

**LATENT VIEW ANALYTICS LIMITED**  
**EMPLOYEES STOCK OPTION PLAN 2016**

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## EMPLOYEES STOCK OPTION PLAN 2016

### 1. OBJECTIVE

- i. Latent View Analytics Limited (“**LatentView**”), a public limited Company incorporated in India, wishes to attract key employees and induce them to remain with the Company. In furtherance thereof LatentView has formulated this Employees Stock Option Plan 2016 (“**ESOP**” or “**Plan**”), designed to provide equity based incentive to key Employees.
- ii. The Plan is aimed at the following:
  - a. To create participative environment contributing to the growth of the Employees.
  - b. Rewarding the Employees for their performance and contribution to the success and growth of LatentView.
  - c. Providing them with a good and attractive motivational tool to improve their performance.
  - d. Providing an opportunity for the professional partners to become financial partners in the Equity of LatentView.
  - e. Retaining the talent and services of the Employees who have contributed to the success of LatentView.
  - f. Attracting the right talent for right roles.
- iii. This Plan came into force with unanimous approval of the Board and Compensation Committee on 1<sup>st</sup> April 2016, which was further approved by the shareholders in their meeting on 1<sup>st</sup> April 2016 and it was further amended by the shareholders in their meeting held on 3<sup>rd</sup> August 2021 to bring it in line with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 existing at that time. Pursuant to the notification of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 dated 13<sup>th</sup> August 2021, the Plan was further amended with the approval of shareholders at their meeting held on 31<sup>st</sup> August 2021. All the Options granted under this Plan shall continue to be governed by the provisions of this Plan and the Employee, or any persons acquiring rights (in accordance with this Plan) from the Employee, may exercise their rights on or before the expiration of the Exercise Period.
- iv. The Plan shall be effective from 01.04.2016. The Plan shall be valid till 31<sup>st</sup> March 2031. However, the Board may at any time prior to that date terminate the Plan in compliance with the provisions of the Act (defined herein below).
- v. The Plan shall be administered by the Compensation Committee appointed by the Board. The act of majority of the members present in person or approved in writing shall be the act of the Compensation Committee.
- vi. This Plan shall be subject to the provisions of the Act. Wherever applicable, the Plan shall be in accordance with the regulations prescribed by Securities and Exchange Board of India (SEBI) and / or any other regulatory authority as applicable to the Company and shall not contravene any other

law, for the time being in force that is material for giving effect to such Plan.

## 2. DEFINITIONS

In this Plan, unless the context otherwise requires

- i. **“Act”** means the Companies Act, 2013, the rules framed thereunder and any amendments, modifications or statutory re-enactments thereof.
- ii. **“Board”** means the Board of Directors of LatentView, from time to time.
- iii. **“Company”** or **“LatentView”** means “Latent View Analytics Limited”.
- iv. **“Compensation Committee”** means the nomination and remuneration committee constituted by the Board vide Board Resolution dated 27<sup>th</sup> July 2021 which constitution may be amended from time to time, to administer and supervise the ESOP and other employee benefit plan/schemes, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
- v. **“Corporate Action”** means a change in the capital structure of the Company as a result of re-classification of Shares, sub-division of Shares, consolidation, issue of bonus Shares, conversion of Shares into other shares or Securities of the Company and any other change in the rights or obligations in respect of Shares, issue of shares on rights basis and any other form of equity share issuance.
- vi. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Compensation Committee for the Grant of Options to the Employees.
- vii. **“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 (*as defined hereunder*); or
  - c) an employee as defined in clauses (a) or (b) of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the companybut does not include-
  - a) an employee of the Company who is a promoter or a person belonging to the Promoter Group; or
  - b) a director of the Company 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.
- viii. **“Exercise”** means the act of making of an application by the eligible Employee of LatentView to

LatentView for issue of Shares against Options Vested in pursuance of the Plan.

