

CHEMCRUX ENTERPRISES LIMITED

Chemcrux Enterprises Employee Stock Option Scheme 2025 ("ESOP 2025" / "Scheme")



TABLE OF CONTENTS

1. NAME, OBJECTIVE AND TERM OF THE SCHEME	1
2. DEFINITIONS AND INTERPRETATION	1
3. AUTHORITY AND CEILING	5
4. ADMINISTRATION	6
5. ELIGIBILITY AND APPLICABILITY	8
6. GRANT AND ACCEPTANCE OF GRANT	8
7. VESTING SCHEDULE AND VESTING CONDITIONS	8
8. EXERCISE	10
9. LOCK-IN	12
10. EXIT ROUTE IN CASE OF DE-LISTING	12
11. RESTRICTION ON TRANSFER OF OPTIONS	12
12. RIGHTS AS A SHAREHOLDER	12
13. DEDUCTION / RECOVERY OF TAX	12
14. AUTHORITY TO VARY TERMS	13
15. MISCELLANEOUS	13
16. ACCOUNTING AND DISCLOSURES	14
17. CERTIFICATE FROM SECRETARIAL AUDITORS	14
18. GOVERNING LAWS	14
19. NOTICES	14
20. NOMINATION	15
21. JURISDICTION	15
22. LISTING OF THE SHARES	15
23. SEVERABILITY	15
24. CONFIDENTIALITY	16



1. Name, Objective and Term of the Scheme

This Employee Stock Option Scheme shall be termed as 'Chemcrux Enterprises Employee Stock Option Scheme 2025' ("ESOP 2025" / "Scheme").

The ESOP 2025 has been adopted and approved pursuant to:

- (a) a resolution of the Committee (defined hereinafter) at its meeting held on 06th August 2025; and
- (b) a resolution of the Board of Directors at its meeting held on 06th August 2025

The ESOP 2025 has also received the approval of the shareholders of the Company pursuant to special resolution passed at the Annual Generale Meeting held on 24th September 2025.

The ESOP 2025 shall be effective from the date of passing of resolution by shareholders.

The Scheme shall continue to be in force until (i) its termination by the Board or Committee as per provisions of applicable laws, or (ii) the date on which all of the Options available for Grant under the Scheme have been issued and exercised, whichever is earlier.

The main objectives of the Scheme are:

- i. to recognize and reward the efforts of employees and their continued association with the Company and subsidiary companies, associate companies, joint ventures and group companies of the Company, in India or outside India;
- ii. to attract and retain talent and as well as to motivate the employees to contribute to its growth and profitability;
- iii. to achieve sustained growth of the Company and create shareholder value by aligning the interests of the employees with the long term interests of the Company.

The Company believes that, the presence of a long term incentive plan and the resulting employee ownership can facilitate a performance driven culture and contribute to the success of the Company.

2. Definitions and Interpretation

Definitions

- i. **"Applicable Law"** means every law relating to employee stock options by whatever name called, including and without limitation to the Companies Act, 2013 and the rules framed thereunder, Securities and Exchange Board of India Act, 1992, Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 ("SBEB & SE Regulations") and includes any statutory modifications or re-enactments thereof and all relevant tax, securities, foreign exchange or corporate laws of India or of any relevant jurisdiction or of any recognized Stock Exchange on which the Shares are listed or quoted.
- ii. **"Board"** means the Board of Directors of the Company, which includes any committee authorised by the Board of Directors in this behalf.
- iii. **"Committee"** means the Nomination and Remuneration Committee (which is designated as the Compensation Committee) constituted by the Board from time to time, to administer and supervise the Scheme and other employee benefit schemes, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange



CHEMCRUX ENTERPRISES LIMITED – ESOP 2025 / SCHEME

Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and (“**Listing Regulations**”) and the Companies Act, 2013, as amended from time to time and having such powers as specified under the SBEB & SE Regulations read with powers specified in this Scheme.

