

DIGIKORE STUDIOS

**DIGIKORE STUDIOS LIMTED
EMPLOYEES STOCK OPTION PLAN 2024
(DSL ESOP 2024)**

Registered office:
4th Floor, Lalwani Triumph, Sakore Nagar,
Viman Nagar, Pune -411014 MH IN
Website: www.digikorevfx.com

1. Introduction:

- I. This document sets out the salient features of the employees stock option scheme called "Employees Stock Option Scheme 2024" ("**ESOP- 2024**") of **DIGIKORE STUDIOS LIMITED**, a public limited company incorporated under the Companies Act, 2013, and having its registered office 4th Floor, Lalwani Triumph, Sakore Nagar, Viman Nagar, Pune -411014 MH IN.
- II. This Scheme has been formulated with the objective to enable the Company to Grant Options for equity shares of the Company to certain Employees, officers and directors of the Company eligible under this Scheme, to purchase the Shares from the Company at a pre-determined price.
- III. This Scheme will come into force on and from the date of its approval by shareholders in their meeting. All the Options granted under this Scheme shall continue to be governed by the provisions of this Scheme and the Grantees, or any persons acquiring rights (in accordance with this Scheme) from the Grantees, may exercise their rights on or before the expiration of the Exercise Period.
- IV. This Scheme has been formulated by the Board of Directors of the with respect to the provisions of applicable Laws as and when applicable.
- V. The Scheme was approved by the Board of Directors and the Shareholders of the Company on 21st February, 2024 and 27th March, 2024 respectively.
- VI. The Scheme shall be effective from 27th March, 2024, being the date of Shareholders' approval.

2. Term of the Scheme:

- 2.1** The Scheme shall continue in effect unless terminated by the Board of Directors or till the date on which all of the options available for issuance under the scheme have been granted and exercised or lapsed whichever is earlier.
- 2.2** Any such termination of the Scheme shall not affect Options already granted and such Options granted shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Grantee /Nominee / Legal Heirs and the Company.
- 2.3** the Board be and is hereby authorised at any time to modify, change, vary, alter, amend, suspend or terminate the Plan subject to consent of the shareholders by way of a special resolution to the extent required under the applicable laws including the SEBI SBEB Regulations.

3. Objectives:

The objectives of this scheme are as below:

- I. To promote the long-term financial interest in the Company by offering to eligible Employees of the Company an opportunity to participate in the share capital of the Company;
- II. To attract and retain high quality human talent in the employment of the Company by providing them the incentives and reward opportunities;
- III. To achieve sustained growth of the Company by aligning the interests of the Employees with the long term interests of the Company;
- IV. To create a sense of ownership among the Employees, officers and directors of the Company and provide them with wealth creation opportunities, while in employment of the Company; and
- V. To bring loyalty among the employees and directors of the Company by introducing the ownership factor and thereby bring improvement in individual and group performance.

4. Definitions and Interpretation:

- I. In this document, the following expressions, including their grammatical variations or cognate expressions shall, where the context so admits, have the following meaning:
 - a) '**Act**' means the Companies Act, 2013, for the time being in force and as amended from time to time;
 - b) '**Board / Board of Directors**' means the Board of Directors of the Company and where the context so requires includes the Board of Directors of its Holding Company and/or its Subsidiaries;
 - c) '**Company**' means Naapbooks Limited, having its registered office at Third Floor, Business Broadway Center above V-MART, Law Garden Ahmedabad- 380006 , its successors and assigns, and where the context so permits includes its Holding Company and/or its Subsidiary;
 - d) '**Chairman**' means the chairman of the Board of Directors of the Company.
 - e) '**Disability**' shall mean "Disability" as defined in any applicable agreement between the Grantee and the Company, or if there is no such agreement or Disability is not defined therein, then a Grantee's becoming physically or mentally incapacitated, as confirmed by the medical doctor of the Company, so that he is therefore reasonably expected to be unable to perform his duties for the Company;

