

**KFin Technologies Private Limited – ('KFin')**  
**KFin Employee Stock Option Plan 2020 - Scheme B**

KFIN TECHNOLOGIES PRIVATE LIMITED – ('KFIN')  
KFIN EMPLOYEE STOCK OPTION PLAN 2020– SCHEME B

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## **1 Name of the Scheme**

- 1.1 This Scheme shall be termed as KFin Employees Stock Option Plan 2020 - Scheme B (“Scheme -B”) and has been notified under Clause 4 of the KFin Employee Stock Option Plan 2020 (“Plan”). The said Scheme - B has been notified by the Nomination and Remuneration Committee (“Committee”) and the Board on **12th August 2019**. This Scheme - B shall be effective from **8th August 2019** (hereinafter referred to as the “Effective date”).

The Scheme-B has been renamed by a special resolution passed at the 14<sup>th</sup> Extraordinary General Meeting of the Company on Tuesday, 20<sup>th</sup> October, 2020.

Amendments to Scheme-B have been notified by the Committee on **28<sup>th</sup> October 2021** and the Board on **01<sup>st</sup> November 2021**. These amendments shall be in effect from Effective date i.e. **8th August 2019**.

## **2 Interpretation**

Unless the context otherwise requires, terms used in this Scheme – B shall have the same meaning that is defined for such terms under the Plan. Similarly, the construction and interpretation principles contained in the Plan shall also apply to Scheme – B.

- 2.1 “EBITDA” shall mean the consolidated operating income of the Group, before interest (whether income or expense), non-operating income (e.g. dividends or gains from sale of investments whether in mutual funds or otherwise, sale of assets & scrap and other miscellaneous income not related to the operations of the group), tax, depreciation and amortization of the Group including such earnings accrued on mergers and acquisitions but excluding exceptional items and related gains or losses.
- 2.2 “Exercise Price” shall mean the purchase price of each Share payable by the Participant for exercising the Vested Units granted to the Participant in pursuance of the Scheme, as per Clause 7 below and shall be communicated in the Grant Letter.
- 2.3 “Exercise Period” shall mean, in the event of an IPO or a Liquidity Event, a period of 7 years from the date of listing of Shares on the stock exchange for Continuing Employee or Deceased Employee and a period of 3 years from the date of listing of Shares on the stock exchange for Ex-Employees, unless the Board/ Committee decides otherwise. For the purpose of this clause, a Liquidity Event means a primary/ secondary transaction of INR [375] Crore or higher.
- 2.4 “Scheme B Valuation Milestone” shall mean a scenario in which the Company’s equity shares are of INR [387.90] or higher (subject to adjustments for any corporate events), either through (a) in case of the Company’s shares being publically listed, the Volume Weighted Average Price over a [30 ] day period or (b) in case of a primary/ secondary transaction of INR [375] Crore or higher.

## **3 Eligibility**

The Scheme – B shall cover the Employees who were in employment with the Group as on the date of the Grant as approved by the Committee (the “Eligible Employees”).

## **4 Grant of Units**

The Company/ Committee may at its discretion grant the Units to the identified Eligible Employees in accordance with the terms and conditions of Scheme – B notified under the Plan for the time being in force.

## **5 Method of acceptance**

- 5.1 Any Grantee who wishes to accept the Grant made pursuant to Clause 4 above, must deliver an Acceptance Form, prescribed by the Committee from time to time, duly completed as required therein to the Committee on or before the Closing Date stated in the Grant Letter.
- 5.2 Any Grantee who fails to return the Acceptance Form on or before the Closing Date shall, unless the Committee/ the Board/ the Company determines otherwise, be deemed to have rejected the Grant. Any Acceptance Form received after the Closing Date shall not be valid.

## **6 Vesting of Units**

- 6.1 Subject to the continued employment of the Participant and Clauses 12.14 and 14 of the Plan, the Un-vested Units shall vest with the Participant as per vesting schedule below:

**Performance Linked Equity Shares**

Sr. No.	Vesting Criteria	Units / Additional Units to be vested
(a)	If EBITDA crosses INR 210 Crore in any financial year between 2020-21 to 2022-23 based on the audited consolidated financial statements of the Group subject to elapse of a minimum of 12 (twelve) months from the date of Grant	<b>50 (fifty) %</b> of the total number of Units granted under this Scheme
(b)	If EBITDA crosses INR 275 Crore in any financial year between 2020-21 to 2022-23 based on the audited consolidated financial statements of the Group subject to elapse of a minimum of 12 (twelve) months from the date of Grant	<b>100 (one hundred) %</b> of the total number of Units granted under this Scheme as reduced by the Units vested, if any, under conditions stipulated in (a) above in this table
(c)	In the event right to subscribe to all or any portion of the Performance Linked Equity Shares have not vested as a result of the non-fulfilment of the conditions stipulated in (a) and / or (b) above and there is achievement of the Valuation Milestone, subject to elapse of a minimum of 12 (twelve) months from the date of Grant	<b>100 (one hundred) %</b> of the total number of Units granted under this Scheme as reduced by the Units vested, if any, under conditions stipulated in (a) and (b) above in this table

- 6.2 Upon Vesting, the Vested Units shall be exercisable in accordance with the Clause 12.13 and Clause 12.14 of the Plan.

**7 Exercise Price**

- 7.1 The Committee shall have the power to determine the Exercise Price and in doing so the Committee may make reference to the Independent Valuer or adopt any other generally acceptable methods of valuation.
- 7.2 The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Units. The payment shall be made by one of the methods specified in Clause 12.8 of the Plan.

**8 Exercise of Units**

- 8.1 The Participant can exercise the Vested Units within the Exercise Period as defined under the Clause 2.3 above.
- 8.2 Any Vested Units not exercised within this aforesaid period shall automatically lapse at the end of the aforesaid period and the contract referred to in Clause 9.3 of the Plan shall stand automatically terminated without any surviving right/ liability for any party.

**9 Duration of the Scheme**

This Scheme shall continue in effect unless terminated by the Company/ the Committee.

**10 Conflict**

In case there is a conflict between the terms of this Scheme and the terms of the Plan, then for the purposes of this Scheme, the terms of this Scheme shall prevail, unless specifically provided otherwise in the Plan.