- ix. **“Exercise Letter”** means a letter in form as per *Annexure 1* by which the Optionee Exercises his/her Vested Options.
- x. **“Exercise Notice”** means a notice in form as per *Annexure 2* given by the Compensation Committee calling upon the Optionee to Exercise the Options Vested within the time frame specified therein.
- xi. **“Exercise Period”** means the period mentioned in the Exercise Notice within which the Employee can Exercise his/her right to apply for the Shares against the Option Vested in him in pursuance of the Plan failing which, the Options so Vested shall lapse.
- xii. **“Exercise Price”** shall mean the price, payable by an Employee for exercising the Option granted to him in pursuance of the Plan.
- xiii. **“Grant”** means the act of issuing Options to the Employees under the Plan.
- xiv. **“Independent Director”** shall have the same meaning assigned to it under the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
- xv. **“Initial Public Offer”** of **“IPO”** shall have the same meaning assigned to it under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- xvi. **“Option”** means the option given to an 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 pre-determined price on fulfillment of certain predetermined conditions.
- xvii. **“Optionee”** means the holder of an outstanding Option granted pursuant to the Plan.
- xviii. **“Permanent Disability”** means the permanent disability of the Optionee to perform all of his or her material duties in the day to day operations of the Company by reason of physical or mental impairment as determined by the Compensation Committee on the basis of such medical evidence as the Compensation Committee deems warranted under the circumstances.
- xix. **“Plan”** means “Employee Stock Option Plan 2016” for Employees, as amended from time to time.
- xx. **“Promoter”** shall have the meaning ascribed to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- xxi. **“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.
- xxii. **“Recognised Stock Exchange”** means a stock exchange which has been granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956
- xxiii. **“Relative”** shall have the meaning ascribed to the term under Section 2(77) of the Act.
- xxiv. **“SEBI Regulations”** shall mean such notifications, circulars, directions and regulations as intimated by Securities Exchange Board of India from time to time, as applicable to LatentView including the SEBI Regulations 2021.

- xxv. “**SEBI Regulations 2021**” shall mean means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and re-enacted from time to time, and includes any clarifications or circulars issued thereunder.
- xxvi. “**Securities**” means securities as defined in section 2(h) of the Securities Contracts (Regulation) Act, 1956.
- xxvii. “**Share**” means equity shares of LatentView, issued from time to time.
- xxviii. “**Vesting**” means the process by which the Option granted to the Employee in pursuance of the Plan vests in him/her giving the right to apply for Shares subject to receipt of Exercise Notice as per the Plan.
- xxix. “**Vesting Period**” means the period as mentioned in the notice of Grant, during which the vesting of the Option granted to the Employee in pursuance of the Plan takes place.

### **3. INTERPRETATION**

Except where the context requires otherwise, this ESOP will be interpreted as follows:

- i. in this Plan headings are for convenience only and shall not affect the interpretation hereof.
- ii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
- iii. words importing the singular shall include plural and vice versa.
- iv. reference to Clauses, Articles, Annexures are to clauses, articles, annexures of this Plan.
- v. words denoting one gender include the other gender.
- vi. any reference in this Plan to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Plan.

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

### **4. COMPENSATION COMMITTEE**

- i. A Compensation Committee shall be constituted by the Board of LatentView for administration and superintendence of the Plan.

However, if the prevailing circumstances so warrant, the Company may, change the mode of implementation of the Plan 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 Employees.

- ii. The Compensation Committee may make such rules and regulations and establish such procedures for the administration of the Plan, as it deems appropriate, including the provisions as specified in Part B of Schedule I of the SEBI Regulations 2021.
- iii. The Compensation Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws and SEBI Regulations, as amended from time to time, including

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, as amended from time to time, by the Company and its Employees, as may be applicable.

## **5. FUNCTIONS OF THE COMPENSATION COMMITTEE**

- i. The Compensation Committee shall formulate the detailed terms and conditions of the Option as specified under the SEBI Regulations 2021 including but not limited to the following:
  - a. the Eligibility Criteria.
  - b. The Exercise Price from time to time.
  - c. The date of Grant for each or group of eligible Employees.
  - d. Selection of the eligible Employees, for the benefits of the Plan amongst the eligible Employees from time to time.
  - e. Finalizing the quantum of Options to be granted to each Employee for each such Option.
  - f. Determining the Vesting and Exercise Periods.
  - g. Procedure for Exercise after Vesting within Exercise Period.
  - h. The specified time period within which the eligible Employees shall Exercise the Vested Options in the event of termination or resignation
  - i. Approval of forms for use under the Plan.
  - j. Prescribe, amend and rescind rules and regulations of the Plan in accordance with the provisions of the Act and SEBI Regulations.
  - k. Clarify, interpret and advise on the terms of the Option.
  - l. Conditions under which Option Vested in Employee may vest in Employees and may lapse in case of termination of employment for misconduct
  - m. The right of an Employee to Exercise all the Options, vested in him at one time or at various points of time within the Exercise Period
  - n. 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. In this regard, the following shall, inter alia, be taken into consideration by the compensation committee:
    - i. 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;
    - ii. 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;

