‘Sagility Limited – Employee Stock Options and Performance Stock Units Scheme 2026’ (“ESOS 2026” or “Scheme”)

Sagility Limited
CIN: L72900KA2021PLC150054
Registered Office: No. 23 & 24, AMR Tech Park, Building 2A, First Floor, Off Hosur Road, Hongasandara Village, Bommanahalli, Bengaluru, Karnataka – 560068, India.
Email: investorservice@sagilityhealth.com
Website: www.sagilityhealth.com

INDEX

1. Name, Objective and Term of the Scheme

1.1 This Employee Stock Option Scheme shall be called the **'Sagility Limited – Employee Stock Options and Performance Stock Units Scheme 2026' ("ESOS 2026" or "Scheme")**.

1.2 The primary objective of the Company is to reward the existing employees for their association, dedication and contribution towards achievement of the goals of the Company while building a high-performance, future-ready organization by fostering long-term alignment between its employees and its strategic vision. The Scheme is intended to achieve the following:

(i) **Long-term alignment and shared ownership:** Provide employees with an opportunity to participate in the Company's long-term value creation by aligning their interests with the Company's strategic vision and sustained growth.
(ii) **Attract, retain, and motivate talent:** Utilize equity-based incentives as a strategic tool to attract, retain, and motivate high-potential talent and strengthen the leadership pipeline across the Company and its Subsidiary Company.
(iii) **Foster a performance-centric culture:** Establish a performance-driven equity framework that promotes employee commitment, organizational cohesion, and long-term value creation for both employees and shareholders.

1.3 The Scheme is established with effect from June 28, 2026, being the date on which it was approved by the shareholders of the Company through a special resolution. The Scheme shall remain in full force and effect until the earlier of the following:

(i) the date on which it is terminated by the Board in accordance with the provisions of the Applicable Laws.

Provided that while exercising this authority, the Board shall pass a formal resolution specifying the reasons for termination and confirming adherence to all legal and regulatory requirements. The Board shall also ensure that appropriate communication is issued to all Grantees, clearly outlining the termination details, treatment of Vested Options/PSUs and Unvested Options/PSUs, and relevant timelines. The Board shall conduct the entire process in a fair, transparent, and compliant manner, ensuring that the rights and benefits of all Grantee under Scheme are safeguarded; or

(ii) the date on which all Options/PSUs available for Grant under the Scheme have been granted and exercised.

2. Definitions and Interpretation

2.1 Definitions

i. **"Applicable Laws"** means every law relating to employee stock options by whatever name called, including but without limitation to the Companies Act, Securities and Exchange Board of India Act 1992, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 ("**ICDR Regulations**"), the Securities Contracts (Regulation) Act, 1956, ("**SCRA Regulations**"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"LODR Regulations"**), the Securities and Exchange Board of India (Share Based

Employee Benefits and Sweat Equity) Regulations, 2021 ("**SBEB Regulations**"), as amended and enacted from time to time read with all circulars and notifications issued thereunder and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.

ii. "**Board**" means the board of Directors of the Company.

iii. **"Committee"** means the existing Nomination and Remuneration Committee constituted by the Board, comprising of such members of the Board as provided under Regulation 19 of the LODR Regulations and having such powers as specified under the SBEB Regulations read with powers specified in this ESOP 2026.

iv. "**Companies Act**" means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.

v. "**Company**" means **'Sagility Limited**', a Company incorporated under the provisions of the Companies Act, 1956 and having Corporate Identification Number L72900KA2021PLC150054 and its registered office at No. 23 & 24, AMR Tech Park, Building 2A, First Floor, Off Hosur Road, Hongasandara Village, Bommanahalli, Bengaluru, Karnataka – 560068, India.

vi. **"Company Policies/ Terms of Employment"** means the Company's policies for Employees and the terms of employment as contained in the employment letter and the Company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other Employees and customers.

Explanation: for this clause, the Company includes its Subsidiary to the extent Employees of the Subsidiary are covered.

vii. "**Director**" means a member of the Board of the Company.

viii. "**Eligibility Criteria**" means the criteria as may be determined from time to time by the Committee for granting Options/PSUs to the Employees.

ix. "**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; or
c. an employee as defined in sub-clauses (a) and (b) of a Subsidiary Company, in India or outside India.