- iv. “**Companies Act**” means the Companies Act, 2013, read with rules issued thereunder from time to time, and includes any statutory modifications or re-enactments thereof.
- v. “**Company**” means ‘Chemcrux Enterprises Limited’, a company registered in India under the provisions of the Companies Act, 1956, having CIN:**L01110GJ1996PLC029329**, and having its registered office at **330, TRIVIA Complex, Natubhai Circle, Racecourse, Vadodara- 390007**, Gujarat, India and, where the context requires, its subsidiary companies, associate companies, joint ventures and group companies of the Company, in India or outside India.
- vi. “**Company Policies/Terms of Employment**” means the Company’s Policies for Employees and the Terms of Employment as contained in the employment/appointment letter including the policies, procedures, Standard Operating Procedures (SOP), etc.; by whatever name called; outlining provisions relating to desired level of performance, securing confidentiality, non-compete and non-poaching of other employees and customers.
- 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 the Options to the Employees.
- ix. “**Employee**” means
 - (i) an employee as designated by the Company, who is exclusively working in India or outside India; or
 - (ii) a director of the Company, whether a whole-time director or not, including a non-executive director, who is not a promoter or member of the promoter group but excluding an independent director; or
 - (iii) an employee as defined in sub-clauses (i) and (ii) of a subsidiary, but does not include:
 - an employee/director who is a promoter or a person belonging to the promoter group; or
 - 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 equity shares of the Company.
- x. “**Employee Stock Option/s**” (herein referred as “Option(s)”) means the stock Option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date, the Shares underlying the Option at a pre-determined price in accordance with the terms of the Scheme.
- xi. “**ESOP 2025**” or “**Scheme**” means the ‘Chemcrux Enterprises Employee Stock Option Scheme 2025’, under which the Company is authorized to grant Options to the Employees.
- xii. “**Exercise**” of an Option means expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in him, in pursuance of the Scheme, in accordance with the procedure laid down by the Company in this regard.
- xiii. “**Exercise Period**” means such time period after Vesting within which the Grantee should exercise the Vested Options in terms of the Scheme.
- xiv. “**Exercise Price**” means the price payable by a Grantee in order to Exercise the Vested Options, as determined by the Committee in pursuance of the Scheme and which shall be communicated to the Grantee in the Grant Letter.



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xv. "**Grant**" means issue of Options to the Employees under the Scheme.

xvi. "**Grant Date**" means the date of the meeting of the Committee in which Grant of Options to the employees are approved or any such date 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.

xvii. "**Independent Director**" means a Director within the meaning of Section 149(6) of the Companies Act, read with Regulation 16(1)(b) of the Listing Regulations, as amended from time to time.

xviii. "**Lock-in Period**" means the period during which the Employee shall not sell, pledge or otherwise transfer, directly or indirectly, any of his Shares or dispose of any interest in or over the right attached to any of his Shares.

xix. "**Market Price**" means the latest available closing price on the recognised Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date. If the shares of the Company are listed on more than one stock exchange, then the closing price on the stock exchange having the higher trading volume shall be considered as the market price.

xx. "**Merchant Banker**" shall have the same meaning assigned to it 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 Securities and Exchange Board of India Act, 1992.

xxi. "**Misconduct**" means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or Terms of Employment/Appointment Letter amounting to violation or breach of Terms of Employment/Appointment Letter as determined by the Committee after giving the Employee an opportunity of being heard:

- (i) Dishonest statements or acts of an Employee, with respect to the Company;
- (ii) Any misdemeanor involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee;
- (iii) Gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;
- (iv) Breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company;
- (v) Participating or abetting a strike in contravention of any law for the time being in force;
- (vi) misconduct as provided under the labour laws after following the principles of natural justice; or
- (vii) any other terms and conditions as notified by the Committee from time to time.

xxii. "**Option(s)**" means Employee Stock Options within the meaning of the Scheme.

