant of options and the exercise price is payable at the time of exercise of option by those employees.

## VESTING

- Vesting, requirements of vesting and maximum period of vesting: The continuation of the Option Grantee in the service of the company or its subsidiary Company (ies) or Group Company (ies) shall be a primary requirement of the vesting.

The vesting Schedule shall be 30% , 30% & 40% at the end of 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Year respectively

In addition to the above, the options which are due for vesting as per this schedule shall vest as per the individual performance rating as detailed in the table below.

Rating#	5	4	3	2	1
Grant *	100%	100%	100%	0%	0%
Vesting **	100%	100%	75%	50%	0%

# Rating Scale: 5 rating being higher and 1 being Lower

\*Year of grant shall take rating eligibility as 3 and above – rating shall be drawn from previous year of appraisal or mid-term appraisal, whichever period precedes granting of options.

\*\*Vesting of granted options for the year of vesting shall be in line with performance levels for the previous year of appraisal

- In case the option grantee goes on a continuous unpaid leave of 30 days or more during the vesting period, the vesting period will be automatically extended by such period of leave in excess of 30 days. The Nomination and Remuneration Committee may prescribe further terms and conditions for the vesting of such options considering the contribution of such option grantees for the performance. The Nomination and Remuneration Committee shall have the right to exempt any option grantee from the operations of the provisions of this clause. In cases where the vesting is based on performance or attainment of targets or goals or happening of an event, the Nomination and Remuneration Committee shall make suitable changes in vesting

period or in vesting conditions in the event of option grantee going on a continuous unpaid leave of 30 days or more.

- The vesting criteria will be minimum one year or such time period as may be prescribed under the applicable law including but not limited to SEBI Regulations.

## LOCK-IN PERIOD AND METHOD OF VALUATION

- In order to make the ESOP 2023 more attractive, 3I INFOTECH has decided that there shall not be any lock-in period for the shares issued on exercising the options vested under the ESOP 2023. However the option grantee shall comply with Insider Trading policy of the company in force at the time of exercise or such other regulations as may be prescribed under law for the time being in force.
- The Company shall follow the method for valuations of options as per the Accounting Standards followed by the company.

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## EXERCISE PRICE, EXERCISE PERIOD & PROCEDURES

- The exercise price shall be on the face value of the shares of the Company i.e. Rs.10/- per share.
- The option grantees can exercise rights to convert the options into shares either in full or in tranches by addressing a communication to the Nomination and Remuneration Committee in the form that may be prescribed by the Nomination and Remuneration Committee from time to time. The option grantee, shall, at the time of exercise of options send the prescribed form mentioning the number of options that he is willing to exercise, Demat Account details specifying Depository Participant (D.P.) ID No., Client ID No. and PAN, together with payment for an amount equal to the aggregate exercise price and tax payable in respect of the options exercised.
- The exercise period shall commence from the date of vesting and expire not later than 60(Sixty) calendar months from the relevant vesting date.
- Options vested and not exercised by the option grantees before the exercise period of the said options, shall lapse.
- Notwithstanding anything contained elsewhere in the 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 and in such an event the company shall not be liable to pay any compensation or other payment to the option grantee for any loss suffered due to such prohibitions and the exercise period shall stand extended by such period.
  - provided further, that 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, no compensation shall be payable to the option grantee for such cancelled options.

## ALLOTMENT OF SHARES ON INDIVIDUAL NAME

- On exercise of options, the shares will be allotted in the name of the option grantee or to the legal heir or nominees as the case may be.

