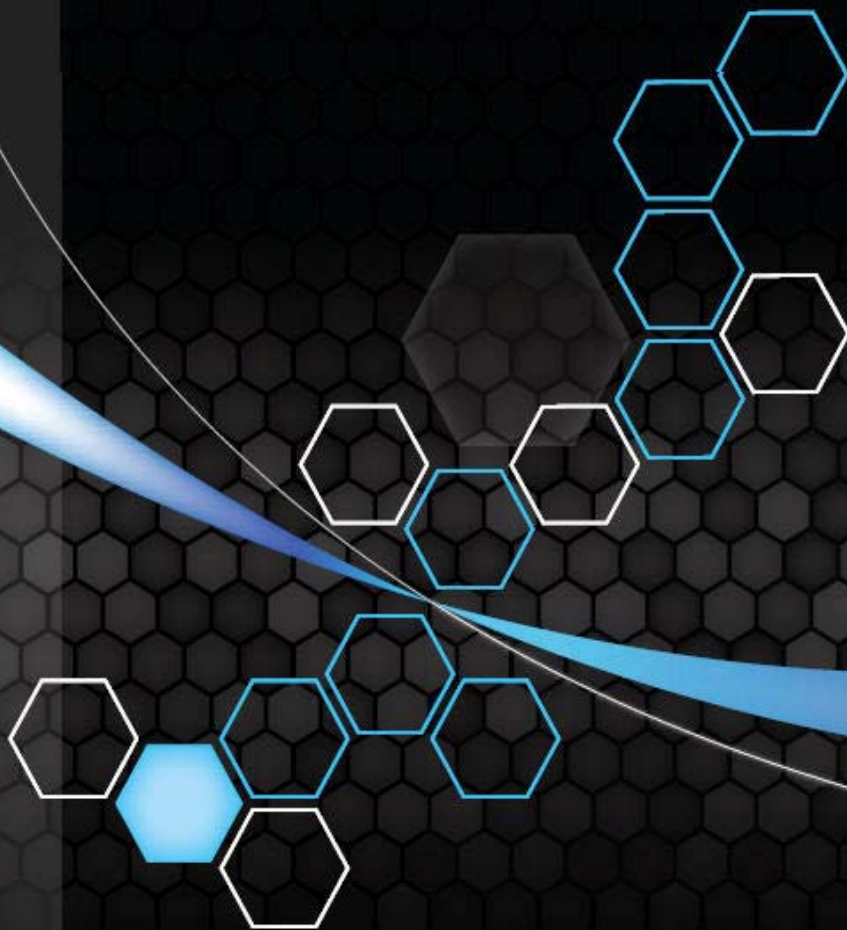


Employee Stock Option Scheme 2009 – Plan B

Scheme document



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RAMCO SYSTEMS LIMITED
EMPLOYEE STOCK OPTION SCHEME, 2009
(ESOS 2009 – PLAN B)

01. PURPOSE OF THE SCHEME:

The scheme envisages extending options to the employees/directors to acquire shares of Ramco Systems Limited, at a pre-determined price, in recognition of their contribution to the overall performance, making them owners of the Company, by virtue of such shareholding and as an incentive for higher performance levels.

02. CONSTITUTION, ROLE AND FUNCTIONS OF COMPENSATION COMMITTEE (CC):

- (i) CC is empowered to formulate detailed terms and conditions of the Scheme, administer and supervise the same. It shall be a Committee Constituted by the Board of Directors.
- (ii) The CC shall meet as required for the purpose of administering the Scheme.
- (iii) The CC shall select Employees/Directors who will be offered Options under this scheme.
- (iv) The CC shall have powers to review the Scheme annually, or at other intervals as deemed necessary and recommend appropriate modifications in the terms and conditions of the Scheme, if any, to the Board of Directors. Changes would be recommended in cases such as:
 - If the Scheme in its current form does not fulfill the objectives set out for the scheme.
 - If there are changes in legislation which need to be incorporated in the Scheme,
 - Modifications which shall facilitate effective implementation or improvement of the Scheme.
 - such modifications are for the welfare of the Employees/Directors.

- (v) The CC shall ensure that the Scheme is implemented in accordance with the SEBI (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999, as amended from time to time.
- (vi) No member of the CC shall be liable for any decision or action made in good faith with respect to the Scheme of the Company.
- (vii) The CC is empowered to constitute a working committee to assist the CC in the selection and appraisal of Employees for the participation in the Scheme and in the administration of the Scheme.