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

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.

xxv. **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time.

xxvi. **“Promoter Group”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time.

xxvii. **“Relevant Date”** means any of the following dates as the context requires:

- (i) In the case of Grant, the date of the meeting of the Committee on which the Grant is made; or
- (ii) In the case of Exercise, the date on which the notice of Exercise is given to the Company by the Option Grantee.

xxviii. **“Retirement”**, means retirement as per the prevalent rules of the Company.

xxix. **“SBEB & SE Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021, as amended and re-enacted from time to time, and includes any clarifications or circulars issued thereunder.

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 Listing Regulations.

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

xxxii. **“Subsidiary Company”** shall have the meaning ascribed to such term in the Companies Act.

xxxiii. **“Stock Exchange”** means BSE Limited or any other recognized stock exchange in India on which the Company's Shares are listed or shall be listed in future.

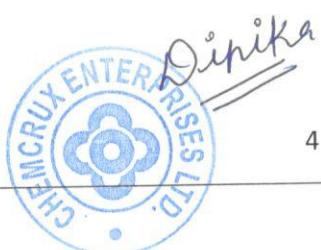
xxxiv. **“Unvested Option”** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to Exercise the Option.

xxxv. **“Vested Option”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to Exercise the Option.

xxxvi. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the Scheme.

xxxvii. **“Vesting Condition”** means any condition subject to which the Options granted would vest in an Option Grantee.

xxxviii. **“Vesting Period”** means the period during which the vesting of the Option granted to the Employee takes place, in pursuance of the Scheme.



Interpretation

In this Scheme, 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;
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- f) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof.
- g) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of the Scheme have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or applicable law including SBEB & SE Regulations, as the context requires; and
- h) words/phrases and expressions used and not defined here but defined in the SBEB & SE Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 or the Companies Act and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations, as the context requires.

3. Authority and Ceiling

The shareholders of the Company, while approving this Scheme by way of special resolution dated 24th September, 2025 have authorized the Committee to grant not exceeding 20,00,000 (**Twenty Lakh**) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate, are exercisable into not more than 20,00,000 (**Twenty Lakh**) Equity Shares of face value of **Rs.10/- (Rupees Ten Only)** each fully paid up, with each such Option conferring a right upon the Employees to apply for One Share in the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of this Scheme, SBEB & SE Regulations and in due compliance with applicable laws.

The maximum number of Options that may be granted under the Scheme per eligible employee shall be determined by the Compensation Committee, subject to the provisions of SEBI (SBEB and SE) Regulations which shall not exceed 1% of the issued share capital (excluding outstanding warrants and conversions) of the Company as on the grant date, unless approved by the shareholders, specifically. The total number of options granted in aggregate shall not exceed the ceiling specified under this Scheme.

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, in any one financial 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 Option.

If an Option expires, is cancelled, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool as mentioned in this clause and shall become available for future Grants, subject to compliance with all applicable laws.



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Where Shares are issued consequent upon Exercise of an Option under the Scheme, the maximum number of Shares that can be issued under the Scheme as referred to in this clause above shall stand reduced to the extent of such Shares issued.

In case of any corporate action(s) such as rights issue, bonus issue, merger, demerger, sale of division, expansion of capital, change in capital structure and others, if any including preferential allotment of shares or qualified institutions placement, additional Options of the Company are to be issued to the employees for the purpose of making a fair and reasonable adjustment to the Options issued to them, the above ceiling in terms of number of equity shares shall be deemed to be increased in proportion to the additional equity shares issued in the aforesaid corporate action(s).

In case the equity shares of the Company are either consolidated or sub-divided, then the number of equity shares to be issued by the Company and the price of acquisition payable by the Option grantees under the Scheme shall automatically stand augmented or reduced, as the case may be, in the same proportion as the present face value of Rs. 10/- (Rupees Ten only) per equity share shall bear to the revised face value of the equity shares of the Company after such consolidation or sub-division without affecting any other rights or obligations of the said Option grantees and the ceiling in terms of number of shares specified above shall be deemed to be adjusted accordingly.