## DISCONTINUATION OF SERVICES BEFORE VESTING

- 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 the date of resignation shall lapse.
- It is clarified that, on the demise of an Option grantee whether with or without nomination, all the unvested options till such date shall vest in full, on the date of demise, to the nominee(s) or legal heir(s) of deceased grantee, as the case may be.
- 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 on that day.
- In case of superannuation of an option grantee, options granted to employees would continue to vest in accordance with respective vesting schedules even after retirement or superannuation in accordance with company's policies and the applicable law.
- In the event that an employee, who has been granted options under this scheme, is transferred or deputed to an associate company prior to vesting or exercise, the vesting and exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation

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## DISCONTINUATION OF SERVICES BEFORE EXERCISE

- If the services of an option grantee are discontinued at the will of such grantee or of the company (e.g. resignation or termination without cause or otherwise), then, such grantee may exercise the vested options within 30 days from the last working day, failing which the options shall lapse. If the exercise of options is delayed by operation of law or under SEBI Regulations or as per the policy of the Company, the 30 days mentioned above shall be extended by such period of days as the Nomination and Remuneration Committee may deem fit.
- In case of an option grantee, whose services are terminated for cause (as per the policy of the company), the company reserves the right to cancel all rights pertaining to exercise of vested options under this scheme.
- In case of death or permanent incapacity of an option grantee, options which are vested as on the date of demise or the date of 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 / legal heirs of the deceased grantee or such grantee as the case may be, upon proper verification and approval by the Nomination and Remuneration Committee.
- 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.

## OTHER CONDITIONS ATTACHED TO OPTIONS

- Options granted to an employee shall not be transferable to any other person
- 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 as per the provisions of this scheme
- The options granted to an employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

## BENEFITS AND OBLIGATIONS AS OPTION/SHARE HOLDERS

- 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 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 granted 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 ESOP 2023. However the option holders will not have a right to participate in the further issue of shares including Rights/Preferential issue. [Return to TOC](#)
- In the event of re-organization of the company either by corporate action, merger, demerger, 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 case of absence of any stock option scheme in the resulting company the amalgamating companies may have the right to give effect to this scheme under the merger process for the benefit of the option grantees with similar features in the scheme and in a manner which is not detrimental to the interest of the option grantee.
- Neither an option holder, nor successors in interest, shall have any of the rights of a shareholder of the company with respect to the options granted, till the company, on the exercise of options, allot shares.
- 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. Also the option grantee shall not divulge any details of the ESOP 2023 including options granted to any person except with the prior permission of the company obtained in writing
- ESOP shares shall rank pari-passu with then existing equity shares of the company and shall be subject to the Memorandum and Articles of Association of the company.
- All employees who have been allotted shares by virtue of exercise of options issued under ESOP 2023 will be entitled to receive all regular benefits as shareholders of the company like Dividends Bonus Shares etc, if any, announced by the company only from the date of allotment of shares.
- 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 authorise 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.

## APPOINTMENT OF NOMINEE

- An option grantee may appoint any person as nominee(s) for the purpose of exercising the rights, subject to the obligations, in terms of the ESOP 2023. 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 a fresh nomination may be made on such revocation.
- The nominee specified as aforesaid shall alone be entitled to exercise the rights of the grantee concerned and 3I INFOTECH shall not be liable in relation to any rights and obligations amongst the legal heir's inter-se of the grantee concerned.
- Where the grantee has not made the nomination as above, then the person appointed as nominee by the Grantee as per the provisions of Employees Provident Fund Scheme 1952, as may be amended from time to time or in the absence thereof, any other Social Security Regulations, which is in force, shall be deemed to be the nominee for the purposes of ESOP 2023.
- If an option grantee fails to make a nomination as mentioned above in any case, the options shall vest on legal heirs in the event of death.

## GOVERNMENT REGULATIONS

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- 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 ESOP 2023 shall entitle 3I INFOTECH to require the employees to comply with such requirements.
- The Courts of Mumbai shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

## GENERAL RISKS

- Participation in this ESOP 2023 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the market price of the equity and the risks associated with the investment are that of the option grantee alone.

## TAX LIABILITY

- 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 an option holder, 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 units or within such time as may be prescribed under the law whichever is earlier. The grantee shall indemnify the company against any tax or other liabilities that may be imposed on the company on account of the grant/vesting /exercise of options and /or allotment 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 / after the allotment of shares or to retain the share due to the grantee on exercise of the options.



- All the tax liabilities arising on disposal or transfer of shares by the grantees after exercise of options would be required to be borne by the grantee directly.
- In the event of any tax liability arising on account of the ESOP 2023, 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 ESOP 2023, to be sold or otherwise alienated to meet the liability, on behalf of the grantee.