- f) **'ESOP Shares'** means the shares allotted to a Grantee by the Company pursuant to the Exercise of option by the Grantee.
- g) **'Exercise'** in relation to Options means, the tendering by a Grantee, of a written application for the issue of Shares, pursuant to the Options vested in him under this Scheme, accompanied by the Exercise Price payable for the Shares;
- h) **'Exercise Period'** in relations to the Options means the period during which the Options can be exercised as per Clause of 13.3.
- i) **'Exercise Price'** means the pre-determined price per Share payable by the Grantee for exercising the Option granted to him in pursuance of this Scheme;
- j) **'Grant'** means, individually or collectively, issue of Options to eligible Employees under this Scheme;
- k) **'Grant Acceptance Period'** means the period within which the eligible Employee to whom the grant has been offered, has to convey his acceptance for the Grant;
- l) **'Grantee'** means an eligible Employee who has been granted Options and he has accepted the same; and where the context so permits, includes his legal heirs and/or designated nominee/beneficiary;
- m) **'Grant Date'** means the date on which the Options are granted to an eligible Employee pursuant to this Scheme;
- n) **'Holding Company'** means a Holding company as defined under the Act;
- o) **'IPO'** means Initial Public Offer of the Company's Shares resulting in listing of the Shares on any Recognized Stock Exchange;
- p) **'Option'** means a right but not an obligation granted to an eligible Employee to subscribe for Shares in pursuance of this Scheme at Exercise Price and upon such terms and conditions as may be specified;
- q) **'Promoter'** means:
 - I. The person or persons who are in over-all control of the company; and
 - II. the person or persons who are instrumental in the formation of the company;

Provided that a director or officer of the Company, if he is acting as such only in his professional capacity will not be deemed to be a promoter.

Explanation, Where a Promoter of a Company is a body corporate, the promoter of that body corporate shall also be deemed to be a promoter of the Company.

- r) **'Promoter Group'** means an immediate relative of the promoter (i.e., spouse of that person, or any parent, brother, sister or child of the person or of the spouse);
 - s) **'Recognized Stock Exchange'** means stock exchange in India recognized by Securities and Exchange Board of India or stock exchange(s) of the countries outside India recognized by similar regulatory authorities of that country;
 - t) **'Relative'** means immediate relative namely spouse, parent, brother, sister or child of the person or the spouse;
 - u) **'Share'** means equity share of the Company of the face value of Rs. 10/-each and the securities convertible into such equity shares;
 - v) **'Shareholders'** means the shareholders of the Company and where the context so requires includes the shareholders of its Holding Company and/or its Subsidiaries;
 - w) **'Subsidiary'** means a subsidiary company as defined under the Act;
 - x) **'Unvested Option'** means an Option in respect of which the relevant vesting conditions have not been satisfied and as such, the option grantee has not become eligible to exercise the option.
 - y) **'Vesting'** means the process by which the eligible Employee is given the right to apply for Shares of the Company against the Option granted to him in pursuance of this Scheme.
 - z) **'Vesting Date'** means the dates on which the Options vests in the Grantee as per the Vesting Schedule;
 - aa) **'Vesting Period'** means the period during which the Vesting of the Option granted to the Grantee takes place as per clause 12;
 - bb) **'Vesting Schedule'** means the schedule as specified in clause 12 as per which the Options will Vest in the Grantee;
- II. Except where the context requires otherwise, this Scheme will be interpreted as follows:
- a) In this Scheme headings are for convenience only and shall not affect the interpretation hereof.

- b) 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.
- c) Words importing singular shall include plural and vice versa.
- d) Reference to Clauses, Articles, and Annexures are to clauses, articles, and annexures of this Scheme.
- e) Words denoting one gender include the other gender.
- f) Any reference in this Scheme 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 Scheme.

5. Implementation:

This Scheme shall be implemented as per the broad parameters outlined herein by the Chairman in consultation with the any of the Director.