4. Administration

The Scheme shall be operated and administered by the Committee. All questions of interpretation, dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the Scheme, shall be determined by the Committee and such determination or interpretation shall be final and binding upon all persons (including, but not limited to, Employees and their nominee(s) or legal heir(s) having an interest in the Scheme or any such Option.

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.

The Committee, inter-alia, shall in accordance with this Scheme and applicable laws determine the following:

- (a) The Eligibility Criteria for Grant of Options to the Employees that may include parameters like designation, tenure with the Company, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, expected role for corporate growth and/ or any criteria that may be determined by the Committee from time to time;
- (b) The number of tranches in which the Options are to be Granted and the number of Options to be granted in each such tranche which can be different for different tranches;
- (c) The quantum of the Options to be granted per Employee under the Scheme, subject to the ceiling as specified in clause 3;
- (d) Terms and conditions in respect of Grant, Vesting and Exercise of Options by the Employees which may be different for different Employee/s or classes thereof falling in the same tranche of Grant of Options under the Scheme;
- (e) The specific Exercise Period within which the Option Grantee should Exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period;
- (f) The procedure for making a fair and reasonable adjustment to the number of Option and to



CHEMCRUX ENTERPRISES LIMITED – ESOP 2025 / SCHEME

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:

- (i) The number and the price of Option shall be adjusted in a manner such that total value of the Option remains the same after the corporate action; and
- (ii) The Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.
- (g) The procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave;
- (h) The conditions under which Option vested in Option Grantee may lapse in case of termination of employment or resignation;
- (i) The conditions under which Option vested in Option Grantee may lapse in case of termination of employment due to Misconduct;
- (j) Determine the procedure for buy-back of Options granted under the Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - i. Permissible sources of financing for buy-back;
 - ii. Any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - iii. Limits upon quantum of Options that the Company may buy-back in a financial year;
- (k) Framing appropriate procedures and rules for Granting, Vesting and Exercise of Options and amending, altering, modifying or rescinding such procedures and rules from time to time;
- (l) Formulate suitable policies and procedures to ensure that there is no violation of applicable laws, in relation to this Scheme, by the Company and/or the Employees;
- (m) The procedure for funding for Exercise of Options, as permitted under the applicable laws; and
- (n) Approve forms, writings and/or agreements for use in pursuance of the Scheme; and
- (o) To do all such acts, deeds and things necessary for the implementation of the Scheme.

The number of members of the Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Board of Directors of the Company, subject to applicable laws.

The Committee shall also frame suitable policies and put in place 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, as may be applicable.

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 Scheme.

5. Eligibility and Applicability

Only Employees are eligible for being granted Options under the Scheme. The specific Employees to whom the Options would be granted, and their Eligibility Criteria would be determined by the Committee. The broad criteria for appraisal and selection may include parameters like designation, tenure with the Company, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, expected role for corporate growth and/ or any criteria that may be determined by the Committee from time to time.

The Scheme shall be applicable to the Company, its subsidiary companies, associate companies, joint ventures and group companies of the Company, in India or outside India; and any successor Company thereof and Options may be granted to the eligible employee as determined by the Committee at its sole discretion.

6. Grant and Acceptance of Grant

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 of Option 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 containing specific details of the Grant, and disclosure requirements, as prescribed under applicable laws.

Acceptance of the Grant

- (a) Any Employee who wishes to accept the Grant made under the Scheme must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date ("Closing Date") which shall not be more than **30 days** from the date of the Grant, as specified in the letter of Grant.
- (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) Upon acceptance of the Grant in the manner described above, the Employee henceforth as an Option Grantee, shall be bound by the terms, conditions and restrictions of the Scheme and the letter of Grant. No amount would be required to be paid by the Option Grantee either at the time of Grant or at the time of Vesting.