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 relatives or through any body corporate, directly or indirectly, holds more than 10% of the outstanding Shares of the Company; or
c. an Independent Director of the Company.

x. **“ESOS 2026” or “Scheme”** means **‘‘Sagility Limited – Employee Stock Options and Performance Stock Units Scheme 2026’ (“ESOS 2026” or “Scheme”)”** under which the Company is authorized to Grant Options/PSUs to the Eligible Employee(s).

xi. “**Exercise**” in relation to Options/PSUs, means expression of an intention by an Employee to the Company or to Trust to acquire the Shares underlying the Vested Options/ PSUs in him, in pursuance of the Scheme, in accordance with the procedure laid down by the Company/Trust for Exercise of Options/PSUs.

xii. **“Exercise Period”** means such time period after each Vesting within which the Grantee should Exercise the Vested Options/PSUs in pursuance of the Scheme.

xiii. **“Exercise Price”** means the price payable by the Grantee in order to Exercise the Vested Options/PSUs in pursuance of the Scheme.

xiv. **“Grant**” means the process by which the Company specifies number of Options/PSUs to the Employees under the Scheme.

xv. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Options/ PSUs to the Employees is approved.

Explanation: For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.

xvi. **"Grant Letter”** shall mean a written letter issued by the Company to a Grantee, governing the terms and conditions of Grant, Vesting and Exercise of the Options/PSUs.

xvii. “**Grantee**” means an Employee who has been granted Options/PSUs and has accepted such Grant as required under the Scheme and shall deem to include nominee / legal heir of the grantee in case of his/her death or Permanent Incapacity, to the extent provisions of the Scheme are applicable to such nominee / legal heir.

xviii. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act, 2013, read with Regulation 16(1)(b) of the LODR Regulations.

xix. **“Long Leave”** means paid or unpaid period of leave in which a person does not report to their job but is still employed with the company. Period of Long leave shall be as per the company’s leave policy.

xx. “**Market Price”** means the latest available closing price of the Shares on the Stock Exchange on which the Shares of the Company are listed, immediately prior to the Relevant Date.

Explanation- If Shares are listed on more than one Stock Exchange, then the closing price of the Shares on the Stock Exchange having higher trading volume shall be considered as the Market Price.

xxi. "**Merchant Banker**" means a merchant banker as defined under regulation 2(1)(cb) of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, which is registered under section 12 of the Act;

xxii. **"Misconduct"** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies/ Terms of Employment, amounting to violation or breach, as determined by the Committee at its sole discretion after following principles of natural justice:

a) dishonest statements or acts of an Employee, with respect to the Company;
b) any misdemeanour involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee;
c) gross negligence, misconduct or insubordination by the Employee in connection with the performance of his duties and obligations towards the Company;
d) participating or abetting a strike in contravention of any law for the time being in force;
e) misconduct as provided under the labour laws after following the principles of natural justice;
f) violation of any of the post-employment obligations as set out in the Company Policies/ Terms of Employment (including non-compete, non-solicit and confidentiality obligations, if any);
g) violation of Securities Laws: Any breach of the SEBI (Prohibition of Insider Trading) Regulations or SEBI (Listing Obligations and Disclosure Requirements) Regulations, as amended from time to time;
h) data privacy and IP breach: Unauthorized access, use of disclosure of Company's proprietary information, trade secrets, or personal data protected under various laws;
i) regulatory sanctions: Any act or omission by the Employee that results in the Company being subject to material fines, penalties, or prohibitory order by any statutory regulatory authority;
j) financial misstatements: Any act of Employee which leads to material restatement of the financial statements of the Company, specifically where such restatement impacts the performance metrics tied to the Scheme; or
k) any other terms and conditions as notified by the Committee from time to time.

xxiii. **"Option" or "Options"** means an employee stock option granted to an Employee, which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date the Share underlying such Option, at a pre-determined price.

xxiv. "**Permanent Incapacity**" means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.

xxv. **"Promoter"** shall have the same meaning assigned to it under the ICDR Regulations.

xxvi. **"Promoter Group"** shall have the same meaning assigned to it under the ICDR Regulations.

xxvii. **“PSU” or “PSUs”** means performance stock units granted to an Employee, which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date the Share underlying such PSU, at a pre-determined price.

xxviii. "**Relevant Date**" means any of the following dates as the context requires:

a) in the case of Grant, the Grant Date; or
b) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Grantee.