6. Effective Date:

This Scheme has been unanimously passed by the Board of Directors at its meeting held on 21st February, 2024 and as approved by the shareholders of the Company in their meeting held on 27th March, 2024. This Scheme has come into force on and from the date of approval of shareholders in their meeting.

7. Administration of this Scheme:

The ESOP 2024 shall be administered by the Nomination and Remuneration Committee. All questions of interpretation of the ESOP 2024 shall be determined by the Nomination and Remuneration Committee and such determination shall be final and binding upon all persons having an interest in the ESOP 2024.

Neither the Nomination and Remuneration Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the ESOP 2024.

The Nomination and Remuneration Committee shall in accordance with this Plan and Applicable Laws determine the following:

- a) The Eligibility Criteria for grant of Employee Stock Options to the Employees;
- b) The quantum of Employee Stock Options to be granted under the ESOP 2024 per Employee subject to ceiling specified in clause 9 and 10 of this scheme;
- c) Terms and conditions in respect of grant to, vest in and exercise of Options (including determining exercise period) by the Employees which may be different for different class / classes of the Employees falling in the same tranche of grant of the Options issued under ESOP 2024 and that Option would lapse on failure to exercise the Option within the Exercise Period;

- d) 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 as specified in Applicable Laws such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration:
- i. The number and Exercise Price of Options shall be adjusted in a manner such that total value of the Options in the hands of the Option Grantee remains the same after such Corporate Action; and
 - ii. The Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantees.
- e) Decide upon the right of an Employee to exercise all the Options vested in such Employee at one time or at various points of time within the Exercise Period;
- f) Mode of payment of the Exercise Price (cheque, demand draft, or any other mode);
- g) The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
- h) The procedure for Vesting in case of termination of employment or resignation, if required;
- i) the procedure for buy-back of the Options granted under the ESOP 2024 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 Options that the Company may buy-back in a financial year;
- j) the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and
- k) Approve forms, writings and / or agreements for use in pursuance of the ESOP 2024.

The Company has framed policies and procedures to ensure that there is no violation of securities laws, 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 by the Company, Subsidiary Company, and the Employees, as applicable. The Option Grantees shall adhere to such policies and procedures in respect to exercise of options under the Scheme.

8. Eligibility and Applicability:

In these Scheme, unless otherwise specified

8.1 Definition of "Employee(s)" as per SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021:

- I. an employee as designated by the company, who is exclusively working in India or outside India; or
- II. 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
- III. an employee as defined in sub-clauses(i) or (ii), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include-
 - a) an employee who is a promoter or a person belonging to the promoter group; or
 - b) a director who, either himself or through his relative or through anybody corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company.

8.2 Employees or categories of Employees as specified below subject to recommendation of the any two persons at the supervisory level of the Company, Management and final determination by the Nomination and Remuneration Committee are eligible for being granted Stock Options under ESOP 2024:

- a) Permanent employees of the Company
- b) Director of the Company, whether a managing Director or not (excluding an Independent Director); and
- c) Such other Employees, as may from time to time be allowed under Applicable Laws, as may be decided by the Nomination and Remuneration Committee.

8.3 Subject to above, the Eligibility Criteria of Employees would be determined on the basis of one or more of the following parameters:

- a) Tenure of the Employee;
- b) Performance of the Employee;
- c) Discipline and conduct followed by employee during the tenure his/her employment
- d) The present and potential contribution of the Employee to the growth of the Company;

8.4 The ESOP 2024 shall be applicable to the Company, and any successor company thereof.

8.5 The Options granted to an eligible Employee shall be subject to the terms and conditions set forth in this Scheme and the Grant Letter.

9 Total number of Options to be offered and granted:

Employee Stock Options exercisable into not more than 63,328 (Sixty Three Thousand Three Hundred and Twenty Eight Only) of the Company having face value of Rs. 10/- each would be available for being granted to eligible employees of the Company, under one or more Employee

Stock Option Scheme. One option would entitle the holders of options a right to apply for one equity share of face value of Rupees 10/- each of the company.