- o. The Grant, Vesting and Exercise of Options in case of eligible Employees who are on long leave.
- p. Procedure for funding the Exercise of Options.
- q. the procedure for buy-back of specified securities issued under the SEBI Regulations 2021, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
  - (i) permissible sources of financing for buy-back;
  - (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
  - (iii) 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

- r. The Compensation Committee shall have the right to issue Exercise Notice from time to time at its sole discretion, without prejudice to the interest of the Employees.
- s. Notwithstanding anything contained above, the Compensation Committee shall have power to alter, waive, modify, extend or change the Vesting and/or Exercise Period at its sole discretion, without prejudice to the interest of the Employees.
- ii. The Compensation Committee shall have the right to exclude anyone from the list of eligible Employees, from being identified for the benefits of the Plan.
- iii. The Compensation Committee shall have the right to determine the number of Options that may be granted to each eligible Employee and an Employee may be entitled to receive Options under more than one category.
- iv. The Compensation Committee shall discharge those function(s) guided by the principles of fairness, impartiality and natural justice, in the best interests of the Company.
- v. The decisions, determinations, interpretations of the Compensation Committee shall be final and binding on all Employees and are not subject to review or appeal at the request/demand of Employees.
- vi. The Compensation Committee shall ensure that no Option shall be offered unless the disclosures, as specified in the SEBI Regulations 2021, are made by the company to the prospective Optionees.

## **6. QUANTUM OF ESOP**

- i. The maximum number of Options that can be granted to eligible Employees shall not exceed 2,52,00,000 which shall be convertible into equal number of Equity Shares:

However, subject to clause 6 (v), no Employee shall be granted in excess of 42,00,000 Options under this Plan.

- ii. The Board will allot Shares, pursuant to Exercise of Option by an Employee within the Exercise Period under the Plan, in compliance with the provisions of the Act and applicable laws.
- iii. The quantum of total number of Options, the number of Options per Employee and the Exercise Price of the Option may be suitably adjusted based on fair and reasonable grounds in case of rights, bonus or any other Corporate Actions including consolidation or split.
- iv. In case of an Option stated in Clause 6(i) expiring or becoming in- exercisable for reasons of non-fulfilment of conditions for Vesting of Options under this Plan or notice of Grant, such Options shall be available for future grant or sale under Plan unless the Plan has been terminated. It is hereby clarified that any of the Options mentioned in Clause 6(i) that have lapsed in accordance with this Plan shall be available for re-issuance as per this Plan.
- v. The maximum number of Options to be issued per Employee will be decided by the Compensation Committee, provided that where the number of Options being granted exceed the thresholds specified in the SEBI Regulations (*as set forth in Clause 11(v) herein*), prior approval of the shareholders of the Company shall be duly obtained for such grant / issue.

## **7. PRICING FORMULA**

- i. The Exercise Price is the price at which such Shares are offered for purchase by the eligible Employees. The Compensation Committee shall be free to determine the Exercise Price subject to conforming to the accounting policies specified in Regulation 15 of the SEBI Regulations 2021.
- ii. Further to accounting policies referred under Regulation 15 of the SEBI Regulations 2021, the Company shall ensure that of the Exercise Price shall at all times be in compliance with the Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 including any 'Guidance Note on Accounting for employee share-based Payments' (Guidance Note) issued in that regard from time to time,.
- iii. The Company may reprice the Options, which are not Exercised, whether or not they have been Vested, if the Plan is rendered unattractive due to fall in the price of the shares in the stock market:

Provided that the Company ensures that such repricing shall not be detrimental to the interests of the Employees and approval of the shareholders by a special resolution has been obtained for such repricing.