03. ADMINISTRATION OF THE SCHEME:

Notwithstanding anything stated herein, but subject to the terms of the resolution passed by the Shareholders at the Annual General Meeting of the Company held on 5th August, 2009, approving the issue of Shares to the Employees of specific categories/Directors under Employees Stock Option Scheme 2009- Plan B and the regulations prescribed by the Securities and Exchange Board of India, the CC, in its absolute discretion has been authorized to determine all the terms governing the Scheme including any variation thereof and including, but not limited to

- determining the Employees/Directors amongst the categories of Employees/Directors to whom the Options are to be granted;
- the time when the Options are to be granted;
- the quantum of Options to be granted at various points in time;
- the number of tranches in which the Options are to be granted;
- the criteria for determining the number of Options to be granted to Employees/Directors;
- the number of Options to be apportioned / allocated for various grades of Employees/Directors;
- the number of Options to be granted to each Employee/Director;
- determination of Exercise Price, on the basis of the latest available closing price, prior to the date of the meeting of

the CC in which options are granted, of the Company's Share on the Stock Exchange on which the Shares of the Company are listed and traded with the highest volume on the said trading date;

- the terms and conditions subject to which the Options granted would vest with the Employee;
- the date of vesting of the Options granted;
- the terms and conditions subject to which the Options vested would be exercised by the Employee/Director;
- the date within which the Options have to be exercised by the Employee/Director;
- assignment of weightage to Company's performance, level / grade of Employee and such other criteria, for determining the grant of options including the quantum thereof;
- CC may prescribe different set of criteria for each of the tranche of options / categories / the eligible employees, with respect to the tranches, performance benchmark, tenure of service, etc. in respect of the Scheme;
- the number of Options reserved, if any, for granting to new Employees/Directors who would join the services of the Company;
- deciding the treatment of unvested Options upon termination of employment or upon a Director ceasing to hold office or of options that have lapsed due to non-exercise by any Employee(s)/ Director (s);
- deciding adjustments to Grant size and / or Exercise Price of Options in case of bonus issue or rights issue or Share split or Consolidation of Shares;
- obtaining permissions from and making periodic reports to regulatory authorities, as may be required and ensuring compliance with all guidelines applicable to the Scheme;
- framing suitable policies and systems to ensure that there is no violation of Securities and Exchange Board of India (Insider Trading) Regulations, 1992 and Securities Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 1995, by any Employee (s) / Director (s);

- Framing appropriate procedures for Granting, vesting and exercising of Options.
- The terms prescribed by the Compensation Committee shall be final and binding on all the Employees.
- The CC may appoint a working Committee, consisting of one or more officers / directors of the Company, to assist the CC in the administration of the Scheme.
- The terms prescribed by the Compensation Committee shall be final and binding on all the Employees/Directors.

04. SCOPE AND ELIGIBILITY:

- (i) The Scheme shall extend to all permanent employees on the rolls of the Company and its subsidiaries, as may be determined by the Compensation Committee (CC).
- (ii) The Scheme shall extend to new recruits of the Company and its subsidiaries as may be determined by CC from time to time.
- (iii) The Scheme shall extend to all the Directors of the Company. Provided that, in the event of grant of stock options to the Non Executive Directors, the number of stock options so granted shall not exceed 1,50,000 stock options in aggregate with the number of stock options granted at any one year not exceeding 25,000 Stock Options.
- (iv) The Scheme shall not be extended to any promoter or those belonging to the promoters group:
- (v) The Scheme shall also not be extended to any director, who either by himself or through his relative(s) or through anybody, directly or indirectly, hold more than 10% of the outstanding equity shares.

05. CEILING ON AGGREGATE NUMBER OF OPTIONS:

Options may be granted, from time to time, to such employees/directors and in such numbers as may be decided by the CC, subject to the stipulation that the aggregate Options so granted (including shares already allotted under the Scheme, but excluding any granted options that are lapsed) shall not represent more than 7,50,000 equity shares at any given point of time. Where granted Options, vested or unvested, lapses due to any reason, the CC may issue / re-issue Options to the eligible Employee(s)/Director(s) as long

as the aggregate number of Options (including shares already allotted under the Scheme) shall not represent more than 7,50,000 equity shares at any given point of time. The Options so issued / re-issued shall be covered by the terms and conditions of the Scheme.

In the event of the grant of stock options to Non Executive Directors of the Company, the number of stock options so granted shall not exceed 1,50,000 stock options in aggregate with the number of stock options granted during any one year not exceeding 25,000 Stock Options.