xxix. **“Retirement”** means retirement as per the applicable Company Policy/ Terms of Employment.

xxx. **“Secretarial Auditor”** means a company secretary in practice appointed by the Company under Rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to Regulation 24A of the LODR Regulations.

xxxi. “**Shares**” means equity shares of the Company of face value of **Rs. 10 (Rupees Ten)** each fully paid-up including the equity shares arising out of the Exercise of Options/PSUs granted under the Scheme.

xxxii. **“Stock Exchange”** means National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchange in India on which the Company’s Shares are listed.

xxxiii. “**Subsidiary**” or “**Subsidiary Company**” shall have the same meaning as defined under Section 2(87) of the Companies Act and includes any present or future subsidiary company of the Company.

xxxiv. “**Trust**” means **‘Sagility ESOP Trust’** established under the provisions of Indian Trusts Act, 1882 including any statutory modification or re-enactment thereof for the administration of the equity-based employee compensation Scheme(s) of the Company, including this Scheme.

xxxv. “**Trustee**” shall mean the person/ entity appointed as a trustee under the trust deed of the Trust.

xxxvi. “**Unvested Option/PSU**” means an Option/PSU in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Grantee has not become entitled to receive the benefit of grant made under the Scheme.

xxxvii. “**Vest**” or “**Vesting”** means earning by the Grantee, of the right to Exercise the Option/PSU granted to him in pursuance of the Scheme.

xxxviii. **“Vested Option/PSU”** means Option/PSU in respect of which the relevant Vesting Conditions have been satisfied, and as a result, the Grantee has acquired the right to Exercise such Option/PSU.

xxxix. **“Vesting Condition”** means relevant conditions subject to which the Options/PSUs granted would vest to the Grantee.

xl. "**Vesting Period**" means the period, during which the Vesting of the Options/PSUs granted to the Grantee, in pursuance of the Scheme, takes place.

2.2 Interpretation

In this ESOP 2026, unless the contrary intention appears:

a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
b) a reference to a clause number is a reference to its sub-clauses;
c) words in the singular number include the plural and vice versa;
d) words importing a gender include any other gender;
e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;
f) for the purposes of any calculation under this Scheme, any fraction will be rounded up or down to the nearest integer;
g) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof;
h) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of this Scheme, have the meanings herein specified, and terms not defined above shall have the meanings as defined in the Applicable Laws, as the context requires; and
i) words/ phrases and expressions used and not defined here but defined in the Applicable Laws and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

3.1 The shareholders of the Company by way of special resolution dated June 28, 2026, approved the Scheme authorizing the Committee to grant not exceeding **3,09,10,845** [Three Crore Nine Lakh Ten Thousand Eight Hundred Forty-Five Only] Options, **12,36,43,222** [Twelve Crore Thirty-Six Lakh Forty-Three Thousand Two Hundred Twenty-Two Only] PSUs to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than **15,45,54,067** [Fifteen Crore Forty-Five Lakh Fifty-Four Thousand Sixty-Seven Only] Shares with each such Options/PSUs conferring a right upon the Grantee to apply for 1 (one) Share of the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of this Scheme and in due compliance with Applicable Laws. The Trust shall transfer the Shares to the Grantee upon Exercise of Options/PSUs, in accordance with the terms and conditions as may be decided under the Scheme.

3.2 The maximum number of Options/PSUs under the Scheme that may be granted to each Employee per Grant and in aggregate (taking into account all Grants) shall vary depending upon the designation and the appraisal/ assessment process, however, shall not exceed:

i. **92,69,030** (Ninety-Two Lakh Sixty-Nine Thousand and Thirty Only) Options and
ii. **3,70,76,121** (Three Crore Seventy Lakh Seventy-Six Thousand One Hundred and Twenty-One Only) PSUs.

Provided that, prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options/PSUs to any identified Employee, during any one year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Options/PSUs.

3.3 The maximum quantum of benefits contemplated under the Scheme are in terms of the maximum number of Options/PSUs that may be granted to an eligible Employee.

3.4 If an Options/PSUs expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options/PSUs pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.

3.5 Where Shares are transferred by the Trust consequent upon Exercise of Vested Options/PSUs under the Scheme, the maximum number of Shares that can be issued under Scheme as referred to in Clause 3.1 above shall stand reduced to the extent of such Shares transferred.