## **8. APPROVAL OF THE PLAN**

- i. The Plan can be offered to eligible Employees of the Company only if the Board of the Company approves the Plan by passing a resolution in a Board Meeting, subject to the approval of the shareholders by passing a special resolution in a general meeting of the Company in accordance with the provisions of the Act and the SEBI Regulations 2021.
- ii. The approval of shareholders by way of a separate resolution as per the provisions of the Act and the SEBI Regulations will be obtained by the Company in case Options have to be granted to eligible

Employees of a subsidiary or holding company or if grant of option to identified Employees, during any one year, is equal to or exceeding one percent of the issued capital (excluding outstanding warrants and conversions) of the company at the time of Grant of Option.

## **9. EMPLOYEES ENTITLED TO PARTICIPATE IN THE PLAN**

- i. The Compensation Committee will study and assess the Employees who would be entitled to participate in the Plan, based on the guidelines and assessment formulated as part of the Plan from time to time and selects the eligible Employees for the benefit of the Plan.
- ii. The Compensation Committee may on the basis of all or any of the following criteria, decide on the Employees / Grantees who are eligible for the grant / vesting of Options under the Plan and the terms and conditions thereof:
  - a) Loyalty: It will be determined on the basis of tenure of employment of an Employee / Grantee in the Company.
  - b) Performance of Employee during the financial year on the basis of the parameters decided by the Board.
  - c) Performance of Company: Performance of the Company as per the standards set by the Board.
  - d) Any other criteria as decided by the Committee in consultation with Board from time to time.
- iii. The Plan shall be applicable to the Company, its subsidiaries and any successor company thereof and may be granted to the Employees of the Company and its subsidiaries, as determined by the Compensation Committee at its sole discretion.

## **10. BASIS OF SELECTION BY THE COMPENSATION COMMITTEE**

- i. Basis of selection out of eligible Employees shall be as per the guidelines framed and approved by the Compensation Committee from time to time.
- ii. The factors including but not limited to the following would be considered for assessment of Employees for selection:
  - a. Performance
  - b. Organizational Development
  - c. Customer Satisfaction
- iii. The Compensation Committee shall have power to add or delete the factors from time to time as its sole discretion.
- iv. The weightage to the factors mentioned in clause ii and any addition or deletion to the list of factors shall be decided by the Compensation Committee initially and shall be reviewed periodically for implementation by the Board.
- v. The Compensation Committee shall also determine the minimum scoring that an Employee in each category has to score to be considered for the benefits of the Plan.
- vi. The Compensation Committee reserves the right to factor different parameters and different weightages for different categories of the Employees.

- vii. The Compensation Committee shall determine the quantum of Options to be Granted/Vested to the eligible Employees, the Vesting Period and conditions of Vesting, on the basis of identified parameters and in terms of the scoring to the eligible Employees in the assessment.
- viii. The Compensation Committee can also identify Employees for awards for exceptional performance and/or contribution for the organizational growth for consideration under this Plan.
- ix. The Compensation Committee can also select new Employees joining the Company for the benefits under the Plan.

## **11. GRANT OF OPTIONS AND VESTING**

- i. The Compensation Committee may, on such dates it shall determine, grant to eligible Employees, such Options of LatentView on such terms and conditions as it may decide and for the consideration as per the Plan.
- ii. It is clarified that the date of Grant of an Option, shall, for all purposes, be the date on which the Compensation Committee makes the determinations of granting such Option, or such other date as is determined by the Compensation Committee. Notice of determination shall be given to each Employee to whom an Option is so granted within 15 (Fifteen) days after the date of Grant. It is also clarified that, for accounting purposes, the date of Grant will be determined in accordance with applicable accounting standards.
- iii. The notice of Grant shall indicate the Options granted, name of the Employee who was granted the Options, Exercise Price per share, Vesting Period, term of Option, and disclosures as indicated in Part G of Schedule I of the SEBI Regulations 2021 etc.
- iv. The Optionee shall within 30 (Thirty) days of receiving the notice of Grant counter-sign the notice for acceptance of the terms of Grant.
- v. Subject to clause 5(i) of this Plan, no Employee shall be granted Options to purchase more than or equal to 1% of the Issued Share Capital of the Company (excluding outstanding warrants and conversions), at the time of Grant of Option, during any one year unless a separate resolution is passed as per clause 8 of this Plan in accordance with the Companies (Share Capital and Debentures) Rules, 2014 made under the Act and the SEBI Regulations.
- vi. Notwithstanding anything contained herein, in accordance with Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, the grant of Options to Employees shall always be subject to the condition that the total holding on repatriation basis by any individual Non-Resident Indian (“NRI”) or Overseas Citizen of India (“OCI”) shall not exceed 5% (five percent) of the total paid-up equity capital on a fully diluted basis or shall not exceed 5 (five percent) of the paid-up value of each series of debentures or preference shares or share warrants issued by the Company and the total holdings of all NRIs and OCIs put together shall not exceed 10% (ten percent) of the total paid-up equity capital on a fully diluted basis or shall not exceed ten percent of the paid-up value of each series of debentures or preference shares or share warrants.