06. CEILING ON NUMBER OF STOCK OPTIONS:

No employee/director shall be granted options during any one year, equal to or exceeding 1% of the issued capital of the Company (excluding outstanding warrants and conversions) at the time of grant of such options, except with the specific approval of the shareholders of the Company obtained in this regard, either at the meeting of the general body or otherwise.

07. BASIS OF GRANT OF NUMBER OF OPTIONS:

In relation to the grant of stock options to the Employees of the Company/Directors excluding the non executive directors, the CC would determine the number of options to be granted to various employees, cadre-wise or on a case-by-case basis, based on broad parameters like past and current performance and potential of the individual and criticality of the position.

As the Scheme is meant to attract and retain talented / experienced persons, the criteria for eligibility, the number of options, vesting and exercise period, mode and frequency of exercise, etc., may be decided by the CC, taking into account various aspects like qualification, experience, past performance levels, future performance indicators, etc., of the employee, within the overall broad parameters.

In relation to grant of stock options of the Company to the non executive directors, the CC would determine the number

of options to be granted to the various Directors on a case to case basis.

Decision of the CC with regard to eligibility criteria, the number of options granted to particular employee/director, nature of vesting, exercise, etc., shall be final and it shall not be disputed.

08. Grant procedure:

The Employee(s)/Director(s) identified for grant of stock option shall be intimated about the same, by means of a written communication. The communication will be issued by a person, authorized in this behalf, by the CC. The communication would contain details including the number of Options granted to the Employee/Director, the Grant Date and the Exercise Price. The Communication will be accompanied by (i) an Information Memorandum giving a broad picture about the performance of the company, including financial details, (ii) the salient features of the Scheme and (iii) an Application Form for exercising the option at the appropriate time.

09. Option Exercise Price:

Options granted to Employee(s)/Director(s) under this Scheme shall be at a fixed Exercise Price, as decided by the Compensation Committee, based on the market price, as defined herein, of the equity shares of the Company.

10. Agreement:

An agreement shall be entered into by and between the Company, represented by its Company Secretary or any other person authorized for the purpose by the CC, and the Employee(s)/Director(s) participating in the Scheme, containing the mutual rights and obligations of either party under the Scheme. CC would draft a suitable agreement for the purpose.

11. Tranches of Grant:

The Options will be granted in 3 tranches, spread over a period of 3 years, or as may be decided by the CC.

12. Options:

12.1 Vesting Period & Exercise Period:

- (a) Except as provided in Clause 12.3 herein in respect of the grant of stock options to the employee(s) including executive directors, the continuation in the services of the Company / Subsidiary and in respect of grant of stock options to the non executive directors, continuation as a director of the Company, shall be primary requirement for the vesting.
- (b) The Options granted by the CC shall vest over a period of 3 years in the following manner:
 - (i) 35% of the options at the end of one year from the date of grant.
 - (ii) 35% of the options at the end of the two years from the date of grant.
 - (iii) 30% of the Options at the end of the three years from the date of grant.

The Options other than those vested in the first lot, shall vest on a quarterly basis. The options under the first lot shall vest at the end of one year from the date of grant.

- (c) Subject to the provisions of sub clause (e) herein below, at the end of each Vesting Period, the employee/director has a period of 10 years to exercise the Options covered under the said Vesting Period.
- (d) Options can be exercised in full in respect of the shares comprised in the each lot covered by such Options and not for part of any lot.
- (e) Options not exercised during any particular exercise period, can be carried forward to the subsequent exercise period(s), provided however that all the Options, have to be exercised within a period 10 years from the date of the vesting period

in respect of the final lot, after which any unexercised options will lapse.

12.2 Exercising the Option:

- a) **Options convertible into shares only:** The Options issued shall always be convertible into Shares, which would be issued either in physical form or electronic form, as required by the Option Grantee in writing.
- b) **Share in Employee/Director name only:** Except for the case arising under Clause 12.3 herein, only the Employee(s)/Director(s) may exercise the Options and apply for issue of shares in his own name. The Options shall not be transferred by the Employee(s)/Director(s) to any person within the Company or otherwise.
- c) **Exercise Procedure:** The Employee(s)/Director(s) shall exercise his Option(s) by submitting, the "Exercise Application" during the Exercise Period, in the format provided by the Company, along with a cheque / demand draft, favouring the Company, payable in Chennai, for the total money payable by him in respect of the Exercise Price, calculated as the number of Options exercised multiplied by the Exercise Price per Option. If the day of exercise happens to be a holiday as per the Company's rules then the same will be presumed to be exercised on the previous working day of the Company.
- d) **Long Leave Provisions:** In the event of long term leave of any Employee the Vested and Unvested Options held by the Employee shall be treated as follows:
 - i) in case of leave upto a period of three months, the Options will continue to vest as well as be exercisable by the Employee.
 - ii) in case of leave for a period exceeding three months the vesting / exercise of Options will be through a duly constituted attorney of the Employee. In case the Employee does not name such constituted attorney, grant, vesting and exercise of the Option will be decided at the discretion of the CC.

