

**PERFIOS EMPLOYEES STOCK OPTION PLAN 2022/A**  
**NOTICE OF GRANT OF STOCK OPTION**

Notice is hereby given of the following stock option grant (the "Option") to purchase Equity Shares of Perfios Software Solutions Private Limited ("Perfios"), a company incorporated in the state of Karnataka, India:

1	Optionee	<b>Sagar Ramchandra Shinde</b>
2	Grant date	<b>01<sup>st</sup> October, 2022</b>
3	Vesting Commencement Date	<b>01<sup>st</sup> October, 2022</b>
4	Par Value of equity shares	<b>₹ 1</b>
5	Number of optioned equity shares	<b>1,209</b>
6	Price per optioned equity share	<b>₹ 1261</b>
7	Vesting schedule	(1) 25% of the optioned equity shares at the end of one year from Vesting Commencement Date (2) Thereafter, 1/48 <sup>th</sup> of the optioned equity shares for each completed month over thirty-six months.
6	Expiration date	As per Perfios ESOP 2022/A

The Optionee acknowledges the receipt of a copy of the Plan and that it has been fully read and that the Optionee fully understands that the Option is granted to and in accordance with the express terms and conditions of Perfios Employees Stock Option Plan 2022/A (the "Plan"). The Optionee agrees to be bound by the terms and conditions of the Plan and terms and conditions of the Options as set forth in the Stock Option Agreement attached hereto.

For Perfios Software Solutions Private Limited

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**V.R. Govindarajan**

Chairman

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**Sagar Ramchandra Shinde**

Optionee

## STOCK OPTION AGREEMENT

This agreement made and entered into on this the **01<sup>st</sup> October, 2022** by and between **Perfios Software Solutions Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and having its office at 66/5-25, 5th Floor, Indique, HM Vibha Building, Hosur Road, Above Star Bazaar, Adugodi, Bangalore – 560030 represented by Mr. V.R.Govindarajan, Chairman, hereinafter referred to as "**Perfios**" which expression shall mean and include where the context so requires or admits its permissible successors and assigns of the ONE PART;

### AND

**Sagar Ramchandra Shinde**, S/o Ramchandra Jagannath Shinde, aged about 33 years and residing at F1, Ganarya Plaza, Sapana nagar, Bhusawal, Maharashtra-41201, hereinafter referred to as the "**OPTIONEE**" which expression shall mean and include here the context so requires or admits his/her legal heirs, administrators, representatives and executors of the OTHER PART;

Whereas *Perfios* is engaged in the business of providing personal finance software solutions to banks, non-banking financial companies, digital lenders and financial institutions in India and international markets;

Whereas the Optionee has been employed with Karza Technologies Private Limited, referred to as "**Karza**", a wholly owned subsidiary of *Perfios* from **12/24/2018** and is currently serving as Senior Engineer, Big Data Systems;

Whereas with a view to encourage ownership of *Perfios*' equity by employees of *Perfios* and its subsidiary corporations, Perfios Stock Option Plan 2022/A (the "Plan") has been evolved by the Board of Directors of *Perfios* whereby an option can be given to eligible individuals to acquire equity shares of *Perfios*;

Whereas *Perfios* has formed a Stock Option Committee (the "Committee") for administering the Plan;

Whereas *Perfios* is desirous of extending the benefits of the Plan to the Optionee, and Whereas the parties deem it necessary to record in writing the terms and conditions of acquisition of 'Options' by the Optionee pursuant to the Plan evolved by *Perfios*;

**HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. GRANT OF OPTION**

*Perfios* has given stock option grant in respect of **1,209** Equity Shares at an exercise price of **₹ 1261/-** per equity share specified in the Notice of Grant of Option annexed hereto, which the Optionee hereby accepts.

**2. TERMS AND CONDITIONS OF OPTIONS**

**2.1 OPTION PRICE-** The option price per equity share of *Perfios* fixed by the Committee is set forth in the Notice of Grant ("Notice"). The committee with the prior approval of the Board can lower the option price per equity share. In no event, however, shall the option price per equity share be less than the par value of such equity shares.

The option price shall become immediately due on the exercise date of the option and, shall be payable to the order of *Perfios* or in such other consideration as the committee deems appropriate, including a combination of cash and such other consideration having a fair market value, as so determined, equal to the purchase price. For this purpose, exercise date shall be the date on which written notice of the option exercise is delivered to *Perfios* by the Optionee.

