

**‘Manappuram Finance Limited – Employee Stock
Option Scheme 2025’
 (“ESOP 2025” or “Scheme”)**



Manappuram Finance Limited

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1. Name, Objective and Term of the Scheme

- 1.1 This Employee Stock Option Scheme shall be called the **‘Manappuram Finance Limited – Employee Stock Option Scheme 2025’** (“ESOP 2025” or “Scheme”).
- 1.2 The primary objectives of the Scheme are to reward the Employees for their association, dedication and contribution to the goals of the Company. The Company intends to use this Scheme to attract and retain the key talents by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views equity linked stock option scheme as a long-term incentive tool that would assist in aligning Employees’ interest with that of the shareholders while limiting the dilution in the shareholding and enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future.
- 1.3 The ESOP 2025 is established with effect from August 14, 2025, being the date on which it was approved by the shareholders of the Company through a special resolution at 33rd Annual General Meeting held on August 14, 2025. The ESOP 2025 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 Applicable Laws; or
 - (ii) the date on which all Options available for Grant under the ESOP 2025 have been granted and exercised or have lapsed and the Committee does not intend to re-issue / Grant such lapsed Options.

2. Definitions and Interpretation

2.1 Definitions

- i. **“Applicable Law”** 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 2025.
- 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 **‘Manappuram Finance Limited’**, a Company incorporated under the provisions of the Companies Act, 1956 and having Corporate Identification Number L65910KL1992PLC006623 and its registered office at W - 4/ 638 A, Manappuram House, Valapad, Thrissur, Chavakkad, Kerala, India – 680567.
- 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.

- vi. **“Director”** means a member of the Board of the Company.
- vii. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for granting Options to the Employees.
- viii. **“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/Director as defined in sub-clauses (a) and (b) of the Subsidiary Company, in India or outside India;

but does not include

 - a. an employee who is a Promoter or belongs to the Promoter Group;
 - b. a Director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the outstanding Shares of the Company;
 - c. an Independent Director of the Company or a Subsidiary Company.

- ix. **“Employee Stock Option”** means the 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.
- x. **“Exercise”** of Options means submission of duly executed exercise application form in all respects by the Option Grantee to the Company to acquire the Shares underlying the Vested Options, in accordance with the procedure laid down by the Company for Exercise of Options.
- xi. **“Exercise Period”** means such time period after each Vesting within which the Option Grantee should Exercise the Vested Options as set out in the Scheme.
- xii. **“Exercise Price”** means the price payable by the Option Grantee in order to Exercise the Vested Options in pursuance of the Scheme.
- xiii. **“Grant”** means the process by which the Company issues Options to the Employees under the Scheme.
- xiv. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Options to the Employees is approved or any such date after the date of the meeting of the Committee, which may be determined by the Committee as the Grant date.

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

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

- xvii. **“Merchant Banker”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, which is registered under Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- vii. **“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 after giving the Employee an opportunity of being heard:

- 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 of 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; or
- f) Any other terms and conditions as notified by the Committee from time to time.

xviii. **“Option”** means an Employee Stock Option individually or collectively, as the context may require within the meaning of the Scheme.

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

xx. **“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.

xxi. **“Promoter”** shall have the same meaning assigned to it under the ICDR Regulations.

xxii. **“Promoter Group”** shall have the same meaning assigned to it under the ICDR Regulations.

xxiii. **“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 Option Grantee.

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

xxv. **“Secretarial Auditor”** means a company secretary in practice appointed by a 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.

- xxvi. **“Shares”** means equity shares of face value of Rs. 2/- (Rupees Two only) each fully paid-up of the Company.
- xxvii. **“Stock Exchange”** means National Stock Exchange of India Limited or BSE Limited or any recognized other stock exchange in India on which the Company’s Shares are listed.
- xxviii. **“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.
- xxix. **“Unvested Option”** shall mean the Options for which the relevant Vesting Conditions have not been fulfilled, and as a result, the Option Grantee has not yet acquired the right to Exercise such Options.
- xxx. **“Vest”** or **“Vesting”** means satisfaction of the Vesting Conditions by the Option Grantee, which shall grant the Option Grantee the right to Exercise the Options granted to him in pursuance of the Scheme.
- xxxi. **“Vested Option”** means Options in respect of which the relevant Vesting Conditions have been satisfied, and as a result, the Option Grantee has acquired the right to Exercise such Options.
- xxxii. **“Vesting Conditions”** means relevant condition subject to which the Options granted would vest in the Option Grantee.
- xxxiii. **“Vesting Period”** means the period, during which the Vesting of the Options granted to the Option Grantee, in pursuance of the Scheme takes place.

