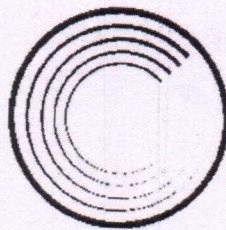


CC- Employee Stock Option Plan 2025



COOL CAPS
INDUSTRIES

Address: 23, Sarat Bose Road, Annapurna Apartment, First Floor, Flat - 1C, Kolkata, 700020

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1. Name, objective and term of the Plan

- 1.1. This Plan shall be called “CC - Employee Stock Option Plan 2025” (“ESOP Plan, 2025” or “Plan”) adopted by Cool Caps Industries Limited (“Company” or “Cool Caps”) having its registered office at 23, Sarat Bose Road, Annapurna Apartment, First Floor, Flat - 1C, Kolkata, 700020, or such other addresses as may be changed from time to time.
- 1.2. This Plan is equally applicable to the Company’s holding, subsidiary, associate and other Group company(ies) (whether existing or future) as permissible under the Applicable Law. Any reference to the term “Company” in this Plan, shall be deemed to include a reference to the Company’s holding, subsidiary and other Group company(ies), as permissible under the Applicable Law, as well and shall be read accordingly, unless the context provides otherwise.
- 1.3. The objective of the Plan is to reward the Employees of the Company for their association with the Company, their performance as well as to attract, retain and reward them for contributing to the growth and profitability of the Company. The Company views Employee Stock Options as an instrument that would enable the Employees to get a share in the value they create for the Company in the years to come.
- 1.4. The Board and Committee had, originally, in their meeting(s) held on May 14, 2025, authorized and given its in-principle approval to constitute, adopt and approve the ESOP Plan, 2025. The constitution, adoption and approval of the Plan have been further approved by the shareholders of the Company on June 11, 2025 . The Plan shall continue to be in force until the later of
 - i) its termination by the Company as per provisions of Applicable Laws; or
 - ii) the date on which all the Options have been Exercised/lapsed/forfeited or otherwise dealt with in accordance with the Plan.
- 1.5. However, the Board / Committee may at any time before such period decide to dissolve the Plan for reasons recorded provided such early termination is not prejudicial to the interest of any of the Option Holders of the Company.
- 1.6. The Board/Committee, subject to compliance with Applicable Laws (including shareholder approval where required), may at any time, further alter, amend, suspend, or terminate the Plan provided such alteration, amendment, suspension or termination is not prejudicial to the interest of any of the Option Holders of the Company.

2. Definitions and Interpretation

2.1. Definitions

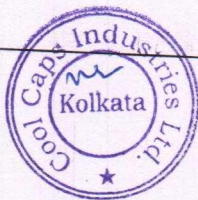
- i. “Applicable Law” means every law relating to the employee stock options, including but not limited to:
 - a. relevant provisions of the Companies Act, 2013 (‘Act’) read with the rules framed thereunder;



- b. relevant provisions of the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 ('SBEB Regulations'); and
 - c. all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives and orders as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, or any Stock Exchange(s) on which the Shares are listed / may be listed, having the force of law, in any jurisdiction, as may be applicable to the Company.
- ii. **"Board"** means the Board of Directors of the Company;
 - iii. **"Charter Documents"** shall mean the Memorandum of Association and Articles of Association of the Company;
 - iv. **"Committee"** means Nomination and Remuneration Committee of the Company ('NRC') constituted by the Board of Directors and is designated as Compensation Committee for the purpose of monitoring, administering, superintending, and implementing the Plan in compliance with SBEB Regulations;
 - v. **"Company's Policies/Terms of Employment"** means the policies framed by the Company for Employees read with the terms of employment as contained in the employment letter;
 - vi. **"Death"** for the purpose of this Plan shall refer to death of an Employee during the continuance of employment or service with the Company;
 - vii. **"Director"** means a director appointed to the Board of the Company;
 - viii. **"Eligibility Criteria"** shall mean the criteria set by the Board/Committee, from time to time, for determining the eligibility of Employees for the purpose of issuing Options pursuant to the Plan and in the manner so determined;
 - ix. **"Eligible Employee(s)"** means such Employees of the Company, who meet the Eligibility Criteria for grant of Options as determined by the Board or the Committee as the case may be, in compliance with the Applicable Law;
 - x. **"Employee"** means
 - i) an employee as designated by the Company, who is exclusively working in India or outside India,
 - ii) a Director of the Company, whether 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-clause (i) and (ii) above of a Group company including subsidiary or its associate company, in India or outside India, or of a holding company of the Company; but excludes-
 - i) an Employee who is a Promoter or belongs to the Promoter Group; or
 - ii) 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;