7. Vesting Schedule and Vesting Conditions

Option granted under the Scheme shall vest not earlier than minimum period of **1 (One) year** and not later than maximum period of **3 (Three) years** from the date of Grant. There shall be a minimum period of 1 (one) year between the grant of Options and vesting of Options. Subject to the terms of the Scheme, the Vesting of Options shall be time based (period of service) and/ or performance based (market capitalization, revenue, EBITDA, Return on capital employed, underlying sales growth, free-cash flow, underlying operating profit, market share and such other parameters as may be determined by the Committee). The exact proportion in which and the exact period over which the options would vest would be determined by the Board/Committee



Dipika 8

subject to the minimum vesting period of one year from the date of grant of options. The Committee at its discretion may specify Vesting Period ranging between minimum and maximum period. The specific Vesting dates, Vesting schedule and Vesting Condition, along with their respective weightages, if any, may vary from an Employee to Employee or any class thereof and/ or in respect of the number or percentage of Options to be vested and would be outlined in the document given to the Option Grantee at the time of Grant of Options.

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 may be adjusted against the minimum Vesting Period required under this sub-clause in due compliance with the provisions of SBEB & SE Regulations.

Provided further that in the event of Death or Permanent Incapacity of an Option Grantee, the minimum Vesting Period shall not be applicable and in such instances, all the Unvested Options shall vest with effect from date of the Death or Permanent Incapacity.

Vesting of Option would be subject to continued employment with the Company on the date of Vesting and must neither be serving his notice for termination of employment/ service, nor be subject to any disciplinary proceedings pending against him on such date of the Vesting. In case of any disciplinary proceedings against any Option Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings and such Vesting shall be determined accordingly.

In addition to this, the Committee shall have the power to prescribe achievement of performance condition(s)/ target(s) being corporate or individual or otherwise with a predefined threshold for Vesting as deemed appropriate for each Option Grantee, subject to satisfaction of which the Options would vest.

Notwithstanding anything contained herein, the Nomination and Remuneration Committee may:

- (i) subject to compliance with the minimum Vesting period of one year, accelerate the Vesting of the Options granted, in case of exceptional performance of an Employee or class of Employees or such other circumstances as may be decided by the Nomination and Remuneration Committee, subject to applicable laws; or
- (ii) not Vest any of the Options already Granted; or
- (iii) Vest such lesser number of Options than as already Granted; or
- (iv) modify the vesting schedule in respect of the Options already Granted, as applicable, in the event it is found that
 - a. the Grantee has not satisfied any Vesting Condition; or
 - b. the Grantee has not met the performance parameters; or
 - c. has not performed upto the expectations; or
 - d. has not been regularly attending the office for a substantial period of time without any valid reason or authority; or
 - e. has been put on a modified employment arrangement such as part-time working, reassignment to lower accountability, sabbatical, leave without pay; or
 - f. is found to be guilty of fraud or misconduct; or
 - g. has violated the Company Policies/Terms of Employment; or
 - h. on account of such other circumstances as the Nomination and Remuneration Committee may in its absolute discretion decide, subject to applicable laws.

Vesting of Options in case of Option Grantee on long leave

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



by the Committee.

8. Exercise

Exercise Price

- (a) The Exercise Price per Option shall be determined by the Committee at the time of Grant which shall not be less than the Face Value of the Shares of the Company and shall not exceed the Market Price of the Shares of the Company.
- (b) The specific exercise price shall be intimated to the option grantee in the grant letter at the time of grant.
- (c) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favor of the Company or by any electronic mode or in such other manner as the Committee may decide from time to time.

Exercise Period

(a) Exercise while in employment

The exercise period would commence from the date of vesting and will expire on completion of maximum exercise period of 3 (three) years from the date of respective vesting or such lesser period as may be decided by the Committee at its sole discretion from time to time and mentioned in the grant letter. The Options will be exercised by the employees by submitting an application in the format prescribed by the Committee from time to time. The Options will lapse, if not exercised within the specified exercise period. All the Vested Options can be exercised by the Option Grantee at one time or at various points of time within the Exercise Period.