Vested options that lapse due to non-exercise or unvested options that get cancelled due to resignation of the employees or otherwise, would be available for being re-granted at a future date. The option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

10 Ceiling on number of Options per Employee:

No Employee shall be granted Options during anyone year, equal to or exceeding 1% of the issued capital of the Company (excluding outstanding warrants and conversions) at the time of Grant of such Options, except with the specific approval of the members of the Company, accorded in a general body meeting.

The aggregate number of Options that may be granted to identified Employees under ESOP 2024 shall be less than 1% of the paid-up equity share capital of the Company in any one year at the time of Grant, unless a separate specific approval from shareholders of the Company through special resolution is obtained for granting Options that are 1% or more of the paid-up equity share capital of the Company.

Approval of shareholders by way of a separate special resolution shall also be obtained by the Company for Grant of Options to Employees of Holding / Subsidiary / Associate / Group Company of the Company.

The Company reserves the right to increase or decrease the pool of the Scheme, as it deems fit, in accordance with the applicable laws.

11 Grant and Acceptance of Grant:

11.1 Grant of Options

Each Grant of Option under the ESOP 2024 shall be made in writing by the Company to the eligible Employees in the form of Grant Letter or such other form as may be approved under ESOP 2024 from time to time.

11.2 Acceptance of the Grant

- a) Grant of Options shall be evidenced by submission of Acceptance Form along with such enclosures, as the Nomination and Remuneration Committee shall from time to time determine. Such Acceptance Form shall be deemed to incorporate all the terms of ESOP 2024, as if the same were set out therein. In the event of inconsistency between the Acceptance Form and the ESOP 2024, the ESOP 2024 shall prevail.

- b) An Option Grantee who desires to accept the Grant of Options must communicate such acceptance by delivering to the Company a copy of the Acceptance Form duly signed by the Option Grantee by the due date as specified in the Grant Letter **being such a time period not exceeding 30 days from Grant Date.**

12 Vesting Schedule/ Conditions:

- 12.1 Options granted under ESOP 2024 would vest after expiry of minimum of 1 (one) year but not later than maximum of 4 (Four) years from the Grant Date of such Options.** The minimum Vesting Period of one year shall not apply to cases of separation from employment due to death or Permanent Disability.

Provided that in case where Options are granted by the Company under the Scheme in lieu of options held by a person under a similar plan/ scheme in another company (Transferor Company) which has merged or amalgamated with the Company, the period during which the options granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause in due compliance with the provisions of Applicable Laws.

- 12.2** The Vesting schedule for Options granted under may be subject to achievement of performance conditions as defined by the Nomination and Remuneration Committee for each grant.
- 12.3** Subject to provisions of Clause 13 of the Scheme on separation rules, Vesting of Options would be subject to continued employment with the Company. In addition to this, the Nomination and Remuneration Committee may also specify performance criteria subject to satisfaction of which the Options would vest.
- 12.4** The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the Grant Letter issued at the time of Grant of Options.

12.5 Vesting of Options in case of Employees on Long Leave:

The period of leave shall not be considered in determining the vesting period in the event of employee is on leave for a period of more than 6 month. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the vesting period unless otherwise determined by nomination and remuneration committee.

12.6 The Vesting will occur as per the following Vesting Schedule:

ESOP-2024	Vesting Period	
	4 Years	4 Year
Exercise Price	On the Intial IPO price - Rs. 171/-	At the end of each year 25% will be vested
Lot size	Depend on Employee to Employee	Depend on Employee to Employee

13 Exercise:

13.1 Exercise Price

The Exercise Price per Option shall be equal to the Intial IPO Price of the Shares on the Grant Date or at such discount to the Market Price as may be determined by the Nomination and Remuneration Committee subject to Applicable Laws. However in any case the Exercise Price shall not be less than the par value of the Shares of the Company.