3.6 All Shares transferred by the Trust consequent to Exercise of Vested Options/PSUs shall rank *pari passu* with existing Shares of the Company.

3.7 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares being granted under the Scheme as specified above shall stand modified accordingly, so as to ensure that cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

4. Supervision and Administration

4.1 Supervision

a. The Scheme shall be supervised by the Committee. All the functions relating to superintendence of the Scheme shall stand possessed with the Committee including the rights, powers, or duties of the Board to the extent delegated along with that contemplated under the Applicable Laws. All questions of interpretation of the Scheme shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Scheme.

b. Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the Scheme.

c. The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of the Scheme.

d. The Committee shall, in accordance with the Scheme and Applicable Laws, determine:
   i. the Eligibility Criteria for Grant of Options/PSUs to the Employees upon recommendation of the management of the Company;
   ii. the quantum of Options/PSUs to be granted under the Scheme per Employee and in aggregate, subject to the ceiling as specified in Sub-clause 3.1 and 3.2;
   iii. the terms and conditions in respect of Grant, Vesting and Exercise of Options/PSUs by the Employees which may be different for different Employees or classes thereof falling in the same tranche of Grant of Options/PSUs under the Scheme;
   iv. the Exercise Period within which the Employee should Exercise the Options/PSUs and that Options/PSUs would lapse on failure to exercise the Options/PSUs within the Exercise Period;

v. the right of a Grantee to Exercise all the Vested Options/PSUs at one time or at various points of time within the Exercise Period;

vi. the specified time period within which the Employee shall exercise the Vested Options/PSUs in the event of termination or resignation and modify Sub-clause 8.2(c) as needed, based on business requirements, while adhering to the maximum Exercise Period approved by the shareholders;

vii. the procedure for making a fair and reasonable adjustment to the number of Options/PSUs and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:

   a) the number and price of Options/PSUs shall be adjusted in a manner such that total value of the Options/PSUs remains the same after the corporate action; and
   b) the Vesting Period and the life of the Options/PSUs shall be left unaltered as far as possible to protect the rights of the Grantee.

viii. the procedure and terms for the Grant, Vesting and Exercise of Options/PSUs in case of Employees who are on Long Leave;

ix. the conditions under which Options/PSUs shall vest and be exercised in case of suspension of employment for alleged Misconduct;

x. determine the treatment of the Options/PSUs held by an eligible Employee in case of suspension/ termination of services or in case of any pending inquiries;

xi. formulate suitable policies and procedures to ensure that there is no violation of Applicable Laws, in relation to the Scheme, by the Company and the Employees;

xii. any matter relating to the Trust and aspects of administration of the Scheme by the Trust;

xiii. the procedure for buy-back of Options/PSUs granted under the Scheme if to be undertaken at any time by the Company, and the applicable terms and conditions, including:

   a) permissible sources of financing for buy-back;
   b) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
   c) limits upon quantum of Options/PSUs that the Company may buy-back in a financial year.

xiv. the procedure for funding for Exercise of Options/PSUs, as permitted under the Applicable Laws;

xv. approve forms, writings and/or agreements for use in pursuance of the Scheme; and

xvi. to deal with all incidental and related matters in connection with the items (i) to (xv) above and otherwise to ensure compliance with the requirements of Applicable Laws.

e. The Committee shall also frame suitable policies and systems to ensure that there is no violation of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) (b) 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) and (c) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company, and any of its Employee.

f. Subject to the extent allowed under the Applicable Laws, the Committee shall have the right to delegate or authorize any officer of the Company, such power to do specific acts and things as may be deemed necessary in connection with the Scheme.

4.2 **Administration**

a. The Scheme shall be administered by the Trust to the extent aspects of such administration are delegated by the Committee as per the requirements of Applicable Laws.

b. The Trust shall be governed subject to following terms and conditions:
   i. It shall not deal in derivatives and shall undertake only such transactions as permitted under the deed of Trust read with the provisions of the Applicable Laws;
   ii. The Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Laws; and
   iii. The Trustees shall not vote in respect of the Shares held by the Trust.

4.3 The Trustees while administering the Scheme shall abide by the provisions contained therein, terms of the Grant, Vesting and Exercise as decided by the Committee and shall ensure compliance of the provisions of relevant Applicable Laws as prevailing from time to time, in connection with dealing with the Shares of the Company including but not limited to maintenance of proper books of account, records and documents as prescribed.