Provided however that the aggregate ceiling of 10% (ten percent) may be raised to 24% (twenty-four percent) if a special resolution to that effect is passed by the Shareholders of the Company.

- vii. There shall be a minimum period of one year between the Grant of Options and Vesting of Option. Provided that in a case where options are granted by the Company under this Plan in lieu of options

held by an Employee under an Employees Stock Option Scheme in another company, which has merged, demerged, arranged or amalgamated with the Company, the period during which the options granted by the transferor company were held by such Employee shall be adjusted against the minimum vesting period required under this clause.

However, in the event of death or permanent incapacity of an Employee, the minimum Vesting Period of 1 (one) year shall not be applicable and in such instances, the Options shall Vest in terms of Clause 17 (ii) of this Plan, on the date of the death or permanent incapacity.

- viii. The Vesting Period shall be as determined by the Compensation Committee for each of the eligible Employee. Provided that the maximum period within which the Options shall vest will be 10 years from the date of Grant of Options under this Plan. Notwithstanding anything contained in this clause, the Compensation Committee may at its sole discretion accelerate, advance or postpone any or all Vesting under this Plan within the maximum period mentioned in this sub-clause.

## **12. RIGHTS OF THE OPTION-HOLDER**

- i. The Vesting conditions and Vesting Period for different Options for different classes of eligible Employees shall be determined by the Compensation Committee under Clause 9 and Clause 10 of this Plan.
- ii. An Employee shall not have the right to receive any dividend or to vote or in any manner enjoy the benefits available to a shareholder in respect of an Option Granted to such Employee, till the Shares are issued on Exercise of the Option.

## **13. NON-TRANSFERABILITY OF OPTION**

- i. Options Granted/Vested to an Employee shall not be transferable to any person.
- ii. Save as otherwise provided in this Plan, no person other than the Employee to whom the Option is granted shall be entitled to Exercise the Option under the Plan.

Provided that, subject to applicable laws, 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 this Plan and such amount shall be adjusted against the sale proceeds of some or all the shares of such Employee.

- iii. The Option Granted/Vested to the Employee shall not be pledged hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.

## **14. EXERCISE OF OPTION**

- i. The Compensation Committee will issue an Exercise Notice calling upon such Optionee to Exercise such Vested Options within the Exercise Period stipulated therein.
- ii. The Optionee may Exercise not more than such number of Options within such period as may be specified in the Exercise Notice by submitting a signed Exercise Letter in the format set out in **Annexure 1** of this Plan. It is clarified that Exercise of Options cannot be for a fraction of a Share.

- iii. Employees may at their discretion, opt for Exercise after the receipt of Exercise Notice, but within the Exercise Period of all or part of the Options granted to him/her. However, the Vested Options for which Exercise Notice has been issued but not Exercised by such Employee, would lapse and such un-Exercised Options would be available for re-issuance in accordance with the Plan.
- iv. Employees who do not wish to avail Shares under this Plan may opt out of the Plan any time before expiration of the Exercise Period and surrender the Options to LatentView for cancellation. Such Options will be available for re-issuance under the Plan.
- v. The mode of payment can be (i) cash (ii) cheque (iii) Demand Draft (iv) Electronic transfer of funds or (v) any combination of them.
- vi. The amount, if any, paid by the employees, at the time of grant of Option, Vesting or Exercise of Options, at the discretion of the Compensation Committee:
  - (a) may be forfeited by the company if the option is not exercised by the employees within the Exercise Period; or
  - (b) the amount may be refunded to the employees if the options are not vested due to non-fulfillment of conditions relating to vesting of option as per the Plan.