13.2 Payment of Exercise Price

The Aggregate Exercise Price shall be paid in full upon the exercise of the Vested Options. Payment must be made by one of the following methods:

- I. cheque, banker's cheque or demand draft;
- II. remittance directly from the Participant's bank to the Company's bank account (electronic transfer);
- III. by any combination of such methods of payment or any other method acceptable to the Board at its discretion.

13.3 Exercise Period

a) While in Employment /Service

The Exercise Period in respect of a Vested Options shall be maximum of 1 (One) year from the date of Vesting of such Options. The exact Exercise Period of Options in case of any Grant shall be determined by the Nomination and Remuneration Committee at the time of Grant and shall be specified in the Grant Letter.

b) Exercise Period in case of separation from employment/ service

Vested Options can be exercised subject to treatment of Unvested Options as per provisions outlined herein below:

Sr. No.	Separations	Vested Options	Unvested Options
1.	Resignation/ Termination (other than due to Cause)	All the Vested Options as on date of submission of resignation/ date of termination; whichever is earlier; shall be exercisable by the Option Grantee within 3 months from the last date of employment.	All the Unvested Options on the date of submission of resignation/ date of termination; whichever is earlier; shall stand cancelled with effect from such resignation/ termination date.
2.	Termination due to Cause	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3.	Retirement	All the Vested Options as on date of Retirement shall be exercisable by the Option Grantee before the expiry of the Exercise Period.	To be decided by the Nomination and Remuneration Committee subject to Applicable Laws.
4.	Separation due to Death	All Vested Options, if any, may be exercisable by the deceased Option Grantee's nominee or legal heir(s) on submission of requisite proof, within the Exercise Period from the date of death, subject to approval of the Nomination and Remuneration Committee.	To be decided by the Nomination and Remuneration Committee subject to Applicable Laws
5.	Separation due to Permanent Disability	All Vested Options as on the date of incurring such Disability may be exercisable by the Option Grantee within the Exercise Period from the date of such disability, subject to approval of the Nomination and Remuneration Committee.	To be decided by the Nomination and Remuneration Committee subject to Applicable Laws
6.	Termination/ separation due to any other reason apart from those mentioned above	The Nomination and Remuneration Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	The Nomination and Remuneration Committee shall decide whether the unvested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.

- 13.4** Exercisability of Vested Options and continuity of Vesting of Unvested Options in case of transfer of an Option Grantee from the rolls of the Company to that of its associate company or any of its subsidiary company or holding company shall be at discretion of the Nomination and Remuneration Committee as per Applicable Laws as prevailing at the relevant time.
- 13.5** The Options shall be deemed to have been exercised when an Option Grantee makes an application in writing in prescribed format to the Company or by any other means as decided by the Nomination and Remuneration Committee, for the issuance of Shares against the Options vested in him, subject to payment of Exercise Price and compliance of other requisite conditions of Exercise including satisfaction of tax liability thereon.
- 13.6** The vested options can be exercised either in full or in part, subject to no fraction of a Vested Option shall be exercisable in its fractional form and should be rounded off to the nearest multiple of one for a valid vesting.
- 13.7** An Option shall be deemed to be exercised only when the NRC receives written or electronic notice of exercise and a confirmation that the Exercise Price (in accordance with the Plan) has been received from the ESOP Grantee.
- 13.8** Consequences of failure to exercise of option:
- i. The Options not exercised within the Exercise Period as mentioned in Sub-clause 13.3 shall lapse and the ESOP Grantee shall have no right over such lapsed Options.
 - ii. The amount paid by the employee, if any, at the time of grant, vesting or exercise of option-
 - (a) may be forfeited by the company if the option is not exercised by the employee within the exercise period; or
 - (b) maybe refunded to the employee if the options are not vested due to non-fulfilment of conditions relating to vesting of option as per the ESOP.

14 Lock-In:

The Shares issued pursuant to exercise of Options shall not be subject to any lock-in period restriction except such restrictions as may be prescribed under applicable laws including that under the code of conduct framed, if any, by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015, as amended.