**2.2 TERM OF VESTING** - Each option shall become vested at such time or times as set forth in the Notice, which is annexed hereto.

**2.3 TERM OF EXERCISE-** Each option shall be exercisable as determined by the Committee and set forth in the Notice. The option shall be exercised only by the Optionee and shall not be assigned or transferred by the Optionee otherwise than by will or by the laws of succession and distribution following the Optionee's death.

**2.4 PERIOD OF EXPIRATION** - Each vested option needs to be exercised on or before the expiration date ("Expiration Date") as specified in the Notice, after which the vested option shall lapse automatically. In case of cessation of service of the Optionee, the Expiration Date will be decided as per the clause 2.5.

**2.5 Payment in lieu of cancellation of Options** – The Board may, at its discretion, opt to cancel the Options and pay money of an amount equal to the fair market value

of the shares which would be issued and allotted had the canceled Option been exercised by the Optionee, and for this purpose, the fair market value of the relevant shares shall be as determined by the Board of Directors of Perfios, from time to time.

**2.6 CESSATION OF SERVICE** - Upon termination of service of the Optionee with Karza, the Option may be exercised within six months from the date of termination of service, to the extent the Optionee would have been entitled to do so on the date of such termination of service, but in no event later than the Expiration Date. Further upon such termination, options that shall become due as per the Vesting Schedule in the Notice from the date of termination of service will automatically lapse and the Agreement will cease to be operative in respect of entitlements that are going to accrue in the future; however, the Optionee shall have the right to retain the equity shares allotted to him/her on the basis of options already exercised up to that date.

In the event of the Optionee ceasing to be associated with *Perfios* or its subsidiary corporations due to severance of relationship on account of dishonorable discharge, dismissal on disciplinary grounds, or upon joining or associating with a competitor or on account of fraud or willful misconduct that has resulted, or is likely to result, in material damage to *Perfios* or its subsidiary corporations, the Optionee shall lose the entitlement to acquire *Perfios'* equity shares.

Till such time *Perfios'* equity shares are not listed in any of the stock exchanges, the Promoters of *Perfios* shall have the right of first refusal to acquire all the equity shares acquired by an Optionee pursuant to exercise of stock option grants at the time of termination of service. For this purpose, the price at which the equity shares would be sold shall be arrived based on valuation by an independent professional agency that is acceptable to the Company and the Optionee concerned.

**2.7 NO RIGHTS AS STOCKHOLDER.** - The Optionee shall not have any rights as a shareholder with respect to any shares subject to an Option prior to the date of exercise and consequent issuance of a certificate for such shares.

**2.8 TAX LIABILITY-** In the event of any tax liability arising on account of grant/vesting/exercise of Options under the Plan, the liability will be that of the Optionee alone.

In the event of any tax liability arising on account of the Plan, the Board shall have the right to cause the shares held by the Optionee to be sold or otherwise alienated to meet the liability, on behalf of the Optionee. In the event of the Board opting for cancelation of the Options and payment in lieu of canceled Options as provided in sub-

clause 2.5 above, the Company shall deduct income tax at source and only the net amount of the monies shall stand payable to the Optionee.

**2.9 CONFIDENTIALITY** - The Optionee shall not divulge the details of the Plan to any person except with the prior permission of the Committee.

The Optionee shall enter into such agreement, as *Perfios* may desire from time to time to implement the Plan more fully and effectively.

### **3. ADJUSTMENT**

In the event of any change in the structure of the equity capital of *Perfios* by reason of issue of bonus shares, re-organization, consolidation, split-up, combination or exchange of shares, or of any similar change affecting the structure of the share capital of *Perfios*, then the number and kind of shares subject to this option and the option price shall be adjusted appropriately consistent with such change in such manner as *Perfios* shall reasonably deem equitable. In the event of a "Corporate Transaction" viz. - merger or consolidation in which *Perfios* is not the surviving entity; or any takeover in which *Perfios* is a surviving entity but in which *Perfios'* issued and subscribed equity shares are transferred to the acquiring entity then each outstanding option under the plan shall terminate upon the consummation of such merger/consolidation/take over and cease to be exercisable unless assumed by the successor.