In the event of appointment of alternate director, under the provisions of Section 313 of the Companies Act, 1956, on account of absence of director for a period of more than 3 months, from the state in which the Board Meetings are normally held, The stock options will continue to vest with the original director for whom an alternate director has been appointed as aforesaid, subject to the provisions of the Companies Act, 1956.

12.3. Effect of dissociation from the Company/Special provisions in relation to Directors:

(I) For the employees (excluding the Non Executive Directors) of the Company:

- (a) In the event of an Option Grantee ceasing to be an Employee of the Company or its Subsidiary (as the case may be because of resignation or termination of employment (other than due to reasons of misconduct of the Employee), the unvested Options held by the Employee shall forthwith lapse.
- (b) Where an Employee has dissociated from the Company or its Subsidiary (as the case may be) and in the opinion of the Company is engaged in activities which are materially detrimental to the business or interests of the Company, its subsidiaries or its Employees, all the vested and unvested Options held by the Employee shall be cancelled partly or in full as a disciplinary measure at the sole discretion of the Compensation Committee.
- (c) In case of termination of service of the Employee for reason of misconduct, all options, Vested and unvested, shall lapse with immediate effect.

- (d) Where an Employee resigns / or his employment is terminated other than for misconduct of the Employee, in case of Options vested but not exercised, the Employee shall have to compulsorily exercise all the Options vested, upto the completed quarter prior to such resignation / termination, within a period of 90 days from the date of resignation / termination. In the event that the Options are not exercised within this period, the Options not so exercised would lapse from the end of 90 days.
- (e) In the event of death of an Employee, all Options vested till that date can be exercised by the nominees, or in case of there being no nominee, by the legal heirs of the deceased Employee, during the Exercise Period, as per the scheme. Options granted but not vested till such date shall vest with the nominees, or in case of there being no nominee, with the legal heirs of the deceased employee, at the end of the respective vesting period(s) and can be exercised during the relevant Exercise Period, as per the Scheme. All other terms and conditions of the Scheme shall apply to such Options.
- (f) In the event of Permanent Disability of an Employee, all Options granted to him as on date of Permanent Disability would vest in him on that day. The Options would be exercisable at any time within the Exercise Period, as per the Scheme.
- (g) In the event of severance of employment of an Employee as a part of reconstitution / amalgamation / sell-off or otherwise all Options granted to him would vest immediately and the Employee will have to exercise the Options within a period of 3 months from the date of severance. In the event that the Options are not exercised within this period, the Options would lapse.

However the Board of Directors/Committee of the board and/or delegates as may be authorized in whatsoever manner, as the case may be, may at their discretion, considering the employee welfare measures and other factors, approve increasing the period of 3 months stated above upto a maximum period of 18 months and accordingly, such employees will have to exercise the options within the extended period so determined from the date of severance.

- (h) In the event of an Employee(s) being transferred to a Subsidiary / from a subsidiary / within the subsidiaries, at the instance of or with the consent of the Company the Employee(s) will continue to hold all Vested Options and can exercise them anytime within the exercise period. All Unvested Options shall vest as per the vesting schedule and can be exercised at any time within the Exercise Period.
- (i) In the event of retirement of an Employee(s) at the instance of or with consent of the Company, Employee will continue to hold all Vested Options and can exercise them anytime within the Exercise Period. All Unvested Options shall vest as per the Vesting Schedule and can be exercised at any time within the Exercise Period. This is applicable provided the Employee does not enter into competition / is/are employed by the Company's competitor.
- (j) In the event that the Company finds that such Employee(s) has entered into competition/is/are employed by the Company's competitor, the Compensation Committee may in its sole discretion cancel all Options, Vested or Unvested, not Exercised and held by the Employee.

- (k) Where an employee is appointed as a director, without any break in the tenure of service, the options granted to such employee shall be exercisable by him as per the original schedule of vesting and exercise, notwithstanding his appointment as a director on the Board of the Company.