2.2 Interpretation

In this ESOP 2025, 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 singular number include the plural and vice versa;
- d) words importing a gender include any other gender; and
- 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 while approving this ESOP 2025 by way of special resolution dated at 33rd Annual General Meeting of the Company dated August 14, 2025, have authorized the Committee to grant not exceeding 2,06,44,749 (Two Crore Six Lakh Forty-four Thousand Seven Hundred Forty-nine) Options to the eligible Employees under the ESOP 2025, from time to time, in one or more tranches, exercisable into not more than 2,06,44,749 (Two Crore Six Lakh Forty-four Thousand Seven Hundred Forty-nine) Shares, with each such Option conferring a right upon the Employees to receive one Share of the Company on Exercise, in accordance with the terms and conditions of the ESOP 2025.
- 3.2 The maximum number of Options 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 51,61,187 (Fifty-one Lakh Sixty-one Thousand One Hundred Eighty-seven) Options.
- 3.3 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options 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.
- 3.4 The maximum quantum of benefits contemplated under the Scheme are in terms of the maximum number of Options that may be granted to an eligible Employee as specified in Sub-clause 3.2 of the Scheme.
- 3.5 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.6 Where Shares are issued consequent upon Exercise of the Options under the ESOP 2025, the maximum number of Shares that can be issued under the ESOP 2025 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of such Shares issued.

- 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 ESOP 2025, the maximum number of Shares being granted under the ESOP 2025 as specified above shall stand modified accordingly, so as to ensure that the 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.
- 3.8 In the event of any corporate action (such as bonus issue, or merger or consolidation or other reorganization, reclassification or similar event in respect of the Share capital where the shareholders of the Company do not control such merged or consolidated entity), the Committee may at its discretion make suitable and necessary adjustments inter alia to the number of Options and / or Exercise Price, depending upon the circumstances, acting reasonably, in respect of Vested Options and Unvested Options. The Committee may adjust the number of Options and / or Exercise Price in such a manner that the total value of Options remains same after such corporate action.

4. Administration

- 4.1 The Scheme shall be administered by the Committee. 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 this Scheme. Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the Scheme. The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of the Scheme.
- 4.2 The Committee shall, in accordance with this Scheme and Applicable Laws, determine the following:
- i) The Eligibility Criteria for grant of Options to the Employees upon recommendation of the Management of the Company;
 - ii) The quantum of Options 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) Terms and conditions in respect of Grant, Vesting and Exercise of Options by the Employees which may be different for different Employees or classes thereof falling in the same tranche of Grant of Options under the Scheme;
 - iv) The Exercise Period within which the Employee should Exercise the Options and that Options would lapse on failure to Exercise the Options within the Exercise Period;
 - v) The right of the Option Grantee to Exercise all the Vested Options 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 in the event of cessation or 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 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 shall be adjusted in a manner such that total value of the Options remains the same after the corporate action; and
 - b) 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.
- viii) The procedure and terms for the Grant, Vesting and Exercise of Options in case of Employees who are on long leave;
- ix) The conditions under which Options shall vest and be exercised in case of suspension of employment for alleged Misconduct;
- x) determine the treatment of the Options 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) the procedure for buy-back of specified securities 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 specified securities that the Company may buy-back in a financial year.

‘specified securities’ means as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018.
- xiii) the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and
- xiv) approve forms, writings and/or agreements for use in pursuance of the Scheme; and
- xv) to deal with all incidental and related matters in connection with the items (i) to (xiv) above and otherwise to ensure compliance with the requirements of Applicable Laws.

- 4.3 The Company 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 Employee.
- 4.4 The Committee shall have a right to delegate or authorize any officer of the Company, if required and subject to the extent allowed under the Applicable Laws, such power to do specific acts and things without limitation to the listing of Shares on recognized Stock Exchange(s) arising pursuant to Exercise of Vested Options, execution and submission of various document(s) to recognized Stock Exchange(s) or any other institution as may be deemed necessary in connection with the ESOP 2025.

