

KFin Technologies Limited – ('KFin')

(Formerly known as KFin Technologies Private Limited)

KFin Employee Stock Option Plan 2020 - Scheme G

KFIN TECHNOLOGIES LIMITED – ('KFIN')

KFIN EMPLOYEE STOCK OPTION PLAN 2020– SCHEME G

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1 Name of the Scheme

- 1.1 This Scheme shall be termed as KFin Employees Stock Option Plan 2020 - Scheme G (“Scheme -G”) and has been notified under Clause 4 of the KFin Employee Stock Option Plan 2020 (“Plan”). The said Scheme - G has been notified by the Nomination and Remuneration Committee (“Committee”) on March 08, 2022 and the Board on March 11,2022. This Scheme - G shall be exclusively for the employees of Hexagram and shall be effective from March 11,2022 (hereinafter referred to as the “Effective date”).

2 Interpretation

Unless the context otherwise requires, terms used in this Scheme – G 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 – G.

- 2.1 “Audited Revenue” shall mean the audited consolidated revenue from operations of Hexagram Fintech Private Limited (“Hexagram”) for the financial year ending on March 31, 2023 and verified in the manner as set out in the Share Purchase Agreement. It is clarified that the Audited Revenue shall be strictly as certified by the auditor of Hexagram and as approved by the board of Hexagram, and the decision of the board of Hexagram shall be final and binding on all Participants.
- 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, 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..
- 2.4 “FY” shall mean Fiscal Year beginning from 1st April of the respective calendar year and end on March 31st of the subsequent calendar year.
- 2.5 “Share Purchase Agreement” shall mean the share purchase agreement dated December 31, 2021 amongst KFin Technologies Limited, Hexagram, M.S. Chandrasekhar, Ravi Seshadri, A.K. Sridhar, Ravindranath Group and Arun Group.
- 2.6 “Target Revenue” shall mean INR 250 million.
- 2.7 “Target Revenue Achievement Factor” shall mean Audited Revenue expressed as a proportion of Target Revenue. For example and as a way of illustration only,
- (i) if the Audited Revenue is INR 50 million, the Target Revenue Achievement Factor shall be 20% (i.e. INR 50 million divided by INR 250 million)
 - (ii) if the Audited Revenue is INR 100 million, the Target Revenue Achievement Factor shall be 40% (i.e. INR 100 million divided by INR 250 million)
 - (iii) if the Audited Revenue is INR 150 million, the Target Revenue Achievement Factor shall be 60% (i.e. INR 150 million divided by INR 250 million)
 - (iv) if the Audited Revenue is INR 200 million, the Target Revenue Achievement Factor shall be 80% (i.e. INR 200 million divided by INR 250 million)
 - (v) if the Audited Revenue is INR 250 million, the Target Revenue Achievement Factor shall be 100% (i.e. INR 250 million divided by INR 250 million).

It is clarified that Target Revenue Achievement Factor shall be a maximum of 100% and not exceed 100% in any scenario whatsoever, even if the Audited Revenue is higher than Target Revenue. The board of Hexagram shall approve the computation of Target Revenue Achievement Factor on or before June 30,

2023 based on the audit of Hexagram’s financial statements for FY23. In the event of merger of Hexagram with KFin or any other entity within the Group, the board of KFin shall solely decide and approve the manner in which the Target Revenue Achievement Factor will be calculated. Target Revenue Achievement Factor as computed and approved by the board of Hexagram or board of Kfin (as the case maybe) shall be final and binding on all Participants.

3 Eligibility

The Scheme – G shall cover the employees who were in employment with Hexagram as on the date of the Grant as approved by the Committee and who have been issued Grant Letter by KFin (the “**Eligible Employees**”).

4 Grant of Units

The Units shall be granted to the Eligible Employees by the Company / Committee / Board after the transfer of the 100% share capital of Hexagram to KFin Technologies Limited as set out under the Share Purchase Agreement and in accordance with the terms and conditions of Scheme – G 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 with Hexagram (or the Group) and Clauses 12.14 and 14 of the Plan, the Units granted under this scheme shall vest as per the conditions below:

(i) the maximum number of Units (from amongst Units granted under this Scheme-G) that shall vest (“**Maximum Vesting Units**”) shall be equal to the granted Units multiplied by Target Revenue Achievement Factor. It is clarified that Units granted under this Scheme-G other than the Maximum Vesting Units shall lapse and shall not vest under any scenario.

(ii) 100% (hundred percent) of the Maximum Vesting Units shall vest with the Participant on June 30, 2023 (“**Vesting Date**”).

(iii) Any further conditions in relation to the vesting of Units shall be as set out in the Participant’s respective employment agreement.

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.