



Date: 28<sup>th</sup> October, 2022

To  
Venkata Narasimha Rao

Engineer - Lab Support

Dear Venkata Narasimha Rao,

Sub: Offer of Stock Options – Reg

You have been granted an option to purchase equity shares of MosChip, subject to the terms and conditions of the ESOP Scheme 2022 (the plan) and the Stock Option Agreement.

We enclose herewith Stock Option Agreement, in duplicate along with relevant enclosures. The details of grant viz. Number of options, Exercise price, Vesting schedules etc. can be found in the Notice of Stock Option grant which is part of the Stock option Agreement.

You may contact the HR department for any clarifications in this regard.

Wishing you a long and fruitful association with MosChip.

with warm regards

For MosChip Technologies Limited

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Jayaram Susarla  
Chief Financial Officer

Encl: As above

### **STOCK OPTION AGREEMENT**

(Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meaning in this Option Agreement)

#### **Terms & Conditions:**

##### **Preamble:**

MosChip Technologies Limited, hereby grants to Venkata Narasimha Rao the Optionee named in the Notice of Grant attached as **Exhibit-A**, to this Agreement ('the Optionee') an option ('the option') to purchase the number of Equity Shares at the exercise price per share as set forth in the Notice of Grant ('the Exercise Price'), subject to the terms and conditions of the Plan as mentioned below:

##### **Covenants:**

- **Right to Exercise:** The Optionee is hereby given the right to exercise the Option in accordance with the vesting schedule set out in the Notice of Grant and the applicable provisions of the ESOP Scheme 2022(the Plan) and this Option Agreement.
- **Method of Exercise:** The Option is exercisable by delivery of an Exercise Letter (Form EL), such Exercise letter shall state the intention of the Optionee to exercise the Option, the number of Equity Shares in respect of which the Option is being exercised (the 'Exercised Equity Shares'), and such other representations and warranties as may be required pursuant to the provisions of the Plan. The Exercise Letter shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Equity Shares. The Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Letter accompanied by such aggregate Exercise Price.
- **Allotment of Exercised Shares:** On receipt of such Exercise Letter from the Optionee, MosChip shall take necessary steps as per the applicable provisions of law on the date of exercise of Options, for allotting the Exercised Equity Shares to the Optionee by the appropriate authority within such time as may be administratively permissible.
- **Termination period:** The option that is vested may be exercised within one month after the Optionee ceases to be an employee and upon the death of the Optionee, while in employment, all the options granted to him till such date shall vest in the legal heirs or nominees of the deceased employee and shall be exercised within 90 (ninety) days thereof.
- In case the employee suffers a permanent incapacity while in employment, all the options granted to him as on the date of permanent incapacitation, shall vest in him on that day and shall be exercised within 6 (Six) months thereof.
- **Method of payment:** Payment of the aggregate Exercise Price for the number of shares opted for exercise shall be by cheque or Demand Draft payable at Hyderabad only in favour "MOSCHIP TECHNOLOGIES LIMITED" or NEFT/RTGS payment to MosChip account. Equity shares will be allotted upon realization of cheque/DD.

- **Non-Transferability of Option:** The Option shall not be transferable to any person. No person other than the Optionee to whom the option is granted shall be entitled to exercise the option unless otherwise mentioned in this agreement. The option granted to the Optionee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors, nominees and assignees of the Optionee.
- **Term of Option:** The Option shall be exercised only within the term set out in the Notice of Grant, and shall be exercised during such term only in accordance with the Plan and the terms of this Option Agreement
- **Other terms of the Option Agreement:**
  1. The optionee agrees that MosChip shall, at all times, have the first lien on all such shares forming the subject matter of this agreement, to recover any amounts, of any nature whatsoever, payable by the Optionee either to MosChip or any statutory authority in discharge of any obligation in regard to the Plan.
  2. The Optionee agrees that the Plan shall not form part of any contract of employment between MosChip and the Optionee and she/he shall never be entitled to the same by way of right. The rights and obligations of the Optionee under the contract of employment shall not be affected by her/his participation in the Plan.
  3. It is also agreed that the Plan shall not afford the Optionee any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
  4. The Optionee agrees that MosChip has not guaranteed any return to the Optionee on the securities envisioned under this agreement. Any loss due to fluctuation in the market price of the security including the shortfall in the expectations or projections and the risks associated with such securities are that of the Optionee alone.
  5. The Optionee hereby acknowledges that she/he has read the terms and conditions of the Plan and this agreement. The Optionee acknowledges that she/he has reviewed the Plan and this Option Agreement in its entirety, and fully understood all provisions of the Plan and the Option Agreement and has agreed to the same.
- **Conflict of Plans and Option Agreement:** In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan shall prevail.
- **No guarantee for continuation of employment:** The Optionee acknowledges and agrees that the vesting of equity shares pursuant to the vesting schedule hereof is earned only by continuing as an employee at the will of the company and not through the act of being hired. The Optionee further acknowledges and agrees that this agreement, the transactions contemplated hereunder and the vesting schedule set-forth herein do not constitute an express or implied promise of continued engagement as an employee for the vesting period or for any period, and shall not interfere with the Optionee's right or MosChip's right to terminate Optionee's relationship as an employee at any time, with or without cause.

- **Dispute resolution:** All disputes and claims arising under this Agreement and/or under the MosChip Stock Option Plans shall be referred to the sole arbitration of the Senior executive as nominated by the management of the company for this purpose and shall be in accordance with the Indian arbitration laws as prevailing at that time. The jurisdiction is restricted to the appropriate Courts in Hyderabad only.
- **Notices:** All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given if given at the respective addresses of the parties mentioned elsewhere in this agreement.
- **Damages:** Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquake, explosions, acts of God or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body.
- **Contravention of Securities Laws:** The Optionee is being informed that provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015 and SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and any amendments thereto from time to time are applicable to whoever deals with the MosChip shares. The Optionee is solely responsible for any contravention of the above regulations. These regulations can be accessed at [www.sebi.gov.in](http://www.sebi.gov.in)

In case there is any change in the address of the Optionee, same shall be communicated in writing to MosChip immediately.

In witness whereof, the Optionee and MosChip have set their hands to the Agreement to be effective from the date of grant.

OPTIONEE

for MOSCHIP

Signature: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

**Address:**



Signature \_\_\_\_\_

Name: Jayaram Susarla

Title: Chief Financial Officer

Date: 28<sup>th</sup> October, 2022

E-Mail address:

**EXHIBIT-A****Notice of Stock Option Grant**

Name : Venkata Narasimha Rao

Emp ID : 1562

You are one of the identified eligible employees of our company to the benefits of ESOP Scheme 2022 (the Plan).

MosChip is pleased to grant you an option to purchase Equity Shares of the company, subject to the terms and conditions of the Plan and this Option Agreement.

a) Grant Date : 25<sup>th</sup> October, 2022

b) Exercise Price per share : Rs. 40 /-

c) Total Number of shares granted vide this option : 1400

d) Vesting Schedule:

Date of vesting	No. of shares	Exercise Period		Amount payable on Exercise (In Indian Rupees)
		From	To	
25/10/2023	350	25/10/2023	25/10/2027	14000
25/10/2024	350	25/10/2024	25/10/2028	14000
25/10/2025	350	25/10/2025	25/10/2029	14000
25/10/2026	350	25/10/2026	25/10/2030	14000
TOTAL	1400			56000

for MosChip Technologies Limited.

Signature: \_\_\_\_\_

Name:



\_\_\_\_\_  
Jayaram Susarla  
Chief Financial Officer