## CHANGES IN TERMS AND CONDITIONS OR TERMINATION OF SCHEME

- The company may, by Special resolution, change the terms and conditions of the ESOP 2023. 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 such event, the Company is not liable to pay any compensation
- Notwithstanding the provisions of this scheme, the company shall be entitled to vary the terms of the schemes to meet any regulatory requirement without seeking shareholders' approval by special resolution
- 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 before the date of termination of the Scheme.
- In the event of pre-closure of the Scheme under as per the provisions of this scheme, the Board shall frame such terms and conditions as it may deem fit, without being detrimental to the interest of the then existing option holders.

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## SUBSEQUENT SCHEMES

- Nothing contained in the scheme shall be construed to prevent the company from implementing any other subsequent scheme for granting stock options and/or share purchase rights, which is deemed by the company to be appropriate or in its best interest.
- The company reserves the right to carry forward the lapsed, unexercised and forfeited options to new scheme.
- No employee or other person shall have any claim against the company as a result of such action.

## SCHEME SEVERABLE

- This scheme constitutes the entire document in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter
- 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 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.

## LISTING OF SHARES

- The company shall take necessary steps for listing of shares allotted under the scheme immediately upon exercise on all the recognized stock exchange(s), where the securities of the company are listed.
- The company shall apply and obtain the in-principle approval from the stock exchanges where it proposes to list the shares before exercise of the options by the option grantees.
- The company shall comply with all other requirements prescribed by the stock exchanges for exercise of the options by the option grantees and for the implementation of this Scheme

## ARBITRATION

- All disputes arising out of or in connection with the Scheme or the Grant shall be referred initially to the ombudsmen. If the dispute is not satisfactorily resolved, it shall be referred to a single Arbitrator to be appointed by the Committee. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai, India.

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## APPLICABILITY OF SEBI REGULATIONS

- 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. The Nomination and Remuneration Committee is authorized to give effect to such amendments in the text of this Scheme.
- The Company, its subsidiary company (ies) and Group companies shall confirm to the accounting policies as specified in Clause 15.1 of the SEBI Regulations or such other guidelines / regulations / notifications / circulars as may be made applicable from time to time.

## CONFIDENTIALITY

- The employee who holds options/shares under this scheme shall not divulge details of this scheme or of the options held by him to any person without prior written permission of the Nomination and Remuneration Committee.
- The employee shall enter into such agreement as the Nomination and Remuneration Committee may decide from time to time.

## CONTRACT OF EMPLOYMENT

- This scheme shall not form part of any contract of employment between 3I INFOTECH and the employee. The rights and obligations of any individual under the terms of office or employment with 3I INFOTECH shall not be affected by participation in this scheme.
- 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.

- This scheme is purely at the discretion of 3I INFOTECH (represented by the Nomination and Remuneration Committee).
- This scheme shall not confer on any legal or equitable rights on employees or any person against the company either directly or indirectly or give rise to any cause of action in law or equity against the company.
- 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 other 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.

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**3i Infotech®**  
LIMITLESS EXCELLENCE

## 3i Infotech- About US

Headquartered in Mumbai, India, since inception in 1993, 3i Infotech has been committed to driving business value across multiple industry verticals. 3i Infotech, today, has emerged as a leading name in propelling the current wave of digital transformation initiatives, with deep domain expertise across BFSI, Healthcare, Manufacturing, Retail and Government sectors to drive digital transformation, driven by a number of emerging technologies, be it Artificial Intelligence (AI), Blockchain, Robotic Process Automation (RPA), Low-code Development, Internet of Things (IoT), Cloud Computing or Machine Learning (ML).

The Company has over 4000 employees in 30 offices across 15 countries and over 1000+ clients in more than 50 countries across 4 continents. With a wide range of IT services, 3i Infotech has successfully transformed business operations of customers globally. The Company has a very strong foothold and client base in geographies like North America, India, Asia Pacific, Middle East and Africa, Kingdom of Saudi Arabia and South Asia.