## **15. LISTING OF THE SHARES**

- i. Subject to the approval of the Recognised Stock Exchanges, the Shares issued and allotted on Exercise of the Options shall be listed on all the Recognised Stock Exchanges on which the Shares of the Company are listed or proposed to be additionally listed. For listing of Shares issued pursuant to this Plan, the Company shall obtain in-principle approval of the Recognised Stock Exchanges where it proposes to list the said Shares prior to the grant of Options. The Shares shall be listed subject to the following conditions:
  - a) The Plan is in compliance with the SEBI Regulations 2021
  - b) A statement as specified under in Part D of Schedule-I of the SEBI Regulations 2021, is filed and the Company obtains an in-principle approval from the Recognised Stock Exchanges;
  - c) As and when an Exercise is made, the Company shall notify the concerned Recognised Stock Exchanges as per the statement as specified in Part E of Schedule I of the SEBI Regulations 2021.
- ii. The Shares arising after the Initial Public Offering (“IPO”), out of Options granted under the Plan prior to its IPO to the Employees shall be listed immediately upon exercise on all the Recognised Stock Exchanges where the Shares of the Company are listed subject to compliance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the applicable SEBI Regulations 2021.

## **16. CORPORATE ACTION**

- i. Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Compensation 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.
- ii. If there is a ‘Corporate Action’ of the Company before the Options granted under this Plan are exercised, the Employee 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 Corporate Action had taken place and the rights under the Options shall stand correspondingly adjusted.

- iii. In the event of a Bonus Issue, sub-division or consolidation of capital, the Compensation Committee, subject to the provisions of applicable laws, shall make fair and reasonable adjustments under the Plan, as it deems fit, with respect to the number of options, exercise price, distribution of sums 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. For any other corporate action not mentioned above the treatment of vested as well unvested options, shall be decided by the Compensation Committee and the decision of the committee will be final and binding.

Provided however that any adjustments made by the Compensation Committee as specified above shall be subject to the condition that total value to the Optionee shall remain the same after the Corporate Action.

## **17. TERMINATION**

- i. In case an Employee suffers a permanent incapacity while in employment, all the options granted to such Employee as on the date of permanent incapacitation, shall vest in him/her on that day and such Vested Options can be Exercised in accordance with the Plan.
- ii. In the event of the death of Employee while in employment, all the options granted to him/her till his/her death shall vest, with effect from the date of his/her death in the legal heirs or nominees of the deceased Employee as the case may be.
- iii. In the event of resignation or termination of employment all options not Vested in the Employee as on that day shall expire/lapse. The employee can Exercise the Vested Options in accordance with the Plan. However, in the event of termination of employment owing to misconduct, non-performance, etc. all Vested options of such Employee as on day shall expire/lapse and such lapsed Options will be available for re-issuance in accordance with this Plan.

Provided that the cessation of employment due to retirement or superannuation shall not be covered by this sub-clause, and such Options Granted to an Employee would continue to Vest in accordance with the respective Vesting schedules even after retirement or superannuation in accordance with the Company's policies and the applicable law.

- iv. In the event that an Employee who has been granted benefits under the Plan is transferred or deputed to an associate company prior to vesting or Exercise, the vesting and Exercise as per the Plan shall continue in case of such transferred or deputed Employee even after the transfer or deputation.
- v. The Options that lapse pursuant to this clause shall be available for re-issuance under this Plan.
- vi. In the event that an Employee who has been granted Options under a scheme, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company i.e. 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 Employee.

## **18. CONSEQUENCES OF NON-VESTING AND NON-EXERCISE OF OPTION GRANTED**

- i. The amount paid by the Employee, if any, at the time of Grant of Option, may be refunded to the Employee if the Options are not Vested due to non-fulfillment of condition(s) relating to Vesting of Option as per the Plan at the sole discretion of the Compensation Committee.
- ii. If an Employee fails to exercise any Options Granted within the period specified in the Exercise Notice, such un-exercised Options shall lapse.