5. Eligibility and Applicability

5.1 Only Employees within the meaning of the Scheme are eligible for being granted Options/PSUs. The specific Employees to whom the Options/PSUs would be granted, and their Eligibility Criteria shall be determined by the Committee based on parameters evolved/decided by it from time to time in its absolute discretion.

5.2 The appraisal process for determining the eligibility of the Employees will be based on designation, leadership potential, period of service, performance-linked parameters, criticality of role and such other criteria as may be determined by the Committee at its sole discretion, from time to time.

Provided that the Committee while granting the Options/PSUs to any eligible Employee(s) of its Subsidiary Company, in India or outside India, shall at its discretion, consider the factors including but not limited to the role(s) of such Employee(s) for safeguarding the interest of the Company, or such Employee's contribution to the Company.

5.3 The Scheme shall be applicable to:
i. the Company (including any successor company thereof), its Employees; and
ii. its Subsidiary Company, in India or outside India, and their employees/ directors, to the extent any of them covered as "Employees" under the Scheme.

6. Grant and Acceptance of Grant

6.1 **Grant of Options/PSUs**

(a) Grants contemplated under the Scheme shall be made on such day and month as decided by the Committee at its discretion upon recommendation of the management of the Company subject to the terms of the Scheme.

(b) Each Grant of Options/PSUs under the Scheme shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a Grant Letter as may be approved, containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws.

6.2 **Acceptance of the Grant**

Any Employee who intends to accept the Grant made under the Scheme must submit a duly signed acceptance of the Grant Letter to the Company, either physically or through electronic means, in the prescribed format. Such acceptance must be delivered on or before the date specified in the Grant Letter. ("**Closing Date**"), which shall not be later than 60 (Sixty) days from the date of the Grant. Upon the Company's receipt of the acceptance in the prescribed form and manner, the Employee shall be formally designated as the Grantee under the Scheme. The Employee's acceptance of the Grant under the Scheme shall constitute an agreement between the Grantee and the Company with effect from Grant Date, which shall be considered for the accounting purpose.

6.3 Any eligible Employee who fails to deliver acceptance in the prescribed form and manner on or before the Closing Date shall be deemed to have rejected the Grant unless the Committee determines otherwise.

6.4 No amount is payable by the Grantee at the time of Grant and until Exercise of Vested Options/PSUs.

7. Vesting Schedule and Vesting Conditions

7.1 The Options/PSUs granted under the Scheme shall Vest not earlier than the minimum Vesting Period of **1 (One)** year and not later than maximum Vesting Period of **3 (Three)** years from the date of Grant.

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

Provided further that in the event of death or Permanent Incapacity of a Grantee, the minimum Vesting Period of 1 (One) year shall not be applicable and in such instances, all the Unvested Options/PSUs shall Vest with effect from date of the death or Permanent Incapacity.

Provided further that in case of Retirement, all the Unvested Options/PSUs as on the date of Retirement would continue to Vest in accordance with the original vesting schedules even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Laws.

7.2 Vesting Condition for Options and PSUs

The Options shall vest in accordance with the applicable vesting schedule, and such vesting shall be subject to the Grantee's continuous employment with the Company or any of its Subsidiary Company, as applicable.

The Vesting of PSUs for each Grantee or class of Grantees, subject to continuous employment with the Company or any of its Subsidiary Company, as applicable, for each financial year shall be based on achievement of mandatory pre-defined performance criteria in the preceding financial year which shall consist of a combination of individual (i.e. Grantee's) performance and/or Company performance parameters as specified in Grant Letter. The Committee shall have the authority to determine the applicable performance parameters, assign relative weightages thereto, and differentiate such parameters based on the roles and responsibilities of individual employees or classes of employees, as it may deem appropriate.

7.3 The specific vesting conditions, including performance parameters and time-based requirements, shall be as communicated to the eligible Employee in the Grant Letter issued to such Employee.

7.4 The Grantee who has tendered his/her resignation shall not be considered for Vesting effective from the date of resignation and all the Unvested Options/PSUs as on date of effective date of resignation shall be cancelled forthwith. Further, a Grantee must not be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings against any Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings. In case of reinstatement, Vesting shall happen as if there was no abeyance. In case of termination from employment, the provisions of serial number 2 and 3 in the table given in Sub-clause 8.2(c) of the Scheme shall apply.