(II) for directors of the Company:

- (a) In the event of an Option Grantee ceasing to be a Director(s) of the Company (as the case may be because of resignation/retirement or disqualification etc.), the unvested Options held by the Director(s) shall forthwith lapse. The options vested upto the date of the completed quarter preceeding the date of the cessation, which have not been exercised, should be exercised within a period of 90 days from the date of such cessation. In the event that the Options are not exercised within this period, the Options not so exercised would lapse from the end of 90 days.
- (b) Stock options granted to an additional director(s)/alternate director(s), who has been appointed as a director of the Company by the members at the end of their tenure, shall deemed to be continuously in force notwithstanding their change in status of their directorship on the Board.
- (c) Stock options granted to director(s) shall deemed to be continuously in force, notwithstanding the retirement of such director(s) either by rotation or at the end of the tenure, unless such director is not re-appointed. The stock options granted to the director(s), who has not sought re-election/expressed his desire not to offer himself for re-appointment/ not been re-appointed by members, shall be dealt in accordance with the provision enumerated in 6.6(II) (a) hereinabove.

- (d) In the event that the Company finds that the director(s) has entered into competition/is/are employed by our competitor, the Compensation Committee may in its sole discretion cancel all Options, Vested or Unvested, not Exercised and held by the Employee.
- (e) In the event of a Non Executive Director, who has been granted stock options, becomes an Executive Director without break in the tenure of service, Notwithstanding his change in the status of directorship, the stock options granted to such director when he was a non executive director shall continue to vest and be exercisable as per the original schedule of grant, to the extent the same does not conflict with the terms of employment as Executive Director.
- (f) In the event of an Executive Director, who has been granted stock options, ceases to hold his office as such and continues as a non executive director on the Board of the Company, without any break in the tenure as a director, the stock options held by the director whilst he was an executive director shall continue to be held as a non executive director and be exercisable as per the original schedule of grant, notwithstanding his change in the status of the directorship.
- (g) In the event of a Non Promoter Director, who had been granted stock options earlier, becomes a promoter director, all the stock options which had not been exercised as at the date when he had become a promoter director shall lapse.
- (h) In the event of director(s), who had been granted stock options earlier, holds shares or become entitled to a voting rights carrying more than 10% of the total share capital or the total voting power of the Company as the case may be, at any time during the vesting period, then the options not exercised, as at the date of the shareholding of the director becoming equal to or more than 10% of the shareholding or voting power, shall lapse forthwith.

- (i) Where a Director(s) has dissociated from the Company and in the opinion of the Company is engaged in activities which are materially detrimental to the business or interests of the Company, or its subsidiaries, all the vested and unvested Options held by the Director(s) shall be cancelled partly or in full at the sole discretion of the Compensation Committee.
- (j) In the event of death of the Directors, all Options vested till that date can be exercised by the nominees, or in case of there being no nominee, by the legal heirs of the deceased director, during the Exercise Period, as per the scheme. Options granted but not vested till such date shall vest in the nominees, or in case of there being no nominee, on the legal heirs of the deceased Director, at the end of the respective vesting period(s) and can be exercised during the relevant Exercise Period, as per the Scheme. All other terms and conditions of the Scheme shall apply to such Options.
- (k) In the event of Permanent Disability of a Director, subject to the applicable provisions of the SEBI Guidelines, all Options granted to him as on date of Permanent Disability would vest in him on that day. The Options would be exercisable at any time within the Exercise Period, as per the Scheme.

The above are subject to the provisions of the SEBI (ESOS and ESPS) Guidelines, 1999 and amendments thereto.

12.4 Consequence of failure to exercise option(s):

The amount paid by the Employee(s)/Director(s), if any, at the time of Grant of Option(s):

- a) may be forfeited by the Company if the Option(s) is/are not exercised by the Employee(s) within the Exercise Period; or
- b) the amount may be refunded to the Employee(s)/Director(s) if the Option(s) are not vested due to non-fulfillment of any condition relating to vesting of Option(s) as per the Scheme.

13. Shares:

13.1 Issue of Shares:

- a) Only the Employee(s)/Director(s) to whom options have been granted under the Scheme can exercise the particular Options and apply for issue of Shares. The shares would be issued in his/her own name only.
- b) The Options issued to the Employee(s)/Director(s) shall always be convertible into Shares.
- c) Each Option entitles the Option Grantee to apply for and be allotted one equity share, of the face value of Rs.10/- each.
- d) The shares shall be issued in physical form or in electronic form, as required by the Employee(s)/Director(s) in writing.
- e) After the Options are converted into Shares pursuant to exercise of the Options, the shares issued to the Employee(s) /Director(s) shall be subject to the terms and conditions as mentioned below.