## **19. SHARES AFTER EXERCISE**

- iii. After completion of the Exercise process, Shares will be issued in the name of the concerned Employee, after completion of the required formalities as required under the Act, SEBI Regulations and other applicable laws.
- iv. The Shares issued to an Employee pursuant to the Plan shall be the absolute property of the Employee and will be held by the Employee.
- v. As a registered shareholder, the Employee will be entitled to all the benefits, which may accrue to him such as dividends, bonus, rights, etc.
- vi. The Shares arising on Exercise shall rank *pari-passu* with all other Shares of LatentView for the time being from the date of allotment.

## **20. TAX LIABILITY**

- i. Any tax liability on account of Grant of Options / Vesting / Exercise of Options / allotment of Shares / transfer of Shares shall be that of the Employee alone. If any tax is to be withheld by the Company, the Company shall be entitled to ask the employee to deposit the tax amount simultaneously with the exercise of the Option. At the Company's discretion and subject to applicable laws, the amount required to be withheld may be withheld in cash from the Employee's remuneration or in kind from the Shares deliverable to the Employee upon exercise of the Option.
- ii. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate the Employee's liability for Tax-Related Items.

## **21. CONTRACT OF EMPLOYMENT**

- i. This Plan shall not form part of any contract of employment between LatentView and the Employee. The rights and obligations of any individual under the contract of employment shall not be affected by his participation in this Plan or any right, which he may have to participate in it.
- ii. Nothing in this Plan shall afford any Employee any additional right(s) as to compensation or damages in consequence of the termination of such office or employment for any reason.
- iii. The Plan shall not confer any Employee any legal or equitable right against LatentView either directly or indirectly or give rise to any cause of action in law or equity against LatentView.

- iv. Nothing in the Plan shall confer upon the Optionee any right of continued employment, nor shall it interfere with or otherwise restrict in any way the rights of the Company (or any holding or subsidiary company employing or retaining such person) to terminate such person's employment at any time for any reason, with or without cause.

## 22. GOVERNMENT REGULATIONS

- i. This Plan shall be governed by the laws and regulations of India for the time being in force. The courts in Chennai, India shall have exclusive jurisdiction to adjudicate on any matters arising out of or in connection with this Plan.
- ii. The administration of this Plan is subject to all laws, rules, regulations, guidelines and to such approvals from any governmental agencies as may be applicable. In case of any contradiction between the provisions of this Plan and any provisions, rules, regulations, guidelines issued by any governmental agencies, the provisions of such applicable law shall override the provisions of this Plan.
- iii. The Employees who are granted Shares under the Plan shall comply with the requirements of law applicable to them.

## 23. EXCULPATION AND INDEMNIFICATION

To the maximum extent permitted by law, the Company shall indemnify and hold harmless the members of the Board and the members of the Compensation Committee from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of such person's duties, responsibilities and obligations under the Plan, other than such liabilities, costs and expenses as may result from the gross negligence, bad faith, willful misconduct or criminal acts of such persons.

## 24. CAPTIONS

The use of captions in this Plan is for convenience and is not intended to provide substantive rights.

## 25. GENERAL RISKS

- i. LatentView does not guarantee any return on the equity investment made by Employees as part of the Plan. Any loss due to fluctuations in Share Prices due to various factors including the shortfall in business and the risks associated with the investments are that of Employee alone.
- ii. Participation in the Plan shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Optionee / Employee alone.
- iii. In addition, Options are subject to the following additional risks:
  - a) **Concentration:** The risk arising out of any fall in value of Equity Shares is aggravated if the Employee's holding is concentrated in the Equity Shares of a single Company.
  - b) **Leverage:** Any change in the value of the Equity Share can lead to a significantly larger change in the value of the Options.
  - c) **Illiquidity:** The Options cannot be transferred to anybody and therefore the Employees
  - d) cannot mitigate their risks by selling the whole or part of their benefits before they are exercised.

- e) **Vesting:** The Options will lapse if the employment is terminated prior to vesting. Even after the Options are vested, the unexercised Options may be forfeited if the Employee is terminated for gross misconduct.
- iv. The existence of the Plan and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders of the Company to make or authorise any change in the 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 or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Grant made under the Plan. No Employee or other person shall have any claim against the Company as a result of such action.
- v. Nothing contained in the Plan shall be construed to prevent the Company directly or through any trust settled by any Company, from implementing any other new scheme for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the Plan or any Grant made under the Plan. No Employee or other person shall have any claim against the Company and/or trust as a result of such action.