7.5 **Vesting of Options/PSUs in case of Employees on long leave**

The period of leave shall not be considered in determining the Vesting Period in case the Grantee is on a sabbatical. In all other events including approved earned leave, maternity leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee.

8. Exercise

8.1 Exercise Price

(a) The Exercise Price for each category of equity instrument shall be in the following manner:
  - (i) **<u>For Options:</u>** The Exercise price per Option shall be determined by the Committee, provided that the Exercise Price per Option shall not be less than the Market Price of the Share of the Company as on Grant Date.
  - (ii) **<u>For PSUs:</u>** The Exercise Price per PSU shall be the face value of the Share of the Company as on Grant Date.

Provided that, the Exercise Price per Option/PSU shall not be less than the face value of the Share of the Company.

(b) The specific Exercise Price shall be intimated to the Grantee in the Grant letter at the time of Grant.

(c) Payment of the Exercise Price (including applicable taxes) shall be made by a crossed cheque, or by any electronic mode or a demand draft drawn in favour of the Company/ Trust or in such other manner as the Company/ Trust may decide from time to time.

(d) Subject to Applicable Laws and in accordance with the Scheme, the Trust shall have the authority to arrange funding, to the extent necessary to cover the Exercise Price, any applicable tax obligations, and other related expenses arising from the Exercise of Vested Options/PSUs, by selling an appropriate number of Shares in the secondary market. Such sale shall be conducted by the Trust upon receiving a request from the Grantee or, in the event of the Grantee's death, from their nominee(s) or legal heir(s), submitted in the format prescribed by the Company/ Trust.

8.2 **Exercise Period**

(a) The Exercise Period for Vested Options/PSUs shall be a maximum of **2 (Two) years** commencing from the date of each Vesting or such other shorter period as may be prescribed by the Committee at the time of Grant. In case of death or Permanent Incapacity, the Committee may, at its discretion, allow such additional period for Exercise which shall not be more than 12 months from the original prescribed Exercise Period.

(b) All the Vested Options/PSUs can be exercised by the Grantee at one time or at various points of time within the Exercise Period.

(c) **Exercise period in case of various events:**

Subject to maximum Exercise Period specified in Sub-clause 8.2(a), the treatment of Vested and Unvested Options/PSUs shall be as follows:

S. No.	Events	Vested Options/PSUs	Unvested Options/PSUs
1	**While in employment/ Service**	All the Vested Options/PSUs shall be exercisable by the Grantee within **the Exercise Period.**	All the Unvested Options/PSUs shall continue to vest as per the terms and conditions of the Grant.
2.	**Resignation/ Termination (Other than due to Misconduct)**	All the Vested Options/PSUs as on date of resignation shall be exercisable by the Grantee on or before the **last working day or Exercise Period, whichever is earlier.**	All the Unvested Options/PSUs as on the effective date of resignation shall stand **cancelled**.
3.	**Termination due to Misconduct**	All the Vested Options/PSUs at the time of such termination shall stand **cancelled** with effect from the date of such termination.	All the Unvested Options/PSUs as on the date of such termination shall stand **cancelled** with effect from the date of such termination.
4.	**Retirement**	All Vested Options/PSUs as on the date of Retirement shall be exercisable within **12 (Twelve)** months from the date of Retirement or Exercise Period, whichever is earlier.	All Unvested Options/PSUs as on the date of Retirement would continue to vest in accordance with the **original vesting schedules** even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies, if any, and

S. No.	Events	Vested Options/PSUs	Unvested Options/PSUs
			provisions of the then prevailing Applicable Laws. Such aforesaid Vested Options/PSUs, if any, can be exercised within a period of **12 (Twelve)** months from the date of such Vesting.
5.	**Death**	All the Vested Options/PSUs as on date of death shall be **exercisable** by the legal heir/ nominee of such deceased Grantee within **12 (Twelve) months** from the date of death of the Grantee.	All the Unvested Options/PSUs as on date of death shall **vest immediately** in the Grantee's nominee or legal heir and can be exercisable within a period of **12 (Twelve) months** from the date of such Vesting.
6.	**Permanent Incapacity**	All Vested Options/PSUs may be exercised by the Grantee within **12 (Twelve) months** from the date of the Permanent Incapacity.	All the Unvested Options/PSUs as on date of incurring such incapacity shall **vest immediately** with effect from such event to the Grantee and can be exercisable within a period of **12 (Twelve) months** from the date of such Vesting.
7.	**Transfer / deputation to/from any Subsidiary Company**	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Options/PSUs shall be as per the applicable circumstance mentioned in this table.	Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Options/PSUs shall be as per the applicable circumstance mentioned in this table.
8.	**Any other reason of separation**	The Committee **shall decide** whether the Vested Options/PSUs on that date can be exercised by the Grantee or not, and such decision shall be final.	All Unvested Options/PSUs on the date of such termination shall stand **cancelled** unless otherwise required by Applicable Laws.