15 Change in Capital Structure and Corporate Action:

- 15.1** Except as hereinafter provided and subject to the principle stated at Sub-clause 7(d), any Grant made under this Scheme shall be subject to adjustment, by the Nomination and Remuneration 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 in the Scheme.

- 15.2** If there is a 'Corporate Action' of the Company before the Options that are granted under this Scheme, are exercised, the ESOP Grantee shall be entitled on Exercise of the Options, to such number of Resultant Shares to which such ESOP Grantee would have been entitled as if all the then outstanding Options exercised by such ESOP Grantee, had been exercised before such 'Corporate Action' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Corporate Action such as bonus issue, stock split, etc., the Nomination and Remuneration Committee, subject to the provisions of applicable laws to the Stock Options, shall make fair and reasonable adjustments under the Scheme, 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 with respect to all the Corporate Actions in the Company. The Vesting Period and life of the Options shall be left unaltered as far as possible.
- 15.3** Explanation: "Resultant Shares" for the purpose of this Clause means the shares or other securities issued in lieu of the Shares of the Company, due to any Change in Capital Structure or on any Corporate Action.
- 15.4** In the event of severance of employment of an Option Grantee, as a part of reconstitution / amalgamation / sell-off or otherwise, the Options that have vested or unvested before such reconstitution / amalgamation / sell-off, shall be treated as per the adjustments to be made and recommended by the Nomination and Remuneration Committee at the time of such action. Nomination and Remuneration Committee also has a power to decide for the treatment of the Options (whether vested or not) of the Option Grantees who continue in the employment of the Company after such action.
- 15.5** In the event of a dissolution or liquidation of the Company, any Vested Options outstanding under the Scheme shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled unless otherwise decided by the Nomination and Remuneration Committee.

16 Transferability of Options:

- 16.1** The Options shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner except as expressly permitted under this Scheme.
- 16.2** The Options shall not be transferable to any person except as expressly permitted under this Scheme.
- 16.3** No person other than the Option Grantee to whom the Options are granted shall be entitled to exercise the Options except in the event of the death of the Option Grantee in which case provisions of Sub-clause 11.2(b) would apply. If due to Permanent

Disability, an Option Grantee is unable to exercise the Options, the Nomination and Remuneration Committee may permit the nominee of the disabled Option Grantee to exercise the Options on his behalf.

17 Deduction of Tax:

17.1 The liability of paying taxes if any, in connection with Exercise of Options granted pursuant to this Scheme shall be entirely on the Option Grantee and shall be in accordance with the provisions of Income-tax Act, 1961 and the rules framed thereunder.

17.2 The Company shall have the right to recover from Option Grantee or deduct from the Option Grantee's salary, any of the Option Grantee's tax obligations arising in connection with the Shares allotted. The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been fully satisfied by the Option Grantee.

18 Authority to vary terms:

The Board on the recommendation of the Nomination and Remuneration Committee may from time to time amend, alter or terminate the Scheme or any Grant or the terms and conditions thereof, provided that no such amendment, alteration or termination of any Grant previously made may be carried out, which would impair or prejudice the rights of any Option Grantee.

Provided further that the Board shall not amend or vary the terms of the Scheme which were specifically approved by the shareholders while approving the Scheme in any manner, without the approval of the shareholders.

19 No Restriction on Corporate Action:

19.1 The existence of the Scheme and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders or the Company to make or authorize 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.

19.2 Nothing contained in the Scheme shall be construed to prevent the Company from taking any Corporate Action which is deemed by the Company to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Scheme or any Grant made thereunder. No ESOP Grantee or other person shall have any claim against the Company as a result of such action.

20 Accounting Policy and Disclosures:

- 20.1** The Company shall follow the laws/regulations applicable to accounting related to Stock Options, including but not limited to the IND AS/Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.
- 20.2** The Board shall also make the requisite disclosures of the Scheme, in the manner specified under the Applicable Laws.