5. Eligibility and Applicability

- 5.1 Only Employees within the meaning of ESOP 2025 are eligible for being granted Options. The specific Employees to whom the Options would be granted, and their Eligibility Criteria shall be determined by the Committee upon recommendation of the Management of the Company.
- 5.2 The broad criteria for appraisal and selection may include parameters like grade, criticality, skills, potential contribution, 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 to any eligible Employee(s) of any Subsidiary(ies), 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 This Scheme shall be applicable to:
- i. the Company (including any successor company thereof), its Employees; and
 - ii. the Subsidiary and their employees/ directors, to the extent any of them covered as "Employees" under the Scheme. To this extent, where the context so requires, the term 'Company' shall include Subsidiary Company(ies), as applicable.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (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.
- (b) Each Grant under the Scheme shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a letter of Grant as may

be approved under the Scheme from time to time, and disclosure requirements, as prescribed under Applicable Laws.

6.2 Acceptance of the Grant

- (a) Any Employee who intends to accept the Grant made under the Scheme must submit a duly signed acceptance of the letter of Grant 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 letter of Grant (“**Closing Date**”), which shall not be later than 30 days from the date of the Grant. Upon the Company’s receipt of the signed acceptance, the Employee shall be formally recognized as the Option Grantee under the Scheme. The Option Grantee’s acceptance of the Grant under ESOP 2025 shall constitute an agreement between the Option Grantee and the Company.
- (b) Any Employee who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above shall be deemed to have rejected the Grant, unless the Committee determines otherwise.
- (c) No amount is payable by the Option Grantee at the time of Grant and until Exercise of Vested Options.

7. Vesting Schedule and Conditions

- 7.1 The Options granted under the Scheme would Vest not earlier than the minimum Vesting Period of **1 (One)** year and not later than the maximum Vesting Period of **5 (Five)** years from the Grant Date. The Committee subject to minimum and maximum ceiling of Vesting Period as set out herein, shall have the power to prescribe the vesting schedule for a particular Grant.

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 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 SBEB Regulations.

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

Provided further that in case of Retirement, all the Unvested Options as on the date of Retirement would continue to Vest in accordance with the original vesting schedule provided for in the letter of Grant, 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 The Vesting of Options shall be contingent upon the Employee's continued employment/ service with the Company or Subsidiary, as the case may be. In addition, the Committee, in its sole discretion, may impose specific performance criteria, the satisfaction of which shall be required for the Options to Vest. The Committee shall have the authority to determine the performance parameters applicable to an Employee or a class of Employees, based on their respective roles, and to assign relative weightages to each parameter as it deems appropriate.
- 7.3 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the letter of Grant given to the Employee at the time of Grant.
- 7.4 The Option Grantee who has tendered his/her resignation and is serving the notice period after resignation, such notice period shall not be considered for Vesting and all the Unvested Options as on date of resignation shall be cancelled forthwith. Further, the Option 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 in the table given in Sub-clause 8.2(c) of the Scheme shall apply.
- 7.5 **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 the Employee 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 Price and Exercise Period

8.1 Exercise Price:

- (i) The Exercise Price per Option shall be determined by the Committee subject to a maximum discount of up to 20% on the Market Price of the Shares on the date of Grant. However, the Exercise Price per Option shall not be less than the face value of the Share of the Company.
- (ii) The specific Exercise Price shall be intimated to the Option Grantee in the Grant letter at the time of Grant.
- (iii) Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn or by any electronic mode in favour of the Company or in such other manner as the Committee may decide from time to time.

8.2 Exercise Period

- (a) The Exercise Period for Vested Options shall be a maximum of **5 (Five)** 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, and set out in the letter 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 communicated to the Option Grantee. Provided that in case of cessation of employment / engagement with the Company (including a Subsidiary), the Exercise Period shall be as set out in Clause 8.2(c) below.
- (b) All the Vested Options can be exercised by the Option 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 shall be as follows:

S. No.	Separations	Vested Options	Unvested Options
1.	While in employment/ Service	All the Vested Options shall be exercisable by the Option Grantee within the Exercise Period.	All the Unvested Options 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 as on date of resignation or termination notice shall be exercisable by the Option Grantee on or before last working day or before the expiry of the Exercise Period, whichever is earlier.	All the Unvested Options as on the date of resignation / termination notice shall stand cancelled with effect from such date of resignation / termination notice.
3.	Termination due to Misconduct	All the Vested Options at the time of such termination notice shall stand cancelled with effect from the date of such termination notice.	All the Unvested Options at the time of such termination notice shall stand cancelled with effect from the date of such termination notice.
4.	Retirement	All the Vested Options as on date of Retirement shall be exercisable within 12 (Twelve) months from the date of Retirement or Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the original vesting schedules provided in the letter of Grant, even after the Retirement, unless otherwise determined by the Committee, in accordance

			with the Company's policies, if any, and provisions of the then prevailing Applicable Law. Such aforesaid Vested Options, if any, can be exercised within a period of 12 (Twelve) months from the date of such Vesting.
5.	Death	All the Vested Options as on date of death shall be exercisable by the legal heir/ nominee of such deceased Option Grantee within 12 (Twelve) months from the date of Death of the Option Grantee or the Exercise Period, whichever is earlier. Provided that, if the Committee approves the extension of the Exercise Period in accordance with Clause 8.2 (a) above, the Vested Options shall be Exercised within such additional period.	All the Unvested Options as on date of death shall vest immediately in the Option Grantee's nominee or legal heir and can be exercisable within a period of 12 (Twelve) months from the date of such Vesting or the Exercise Period, whichever is earlier.
6.	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee within 12 (Twelve) months from the date of the Permanent Incapacity or the Exercise Period, whichever is earlier. Provided that, if the Committee approves the extension of the Exercise Period in accordance with Clause 8.2 (a) above, the Vested Options shall be Exercised within such additional period.	All the Unvested Options as on date of incurring such Permanent Incapacity shall vest immediately with effect from such event to the Option Grantee and can be exercisable within a period of 12 (Twelve) months from the date of such Vesting or the Exercise Period, whichever is earlier.
7.	Transfer / deputation to/ from Subsidiary Company	Exercise Period to remain the same as per the terms of the Grant.	Vesting schedule and Exercise Period to remain same as per the terms of the Grant.

		In case of subsequent separation, treatment of Options shall be as per the applicable circumstance mentioned in this table.	In case of subsequent separation, treatment of Options shall be as per the applicable circumstance mentioned in this table.
8.	Any other reason (including any breach of post employment obligations as set out in the Company Policies/ Terms of Employment)	The 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.	All Unvested Options on the date of such termination shall stand cancelled .

8.3 The Options shall be deemed to have been exercised when the Option Grantee makes an application in writing complete in all respect to the Company or by any other means as decided by the Committee, and pays the Exercise Price and applicable taxes, for issue of Shares of the Company against the Vested Options.

8.4 Lapse of Options

The Options not exercised within the Exercise Period shall lapse and be cancelled. The Option Grantee shall have no right over lapsed or cancelled Options.

9. Lock-in

The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment of such Shares under ESOP 2025.

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

10. Exit route in case of de-listing

If the Company gets de-listed from all the recognized Stock Exchanges, then the Board or Committee as authorized by the Board shall have the powers to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance of the Applicable Laws.

11. Restriction on transfer of Options

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

11.2 The Options shall not be transferable to any person, except in the event of death of the Option Grantee in which case clause 8.2(c) would apply as to transmission of any rights of the deceased Grantee.

11.3 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 such Grantee, in which case provisions of table under Sub-clause 8.2(c) would apply.

12. Rights as a shareholder

12.1 The Option Grantee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholder in respect of Options granted, till Shares underlying such Options are allotted on Exercise of such Options.

12.2 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 unless the Option Grantee exercises the Options and becomes a registered holder of the Shares of the Company. However, the necessary adjustments to the number of Options or Stock Options and/ or the Exercise Price or both would be made in accordance with sub-clause 4.2(vii) of the Scheme.

13. Taxation

13.1 The liability of paying taxes, if any, in respect of Options 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 the Option Grantee while in employment) and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to the Option Grantee working abroad, if any.

13.2 The Company shall have the right to deduct from the Option Grantee's salary or recover separately, any of the Option Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

13.3 The Company shall have no obligation to deliver or credit the Shares until tax obligations, if any, have been satisfied by the Option Grantee.

14. Authority to vary terms

14.1 For the purpose of efficient implementation and administration of the ESOP 2025 and with the prior approval of the shareholders' of the Company by way of a special resolution, the Committee may revise the terms of the ESOP 2025 and/ or terms of the Options already granted under the ESOP 2025 subject to the condition that such amendment, alteration, or variation, as the case may be, is not detrimental to the interest of the Option Grantee(s).