8.3 The Options/PSUs shall be considered exercised when the Grantee submits a complete application, in writing or through any other method as determined by the Committee, to the Company/Trust, requesting the issuance/ transfer of Shares of the Company/ Trust for the Vested Options/PSUs.

8.4 **Lapse of Options/PSUs**

The Options/PSUs not exercised within the respective Exercise Period shall lapse and be cancelled on expiry of such Exercise Period. The Grantee shall have no right or recourse over such lapsed/ cancelled Options/PSUs.

9. Malus and Claw-back Provisions

9.1 Malus (Adjustment to Unvested Options/PSUs)

The Committee shall have the sole and absolute discretion to reduce, cancel, or withhold the Vesting of any Unvested Options/PSUs, in whole or in part, upon the occurrence of a **"Trigger Event"** as defined in Sub-Clause 9.3.

9.2 Claw-back (Recovery of Exercised gains)

In the event of a Trigger Event, the Company shall have the right to recover from the Grantee the "Spread" (the difference between the fair market value on the date of exercise and the Exercise Price) for any Options/PSUs exercised within 24 months preceding the date the Trigger Event was discovered.

9.3 Trigger Events:

The Committee may invoke the above upon the occurrence of any of the following specific events, provide they are deemed material by the Committee:

a. Financial misstatement: A significant restatement of the Company's financial statements for any period during which the Options/PSUs were held, where such restatement is required due to fraud, or gross negligence.

b. Gross misconduct: Commission of act of fraud, embezzlement, or a criminal offense involving moral turpitude.

c. Material breach of covenants: A documented violation of Grantee's restrictive covenants, including but not limited to non-compete, non-solicitation, or confidentiality obligations.

d. Reputational harm: Conduct by Grantee that results in significant, demonstratable legal or reputational damage to the Company.

9.4 Limitation and governance:

a. No duplication: For the avoidance of doubt, if an event satisfies multiple criteria under Section 9.3, the Committee shall treat it has a single qualifying trigger for the purpose of determining the remedy.

b. Right to be heard: No claw-back shall be enforced until the Grantee has been given a reasonable opportunity to present their case to the Committee.

c. Statute of repose: No Claw-back action may be initiated more than 3 years after the Grantee has ceased to be an Employee of the Company.

10. Lock-in

The Shares arising out of Exercise of Vested Options/PSUs shall not be subject to any lock-in from the date of transfer of such Shares under the Scheme.

Provided that the Shares transferred on such Exercise cannot be sold for such further period or intermittently as required under the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

11. Exit route in case of de-listing

If the Company gets de-listed from all the recognized Stock Exchanges, then the Committee shall have the power to set out terms and conditions for the treatment of Vested Options/PSUs and Unvested Options/PSUs in due compliance with the Applicable Laws.

12. Restriction on transfer of Options/PSUs

12.1 The Options/PSUs shall not be pledged, hypothecated, mortgaged, or otherwise alienated in any other manner.

12.2 Options/PSUs shall not be transferable to any person except in the event of death of the Grantee, in which case provisions at sub-clause 8.2(c) would apply.

12.3 No person other than the Grantee shall be entitled to Exercise the Vested Options/PSUs except in the event of the death of the Grantee, in which case provisions at sub- clause 8.2(c) would apply.

13. Rights as a shareholder

13.1 The Grantee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Options/PSUs granted, till Shares underlying such Options/PSUs are issued/ transferred by the Company/ Trust upon Exercise of such Options/PSUs.

13.2 Nothing herein is intended to or shall give the 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 unless the Grantee exercises the Options/PSUs and becomes a registered holder of the Shares of the Company. However, the necessary adjustments to the number of Options/PSUs or the Exercise Price or both would be made in accordance with sub-clause 4.1(d)(vii) of the Scheme.