(b) Exercise in case of separation from employment

Options can be exercised as per provisions outlined below:

Sr. No	Events of separation	Vested Options	Unvested Options
1	Resignation/ Termination (Other than due to Misconduct)	All the Vested Options as on the date of resignation/ termination shall be exercisable by the Option Grantee before his last working day with the Company.	All the Unvested Options as on date of submission of resignation /termination shall stand cancelled with effect from date such resignation/ termination.
2	Termination due to Misconduct	All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination.



3	Retirement	All the Vested Options as on the date of Retirement shall be exercisable by the Option Grantee within a period of 12 (Twelve) months from the date of Retirement or before the expiry of the Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the original vesting schedule even after Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the prevailing applicable laws.
4	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 12 (Twelve) months from the date of death of the Option Grantee or before the expiry of the Exercise Period, whichever is earlier.	All the Unvested Options as on date of death shall vest immediately in the Option Grantee's nominee or legal heir and can be exercised in the manner defined for Vested Options.
5	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee, immediately after, but in no event later than 12 (Twelve) months from the date of such incapacity or before the expiry of the Exercise Period, whichever is earlier.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately with effect from such event to the Option Grantee and can be exercised in the same manner as defined for Vested Options.
6	Separation due to reasons apart from those mentioned above	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 separation shall stand cancelled unless otherwise required by applicable laws.

The Options shall be deemed to have been exercised when an Employee makes an application in writing to the Company or by any other means as decided by the Committee, for the issue of Shares against the Options vested in him, subject to payment of Exercise Price and compliance with other requisite conditions of Exercise.

Lapse of Options

The Options not exercised within the respective Exercise Period prescribed in clause 8 shall lapse and be deemed to cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

9. Lock-in

Committee may specify lock in period, for equity shares allotted upon exercise of Options in accordance with the Scheme.

Provided that the Shares allotted 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.

10. Exit route in case of de-listing

If the Company gets delisted from all the recognized Stock Exchange, then the Committee shall have the power to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance with the applicable laws.

11. Restriction on transfer of Options

The Options cannot be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Option Grantee otherwise than by will or by the laws of inheritance, to the extent permitted under the applicable laws and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted herein shall be void and unenforceable against the Company.

Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case the relevant provisions at clause 8 would apply. No person other than the Option Grantee shall be entitled to Exercise the Option except in the event of the death of the Option Grantee, in which case the relevant provisions at clause 8 would apply.

12. Rights as a shareholder

The Option 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 granted, till Shares underlying such Options are issued by the Company upon Exercise of such Options.

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.

In case of any corporate action (for example, bonus issue, right issue, share split, buyback, merger, sale of divisions, etc.) the Option Grantee shall not be eligible for any right or status of any kind as a shareholder of the Company. However, the necessary adjustments to the number of Options or the Exercise Price or both would be made in accordance with this Scheme and applicable laws.

13. Deduction / Recovery of Tax

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 the Option Grantee (his nominee(s)/ legal heir(s)/ successor(s), as the case may be) 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 eligible Employees of Company working abroad, if any.

The Company shall have the right to deduct from the Option Grantee's (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) salary or recover separately, any of the Option Grantee's tax obligations arising in connection with the Options acquired 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.

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

14. Authority to vary terms

For the purpose of efficient implementation and administration of the Scheme 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 Scheme and/or terms of the Options already granted but not yet exercised under the Scheme subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Option 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.

The Committee may also re-price the Options which are not exercised, whether or not they have vested, if Scheme is rendered unattractive due to fall in the price of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Option Grantee/Employees and such re-pricing is in terms of and in compliance with the SEBI Regulations and applicable laws.

15. Miscellaneous

Government Regulations

This Scheme shall be subject to all applicable laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities, as applicable. The Grant and the allotment of Shares under this Scheme shall also be subject to the Company requiring Option Grantee to comply with all applicable laws.

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, transfer and sale (to the extent permitted by law) 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 (to the extent permitted by law) such Shares.