Each outstanding option which is assumed in connection with the Corporate Transaction or is otherwise to continue in effect shall be appropriately adjusted, immediately after such Corporate Transaction, to apply and pertain to the number and class of equity shares which would have been issuable in consummation of such Corporate Transaction, to an actual holder of the same number of shares of equity capital as are subject to such option immediately prior to such Corporate Transaction. Appropriate adjustments shall also be made to the option price payable per equity share, provided the aggregate option price payable for such equity shares shall remain the same. In addition, the class and number of equity shares available for issuance under the Plan following the consummation of the Corporate Transaction shall be appropriately adjusted. The grant of options under the Plan shall in no way affect the right of *Perfios* to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

#### **4. CANCELLATIONS AND RE-GRANT OF OPTIONS**

The Committee shall have the authority to effect, at any time and from time to time, with the consent of the affected Optionees the cancellation of any or all outstanding options under the Plan and to:

- a. grant in substitution new options under the Plan covering the same or different numbers of equity shares but having an option price per share of not less than the par value of such class of equity shares. The Committee shall consider, in the case of each substitute grant, whether and the extent to which the Vesting Schedule related to the exercisability of the substitute option should extend beyond the schedule for the cancelled option; or
- b. pay monies of an amount equal to the fair market value of the shares which would be issued and allotted had the canceled Option been exercised by the Optionee.

#### **5. EXTENSION OF EXERCISE PERIOD**

The Committee shall have full power and authority to extend the period for which any option granted under this Plan, as the Committee may deem appropriate.

#### **6. INDEMNITY**

The Optionee agrees to indemnify *Perfios* against any loss that the company may suffer on account of misrepresentation or fraud attributable to the Employee. This agreement and the Plan thereto shall stand terminated, with respect to such employee and clause 2.4 shall be applicable.

#### **7. AMENDMENTS AND DISCONTINUANCE**

*Perfios* shall have complete and exclusive power and authority to amend or modify the Plan in any or all respects whatsoever. However, no such amendment or modification may adversely affect the rights and obligations of the Optionee with respect to options outstanding at the relevant time under the Plan.

#### **8. RESTRICTIONS ON DISPOSITION OF SHARES**

The Committee shall have the right to nominate a purchaser on resale of shares acquired by exercise of an Option upon vesting and each share certificate shall bear a legend to that effect. All certificates for shares delivered under the plan shall also be subject to stop-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities Exchange Board of India, any stock exchange upon which the shares are then listed, and the Committee may cause a legend to be placed on such certificates to make appropriate reference to such restrictions. However, upon *Perfios* equity shares being

listed in a recognized stock exchange in India, the Board may determine that the application of the fore-going restrictions is no longer required or desirable.

#### **9. NO RIGHT TO CONTINUED EMPLOYMENT/SERVICE**

This scheme shall not form part of any contract of employment between the company and the employee. The rights and obligations of any individual under the terms of his/her office or employment with the company shall not be affected by his/her participation in this scheme or any right, which he may have to participate in it. Nothing in this scheme shall be construed as affording such an individual any additional rights as to compensation or damages in consequence of the termination of such office or employment for any reason. This scheme shall not confer on any person any legal or equitable rights against the company either directly or indirectly or give rise to any cause of action in law or equity against the company. This scheme is purely at the discretion of the company.

#### **10. INVESTMENT RISKS**

Participation in the plan shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the market price of the equity and the risks associated with the investment are that of the Optionee alone.

#### **11. STATUTORY APPROVALS**

The Plan is subject to all applicable laws, rules, regulations and approvals by any governmental agencies as may be required. The grant of options under this Plan shall entitle *Perfios* to require the Optionee to comply with such requirements of law as may be necessary in the opinion of *Perfios*. The implementation of the Plan, the granting of any option under the Plan and the issuance of equity shares in *Perfios* upon the exercise of the option grants made hereunder shall be subject to *Perfios'* procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, options granted under it, and equity shares issued pursuant to it.

#### **12. PLAN**

The **PERFIOS EMPLOYEE STOCK OPTION PLAN 2022/A**, a copy of which is annexed hereto shall form part of this Agreement and all references to the term 'the Plan' appearing herein shall refer to this.

### **13. NOTICES**

Notice to be given by one of the parties to the other party shall be delivered to the address mentioned in this Agreement, subject to the right of either party to designate in writing at any time some other address.

### **14. COUNTERPARTS**

This Agreement has been executed in two sets for the benefit of both parties, and each party shall be entitled to retain one set.

IN WITNESS WHEREOF the parties hereto have set their hands on the day, month and year first hereinabove mentioned.

Witnesses:

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**V.R. Govindarajan**

Chairman

Perfios Software Solutions Private Limited

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**Sagar Ramchandra Shinde**

Optionee