14. Deduction/Recovery of Tax

14.1 The liability of paying taxes, if any, in respect of Options/PSUs granted pursuant to this Scheme and the Shares issued pursuant to Exercise thereof shall be entirely on Grantee (or his/her nominee(s)/ legal heir(s) in case of death of Grantee while in employment) and shall be in accordance with the provisions of Income Tax Act, 2025 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to the Grantee of the Company working abroad, if any.

14.2 The Company shall have the right to deduct from the Grantee’s salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non–continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

14.3 The Company/ Trust shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Grantee in full.

15. Authority to vary terms

15.1 For the purpose of efficient implementation and administration of the Scheme but subject to the Applicable Laws and approval of the shareholders of the Company by way of a special resolution, the Committee may revise any of the terms and conditions in respect of existing Grant, provided that the variation is not prejudicial to the interest of the Grantee.

Provided that the Committee shall be entitled to vary the terms of the Scheme to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

15.2 The Committee may also re-price the Options/PSUs which are not exercised, whether or not they have been vested, if the Scheme is rendered unattractive due to fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

16. Miscellaneous

16.1 **Regulations**

This Scheme shall be subject to all Applicable Laws, and approvals from government authorities, required if any. The Grant and the allotment/transfer of Shares under this Scheme shall also be subject to the Company requiring the Grantee to comply with all Applicable Laws including Company Policies/Code of Conduct Terms of Employment.

16.2 **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/ transfer or sell such Shares.

16.3 Neither the existence of this Scheme nor the fact that an individual has on any occasion been granted the Options/PSUs 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 the Options/PSUs on any other occasion.

16.4 The rights granted to a Grantee upon the Grant of the Options/PSUs shall not afford the 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).

16.5 The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer because of being unable to Exercise the Options/PSUs in whole or in part.

16.6 **General Risks**

Participation in the Scheme 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 Grantee alone.

17. Accounting and Disclosures

The Company shall follow the IND AS 102 on Share based Payments and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other statutory authority from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of SBEB Regulations.

18. Certificate from Secretarial Auditors

The Board shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the Scheme has been implemented in accordance with the SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

19. Governing Laws

The terms and conditions of the Scheme shall be governed by and construed in accordance with the Applicable Laws of India including the Foreign Exchange Laws mentioned below:

Foreign Exchange Laws

In case any Options/PSUs are granted to any Employee being resident outside India belonging to the Company working outside India, the provisions of the Foreign Exchange Management Act, 1999 and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Options/PSUs and issue/transfer of Shares thereof.

20. Notices

20.1 All notices of communication required to be given by the Company/ Trust to a Grantee by virtue of this Scheme shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

i. Sending communication(s) to the address of the Grantee available in the records of the Company; and/ or
ii. Delivering the communication(s) to the Grantee in person with acknowledgement of receipt thereof; and/ or
iii. Emailing the communication(s) to the 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 Grantee after cessation of employment.

20.2 All notices of communication to be given by the Grantee to the Company/ Trust in respect of Scheme shall be sent to the address mentioned below:

Attention : Satishkumar Sakharayapattana Seetharamaiah
Address : Sagility Limited , No. 23 & 24, AMR Tech Park, Building 2A, First Floor, Hongasandara Village, Off Hosur Road, Bommanahalli, Bengaluru – 560068 India
Email : satishkumar.s@sagility.com

21. Nomination

The Employee has to nominate a person as his/her nominee with submission of nomination form complete in all respects. The nominee in case of death or legal incapacity of Employee shall be the legal representative recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this Scheme.

22. Jurisdiction

20.1 The Courts in Bengaluru, Karnataka shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

20.2 Nothing in this Sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this Scheme:
(ii) in any other court of competent jurisdiction; or
(iii) con-currently in more than one jurisdiction.

23. Severability

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

24. Confidentiality

24.1 A Grantee must keep the details of the Scheme and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement and all unexercised Options/PSUs 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 Grantee. In case of non-adherence to the provisions of this clause, the Committee shall have the authority to deal with such cases as it may deem fit.

24.2 On acceptance of the Grant of Options/PSUs offered by the Company, it shall be deemed that as if the Grantee has authorized the Company to disclose information relating to the Grantee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

------------End of the Scheme ----------