Provided that the Committee shall be entitled to vary the terms of the ESOP 2025 to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

- 14.2 The Company may also re-price the Options which are not exercised, whether or not they have vested, if the ESOP 2025 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 Option Grantee and prior approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

15. Miscellaneous

15.1 Regulations

This ESOP 2025 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, approvals from governmental authorities, if any, and to the extent required and the articles of the association of the Company.

15.2 Inability to obtain approval

The inability of the Company to obtain approval 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 Grant the Options or issue Shares.

- 15.3 Neither the existence of this ESOP 2025 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 ESOP 2025 or any future Scheme(s) by being granted Options on any other occasion.

- 15.4 The rights granted to the Option Grantee upon the Grant shall not accord 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).

- 15.5 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 the Options in whole or in part.

15.6 General Risks

Participation in the ESOP 2025 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.

16. 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.

17. 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 ESOP 2025 has been implemented in accordance with the SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

18. Governing Laws

- 18.1 The terms and conditions of ESOP 2025 shall be governed by and construed in accordance with the Applicable Laws including the foreign exchange laws mentioned below:

Foreign Exchange Laws

In case any Options 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 and Exercise of Options.

19. Notices

- 19.1 All notices of communication required to be given by the Company to the Option Grantee by virtue of this ESOP 2025 shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the last known address of the Option Grantee available in the records of the Company; or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
- iii. 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.

- 19.2 Any communication to be given by the Option Grantee to the Company in respect of ESOP 2025 shall be sent to the person at the address mentioned below:

Designation : CS. Manoj Kumar, Company Secretary & Compliance Officer

Address : W - 4/ 638 A, Manappuram House, Valapad, Thrissur, Chavakkad, Kerala, India – 680567

Email id : cosecretary@manappuram.com with CC: cs@manappuram.com

20. Applicability of Malus / Claw-back

The benefits under the Scheme to be accrued and / or availed under the Scheme shall be subject to Malus / Claw-back provisions as per the Company Policies/ Terms of Employment read with relevant regulatory guidelines as per Applicable Laws as amended from time to time.

21. Governing Law and Dispute Resolution

- 21.1 The terms and conditions of the Scheme shall be governed by and construed in accordance with the laws of India.
- 21.2 Any question or dispute arising out of or in any way connected with this Scheme shall be referred to the Committee.
- 21.3 The Courts at Kerala shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2025.
- 21.4 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2025:
- (i) in any other court of competent jurisdiction; or
 - (ii) concurrently in more than one jurisdiction

22. Nomination

The Employee has to nominate a person as his/her nominee. The nominee in case of death or Permanent 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 ESOP 2025.

23. Listing of the Shares

- 23.1 The Company shall not Grant Options under ESOP 2025 unless it obtains in-principle approval from the Stock Exchanges. The Company shall appoint a Merchant Banker for the implementation of the ESOP 2025 upto in-principle approval from the Stock Exchanges.
- 23.2 Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise shall be listed on the recognized Stock Exchange(s).

24. Severability

In the event any one or more of the provisions contained in this ESOP 2025 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 2025, but this Scheme shall be construed as if such invalid, illegal or unenforceable provision

had never been set forth herein, and the ESOP 2025 shall be carried out as nearly as possible according to its original terms and intent.

25. Confidentiality

25.1 The Option Grantee must keep the details of the ESOP 2025 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 the Option Grantee is found in breach of this Confidentiality Clause, the Company shall have undisputed right to terminate any agreement for Grant and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality requirement shall be final, binding and cannot be questioned by the Option Grantee. In case of non-adherence to the provisions of this clause, the Committee will have the authority to deal with such cases as it may deem fit.

25.2 On acceptance of the Grant offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the ESOP 2025 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. In case the Option Grantee intends to withdraw this deemed authorization by withdrawing from the Grant, he/ she can do so with express communication to the Company.

26. Co-operation

The Option Grantee shall be required to execute and deliver, to the Company, all documentation as may be necessary (i) for the exercise of the Options; and (ii) to enforce the rights and obligations of the Option Grantee under the articles of association of the Company as a shareholder post exercise of the Options by the Option Grantee. Such documentation may include, *inter alia*, a shareholders' agreement to be executed by the minority shareholders of the Company and an irrevocable power of attorney (including in favour of the Company or a nominee in connection with exercise and sale of the Options), deed of adherence, etc.

-----End of ESOP 2025-----