21 Certificate from Auditors:

As the equity shares of the Company are listed on Recognised Stock Exchange, the Board shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the Company that the ESOP 2024 has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company passed in the general meeting where ESOP 2024 has been approved.

22 Miscellaneous:

22.1 Rights as a shareholder

- a) Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant until the Option Grantee exercises the Options and becomes a registered holder of the Shares of the Company.
- b) If the Company issues bonus or rights Shares, the Option Grantee will not be eligible for the bonus or rights Shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise Price or both would be made in accordance with Sub-clause 7 (d) and Clause 15 of this Scheme.
- c) 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 him/her, till shares are issued to him/her upon exercise of the option.

22.2 Benefit arising as a shareholder

When option grantee becomes a registered holder of the Shares of the Company, he/she is entitled to benefits of Buying of Shares at a Discounted Rate, Stock Ownership, Dividend Income and other as determined by Nomination and Remuneration committee.

22.3 Beneficiary Nomination

Each Option Grantee, under the Scheme may nominate, from time to time, any nominee to whom any benefit under the Scheme is to be delivered in case of death of that Option Grantee, before the Exercise of Vested Options. Each such nomination shall revoke all prior nominations by the same Option Grantee and shall be in a form prescribed by the Company and will be effective only when filed by the Option Grantee in writing with the Company during the Option Grantee's life time.

22.4 Government Regulations

This ESOP 2024 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities, if any and to the extent required.

22.5 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 of any and all liability in respect of the failure to issue or sell such Shares.

22.6 General Risks

Participation in the ESOP 2024 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 Option Grantee alone. The Option Grantee is encouraged to make considered judgment and seek adequate information /clarifications essential for appropriate decision.

22.7 The Grant of Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his contract of employment nor does the existence of a contract of employment between any person and the Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any condition or at all.

22.8 Neither the existence of this Scheme 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 Scheme by being granted an Option on any other occasion.

22.9 The rights granted to an Option Grantee upon the grant of an Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

22.10 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in whole or in part.

23 Notices:

23.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the ESOP 2024 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- a) Sending communication(s) to the address of the Option Grantee available in the records of the Company; or
- b) Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
- c) Emailing the communication(s) to the Option Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

23.2 Any grievance or any other kind of communication to be given by an Option Grantee to the Company in respect of ESOP 2024 shall be sent to the person at the address mentioned below:

Company secretary & Compliance Officer
Digikore Studios Limited
4th Floor, Lalwani Triumph,
Sakore Nagar, Viman Nagar,
Pune -411014 MH IN
Email: cs@digikorevfx.com

24 Governing Laws and jurisdiction:

24.1 The terms and conditions of the ESOP 2024 shall be governed by and construed in accordance with the Applicable Laws of India including the Foreign Exchange Laws.

24.2 The Courts in Pune, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2024.

25 Income Tax Rules:

The Income Tax Laws and Rules in force will be applicable.

26 Severability:

In the event any one or more of the provisions contained in this ESOP 2024 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this ESOP 2024, but this ESOP 2024 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the ESOP 2024 shall be carried out as nearly as possible according to its original terms and intent.

27 Confidentiality:

27.1 Option Grantees must keep the details of the ESOP 2024 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates except disclosures to such authorities as required under law. In case Option Grantee is found in breach of this Confidentiality Clause, the Company shall have undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Nomination and Remuneration Committee will have the authority to deal with such cases as it may deem fit.

27.2 The Option Grantee agrees that the Company may be required to disclose information of the Option Grantee during the process of implementation of the Options or while availing services relating to Options consulting, advisory services or Options Management services and/ or any other such incidental services. The Option Grantee hereby accords his/her consent that such confidential information regarding his/her Options entitlements may be disclosed by the Company to its officers, professional advisors, agents and consultants on a need to know basis.

-----End of Plan-----

For Digikore Studios Limited
(Formerly known as Digikore Studios Private Limited)

SD/-
Abhishek Rameshkumar More
Managing Director
DIN: 00139618