13.2 Ranking of Shares:

The Shares issued on the exercise of Options shall rank pari-passu with all the existing equity shares of the Company. The Shares issued on the exercise of Options shall be eligible for full year's dividend.

13.3 Listing of Shares:

The company would obtain permission from the Stock Exchanges where the company's equity Shares are listed for listing the Shares allotted on exercise of the Options and will be subject to terms and conditions of the listing agreements with the stock exchanges in addition to the terms and conditions of the Scheme..

13.4 Buy-back:

The Shares issued pursuant to any exercise of Options, along with other Shares issued by the Company may, pursuant to applicable laws and procedures are subject to an approved scheme of buy-back by the Company.

13.5 Company's Lien:

The Option Grantee agrees that the Company shall, at all times, have the first lien on all such shares which forms the subject matter of this agreement, whether allotted consequent to exercise of original option granted or by way of bonus or rights issue, or in any other way resulting in grant of options, to recover any and all amounts, of any nature whatsoever, payable by the Option Grantee either to the Company (in discharge of any agreement with the Company) or to any statutory authority in discharge of any obligation with regard to the Scheme.

13.6 FEMA:

Where the Employee(s)/Director(s) is or remains, at the time of the issue of Shares pursuant to the Scheme or at any time before the options are fully exercised, a Foreign Employee(s)/ Foreign Director(s), the issue will be made according to applicable provisions of the Foreign Exchange Management Act, 1999, the Rules, and the subsequent amendments made there-under.

13.7.Directors' Remuneration:

Grant of stock options and allotment of shares as against the exercise of the options, shall not be deemed to a part of the Directors' Remuneration falling within the limits of overall maximum managerial remuneration under the provisions of the Companies Act, 1956. However, in the event of change in law, whereby the grant of stock options are construed to be a part of the directors' remuneration and are included within the limits of overall maximum Managerial Remuneration, than the Compensation Committee constituted by the Board of Directors of the Company, may take appropriate measures in this regard including cancellation of the unexercised stock options held by the directors, as it may deem fit and the option grantee shall abide by the same.

14. BENEFITS TO AN OPTION(S) HOLDER:

- a) **Change in par value of the share:** Where the Option(s) have vested or not vested, should any changes be made to the par value of the equity Share of the Company by reason of consolidation, sub-division, or conversion of Shares into Stock, appropriate adjustments shall be made either to the number of Option(s) or the Exercise Price of Option(s) granted, to reflect

such change without in any way affecting the rights of the said Option Grantee, and also prevent a dilution or enlargement of benefits of the Scheme.

- b) **Bonus Issue:** Where the Option(s) have vested or not vested, should the equity Share capital of the Company be increased by capitalization by bonus issue, appropriate adjustments shall be made either to the number of Options or the Exercise Price at which the Options are granted, to reflect such change without in any way affecting the rights of the said Option Holder and also preventing any dilution or enlargement of benefits of the Scheme.

In the event of a bonus issue during the Vesting Period, in relation to the Unvested Option(s) only, the Option Holder would be entitled to apply for and be allotted proportionately higher number of Option(s), exercisable on the same terms as of the original Option(s) except the Exercise Price. The per Option Exercise Price of aggregate of original Options and bonus Options will be the aggregate Exercise Price of the number of Options eligible for Grant of bonus Options, divided by the aggregate number of original Options (eligible for bonus Options) and bonus Options. For the purpose of the Vesting Period and Exercise Period, the Bonus Options will be treated at par with the original Options on which the bonus Options have been issued.

As regards vested but unexercised Options the Employee(s)/Director(s) would be entitled to immediately exercise the Option(s) irrespective of the stipulation regarding exercise as detailed out in clause 6.2. In case the Employee(s)/Director(s) does not exercise the vested Options 2 weeks before the record date fixed by the Board of Directors for determining Shareholders eligible for bonus Shares, the Employee(s)/Director(s) would not be eligible for the above said bonus option(s).

- c) **Rights Issue:** In the event of a rights issue of securities being made by the Company during the Vesting Period, adjustment, if any, to the Exercise Price and number of Options of the said Option Grantee would be decided by the Compensation Committee at its absolute discretion.