## 26. MODIFICATION OF PLAN

- i. The Company may by special resolution of its Shareholders vary the terms of the schemes offered pursuant to an earlier resolution of the Shareholders but not yet exercised by the Employees, if such variation is not prejudicial to the interests of the Employees.
- ii. Subject to applicable law and the approval of Shareholders, the Compensation Committee may, at any time:
  - a) Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Plan or all or any of the rights and obligations of the Optionee / Employee;
  - b) Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the specific Optionee / Employee or class or category of Optionee / Employee.
  - c) Each of such sets of special terms and conditions shall be restricted in its application to those specific Optionee / Employee or class or category of such Optionee / Employee.
  - d) Any amendment, variation or modification under the Plan shall not be prejudicial to the interest of the Optionee / Employee of the Company.
- iii. Any change, amendment, etc. under this clause shall be subject to obtaining of approvals from concerned authorities and so long as otherwise such change, etc. is in accordance with the statutory provisions, guidelines, etc.
- iv. Notwithstanding the provisions of this Plan, the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by special resolution.

## 27. MISCELLANEOUS

- i. Government Regulations: This Plan shall be subject to all applicable laws, and approvals from government authorities. The grant and the allotment of Shares under this Plan shall also be subject to the Company requiring Employees to comply with all applicable laws.
- ii. Inability to obtain authority: The inability of the Company to obtain authority from any regulatory

body having jurisdiction over the Company, or under any applicable laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue or sell such Shares. Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.

- iii. **Accounting and Disclosures:** The Company shall follow the requirements including the disclosure requirements of the Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 including any 'Guidance Note on Accounting for employee share-based Payments' issued in that regard from time to time.
- iv. **Nomination:** An Optionee shall nominate a person as his/her nominee. The nominee in case of death or Permanent Incapacity of the Optionee shall be the legal representative recognized by the Company as the inheritor of the Optionee in respect of all rights and liabilities for the purposes of this Plan.
- v. **Confidentiality:** Notwithstanding anything contained in this Plan, the Optionee / Employee shall not divulge the details of the Plan and/or his / her holdings to any person except with the prior written permission of the Compensation Committee unless so required to do under the applicable laws or any statutes or regulations applicable to such Optionee / Employee.

## ANNEXURE I - EXERCISE LETTER

From

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To

The Compensation Committee,  
Latent View Analytics Limited,

.....  
.....

Sir,

Sub.: Exercise of Option under Employee Stock Option Plan – 2016 (“**Plan**”). Ref.: Your Exercise Notice dated .....

I ....., S/o ....., through this Exercise Letter, hereby Exercise ..... (.....) Options for receiving equity Shares of Re./-\* each per Option, as stipulated in the above-referred Exercise Notice. Kindly issue the share certificate in my favour at the earliest.

I enclose a cheque dated..... bearing no.....drawn on ..... for Rs...../-. Or the amount of Rs.\_has been wired into the bank account as per the Exercise Notice\*\*.

Thanking You, Yours truly,

(<employee>)

\*Exercise Price mentioned in the notice of Grant to be mentioned here.

\*\* The amount shall include Exercise Price plus the tax amount.

## ANNEXURE II - EXERCISE NOTICE

From  
The Nomination and Remuneration Committee,  
Latent View Analytics Limited,

.....  
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To

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.....  
.....

Dear .....,

**Sub.:** Authorisation of Exercise of Option under Employee Stock Option Plan - 2016

**Ref.:** Notice of Grant dated .....

We hereby authorise you to Exercise number of Options Vested as per the notice of Grant issued to you under the Employee Stock Option Plan - 2016. We hereby enclose an Exercise Letter for exercising your Option. Please forward to the Compensation Committee the duly filled Exercise Letter along with a cheque for Rs...../- in favour of Latent View Analytics Limited towards ..... equity shares plus tax amount. In the event the Exercise Letter is not sent within 30 days from the date hereof, then then such

Vested un-Exercised Options would lapse.

Thanking You. Yours truly,

For **Latent View Analytics Limited**,

**[Insert name] [Insert designation]**