Neither the existence of this Scheme nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Scheme by being granted an Option on any other occasion.

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

The Option Grantee shall not entitle the Grantee to any rights or additional rights to compensation or damages for any loss or potential loss which he may suffer by reason of being unable to Exercise an Option in whole or in part.

Nothing contained in the Scheme or in any Grant made hereunder shall:

i. confer upon any Employee any right with respect to continuation of employment or engagement



with the Company; or

- ii. interfere in any way with the right of the Company to terminate employment or services of any Employee at any time.

Neither the adoption of the Scheme 2025 nor any action of the Nomination and Remuneration Committee shall be deemed to give an Employee any right to be Granted any Option or to any other rights except as may be evidenced by a Letter of Grant.

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 Option Grantee alone.

16. Accounting and Disclosures

The Company shall follow the requirements including the disclosure requirements pursuant to relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act or any other appropriate authority, from time to time, including any guidance note on Accounting for employee share-based payments issued in that regard from time to time and the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SBEB & SE Regulations.

The Company shall make disclosures to the prospective Option Grantee containing statement of risks, information about the Company and salient features of the Scheme in a format as prescribed under SBEB & SE Regulations.

The Company shall disclose details of Grant, Vest, Exercise, and lapse of the Options in the directors' report or in an annexure thereof as prescribed under SBEB & SE Regulations or any other applicable laws as in force.

17. Certificate from Secretarial Auditors

The Committee 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 & SE Regulations and in accordance with the resolution of the Company in the general meeting.

18. 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.

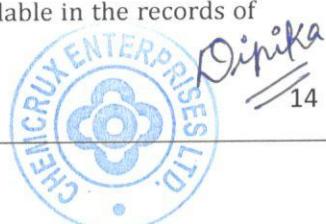
Foreign Exchange Laws

In case any Options are granted to any Employee being resident 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 and issue of shares thereof.

19. Notices

All notices or communication required to be given by the Company to an Option 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 Option Grantee available in the records of



the Company; and/or

- (ii) Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; and/or
- (iii) Emailing the communication(s) to the Option Grantee at the official email address provided, if any, to the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

All notices of communication to be given by an Option Grantee to the Company in respect of the Scheme shall be sent, in writing, to the address mentioned below:

Designation: Company Secretary
Address: 330, TRIVIA Complex, Natubhai Circle,
Racecourse, Vadodara- 390 007, Gujarat, India
E-mail: companysec@chemcrux.com

20. Nomination

The Option Grantee has to nominate a person as his nominee. The nominee, in case of death or legal incapacity of the Option Grantee, shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this Scheme. If no such nomination has been made or if the individual nominated is not surviving, the legal heir of the Grantee under applicable laws, as maybe certified by the relevant authority, shall be the nominee.

21. Jurisdiction

The Courts in Vadodara, Gujarat, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

Nothing in this sub-clause will, however, limit the right of the Company to bring proceedings against any Employee in connection with this Scheme:

- (i) In any other court of competent jurisdiction; or
- (ii) Concurrently in more than one jurisdiction.

22. Listing of the Shares

The Company shall not Grant Options under the Scheme unless it obtains in-principle approval from the Stock Exchange where it is listed.

The Company shall appoint a Merchant Banker for the implementation of the Scheme and for the purpose of obtaining in-principle approval from the Stock Exchange where it is listed.

Subject to the SEBI Regulations and approval of the stock exchanges, the new Shares issued, allotted on Exercise of the Options shall be listed on the recognized stock exchanges on which the Shares are listed from time to time.

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

An Option Grantee must keep the details of the Scheme, Options Granted 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 Option Grantee is found in breach of this confidentiality clause, the Company has an undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality clause shall be final, binding and cannot be questioned by Option Grantee. Further, the Nomination and Remuneration Committee will have the authority to deal with such cases as it may deem fit in its absolute discretion.

On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorised the Company to disclose information relating to the Option 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 SCHEME-----