- d) **Effect of merger etc., of the company:** In the event of (1) a merger in which the Company is the surviving entity or (2) a reverse merger/amalgamation in which the Company is not the surviving entity but the Shares of the Company's un-issued Share capital immediately preceding the merger are converted by virtue of the merger in to other property, whether in the form of securities, cash or otherwise then to the extent permitted by the applicable law any surviving entity shall assume any Options outstanding under the Scheme or shall substitute similar Options for those outstanding under the Scheme. In the event any surviving entity refuses to assume or continue such Options or to substitute similar Options for those outstanding under the Scheme, then such Vested Options shall be terminated if not exercised prior to such event. In the event of a dissolution or liquidation of the Company, any vested Options outstanding under the Scheme shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.

15. OBLIGATIONS OF AN OPTION HOLDER(S):

- a) **Confidentiality:** The Option Grantee(s) / Option Holder(s) shall not divulge the details of the Scheme and his/her holdings to any person(s) except with the prior permission of the Company obtained in writing.

- b) **Insider Trading Regulations:** The Employee(s)/Director(s) shall not utilize any unpublished information available at his/her disposal to indulge in insider trading as prohibited under the SEBI (Insider Trading) Regulations 1992 and shall

give an undertaking to this effect in a form prescribed by the Company.

- c) **Non-Transferability of Options:** The Options held by the Option Grantee / Holder is not transferable. The Option Grantee / Holder shall not pledge / hypothecate / charge / mortgage / assign or in any other manner alienate or dispose off the Options.

d) **Tax Liability:**

- i) In the event of any tax liability, including any tax liability due to change in the tax laws relating to ESOS, arising on account of the issue of the Options / conversion into Shares / sale of Shares or any other event, to the Employee(s)/Director(s), such tax liability shall be that of the Employee(s)/Director(s) alone.
- ii) In the event of any tax liability, including any tax liability due to change in the tax laws relating to ESOS, the Company on the advice of the Compensation Committee shall have the right to call upon the Employee(s)/Director(s) to pay.

e) **Restrictions on the rights of Option Holder(s):**

The Option Holder(s) is/are not entitled to all rights which the Shareholders enjoy including voting rights and rights in the Company as to dividend prior to conversion of Options into Shares and Compensation Committee may also stipulate lock in period for the Shares issued pursuant to exercise of Options.

16. General Risks:

Participation in this Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the market price of the equity and the risks associated with the investments is that of the Employee(s)/Director(s) alone, as the case may be.

17. Restrictions on the rights of Option Holder(s):

The Option Holder(s) are not entitled to any rights which the Shareholders enjoy including voting rights and rights in the Company as to dividend prior to conversion of Options into Shares and CC may also stipulate lock in period for the Shares issued pursuant to exercise of Options.

18. Appointment of Nominee:

The Employee(s)/Director(s) may appoint in terms of the scheme, his spouse / parent(s) / child (ren) (in the case of minor child (ren) through a guardian) or any other person as nominee(s) for the purpose of exercising the rights subject to the obligations of the employee/director, in the event of death of the employee/director, The Employee/Director concerned shall appoint such nominee(s) as per the Form prescribed. The Employee/Director has the right to revoke such nomination at any time and a fresh nomination may be made on such revocation. If the Employee/Director does not have a spouse / parent(s) / child(ren) surviving, any other person may be nominated. The nominee specified as aforesaid shall alone be entitled to exercise the rights of the Employee /Director concerned and the Company shall not be liable in relation to any rights and obligations amongst the legal heirs inter se of the Employee/Director concerned. In the absence of nomination or in the event of death of the nominee before exercising the options under the Scheme, the legal heirs of the Employee/Director shall have the right to exercise the options as vested on the Employee/Director on his death.

19. Government Regulations:

This Scheme shall be subject to all applicable laws, rules, regulations, notifications and to such approvals by any governmental agencies as may be required. The Grant of Options under the ESOS shall entitle the Company to require the participants in the Scheme to comply with such requirements of law, from time to time, as may be necessary in the opinion of the Company.

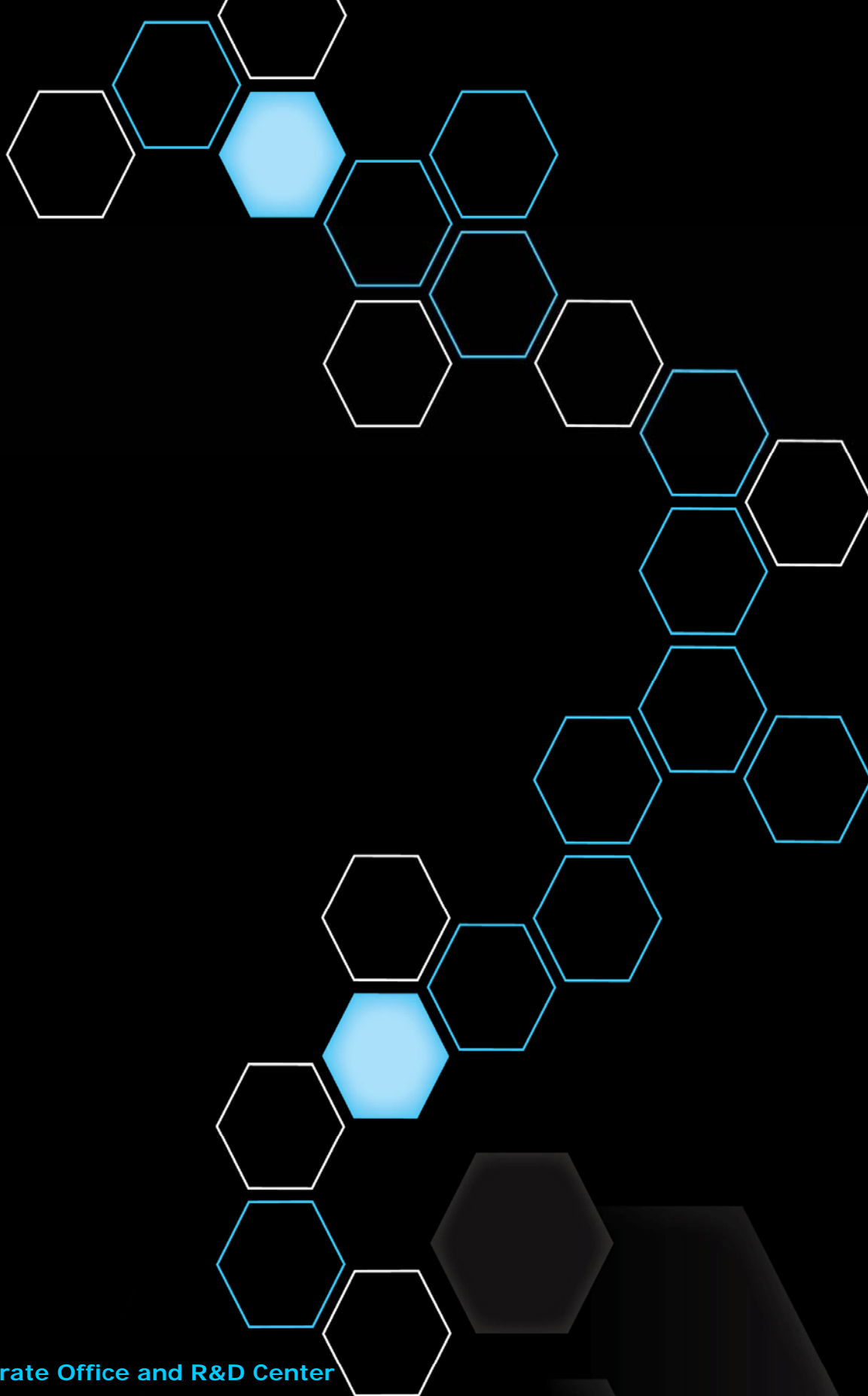
20. Changes in terms and conditions of the Scheme:

The Company or the CC, as the case may be, may, at any time, in exercise of the powers vested by the shareholders of the Company in the general meeting approving the introduction of the Scheme, at its discretion, change the terms and conditions of the Scheme in order to comply with the SEBI Guidelines or any other laws / enactments, or amendments thereto, that have a bearing on the Scheme. It will be ensured, that such change(s) are not detrimental to the interests of the Option Grantee / Holder.

21. Interpretation:

In the event of a conflict between the terms and conditions of the Scheme and the terms and conditions of the Agreement entered into by the Company and the Employee/Director as relating to the Scheme, the terms and conditions of the Scheme shall prevail. Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the Scheme / agreement, shall be referred to the CC and shall be determined by the CC and any such determination / decision / interpretation by the CC shall be binding on all persons affected thereby. Any dispute that may arise as relating to any clause in the Scheme and / or this agreement shall be subject to the exclusive jurisdiction of the courts in Chennai.

22. Period of the Scheme: The maximum period within which the options shall be vested is upon the completion of 5 (five) years from the date of Grant of Option and the Exercise Period shall expire not later than 10 (Ten) years from the date of final vesting. Within these outer limits, the Compensation Committee may fix such vesting period and exercise period, as it may deem fit.



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