- xi. **"Employment Agreement"** shall, with respect to an Employee, mean the document(s) containing the terms of employment of such Employee, which may be in the form of an agreement executed between the Employee and the Company, a letter issued by the Company and acknowledged by the Employee or any other form as opted by the Company in its sole discretion;
- xii. **"Employee Stock Option" or "Option"** means an option granted to an Eligible Employee, which gives such Eligible 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;
- xiii. **"ESOP Plan, 2025" or "Plan" or "Plan"** means the CC- Employee Stock Option Plan 2025 as amended from time to time under which the Company is authorized to grant Options to the Employees;
- xiv. **"Exercise"** of an Option means expression of an intention by an Option Grantee to the Company to purchase the Shares underlying the Options vested in him, in pursuance of the Plan, in accordance with the procedure laid down by the Company for Exercise of Options, including by way of making of an application by the Employee to the Company against vested options in pursuance of the Plan;
- xv. **"Exercise Period"** means such time period after Vesting within which the Option Grantee can exercise the Options vested in him in pursuance of the Plan;
- xvi. **"Exercise Price"** means the price payable by an Employee to exercise the Options vested in him in pursuance of the Plan;
- xvii. **"Grant"** means the process by which the Company issues Options to an Eligible Employee under this Plan;
- xviii. **"Grant Date"** means the date of the meeting of the Committee in which grant of Options to the Eligible Employees are approved;
Explanation: For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards;
- xix. **"Grant Letter"/ "Letter of Grant"** shall mean a letter issued by the Company, in the form and manner prescribed under Appendix A, intimating an Eligible Employee of the Options granted to him for acquiring a specified number of Shares in pursuance of the Plan subject to such modifications as the Board/Committee may determine from time to time. However, once an Employee acknowledges the Grant Letter, no modification may be made in the terms which are prejudicial to the Employee except as may be permissible under Applicable Law;
- xx. **"Group"** means two or more companies which, directly or indirectly, are in a position to—
 - (i) exercise twenty-six per cent. or more of the voting rights in the other company; or
 - (ii) appoint more than fifty per cent. of the members of the Board of Directors in the other company; or
 - (iii) control the management or affairs of the other company;
- 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,



amounting to violation or breach of Terms of Employment as determined by the Committee after giving the Employee a reasonable opportunity of being heard:

- a. committing of any act warranting summary termination under law; or
- b. conduct which, in the reasonable opinion of the Committee, amounts to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or
- c. a finding by the Committee that an Employee has committed any material or consistent breach of any of the terms or conditions of Employment Agreement including any willful neglect of or refusal to carry out any of his duties or to comply with any instruction given to him by the employer; or
- d. being convicted of any criminal offence; or
- e. being disqualified from holding office in the Company or any other company under any legislation or being disqualified or disbarred from membership of, or being subject to any serious disciplinary action by, any regulatory body within the industry, which undermines the confidence of the employer in the individual's continued employment; or
- f. having acted or attempted to act in any way which in the opinion of the Committee has brought or could bring the Company or any other Group Company into disrepute or discredit;
- g. breach or violation of any Company Policies/ Terms of Employment; and
- h. Any other actions or omissions thereof not included above but defined as Misconduct in the Company's rules or Employment Agreement and/or appointment letter.

- xxii. **"Option"** means Employee Stock Options within the meaning of this Plan;
- xxiii. **"Option Grantee"** means an Employee who has been granted an Option and has accepted such Grant and who has a right but not an obligation to exercise the Option in pursuance of this Plan and shall deem to include nominee/ legal heir of an Option Grantee in case of his Death to the extent provisions of the Plan 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 Board or Committee, as the case may be, 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 ('ICDR Regulations');
- 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;
- xxvii. **"Relevant Date"** means any of the following dates as per the requirement of the context :
- i. in the case of Grant, the date of the meeting of the Committee on which the Grant is approved ; 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 rules of the Company;
- xxix. **"Shares"** means equity shares of the Company of face value of Rs. 2 (Two) each fully paid-up including the equity shares arising out of the Exercise of Options granted under Plan;
- xxx. **"Subsidiary Company"** means a subsidiary (both existing and future) as defined under sub-section (87) of section 2 of the Companies Act, 2013;
- xxxi. **"Unvested Option"** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such and in respect whereof the Option Grantee has not become eligible to exercise the Option;
- xxxii. **"Valuation Price or Market Price"** means the the latest available closing price on a recognised stock exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date;
- xxxiii. **"Vested Option(s)"** means an Option in respect of which the relevant Vesting Conditions have been satisfied and in respect whereof the Option Grantee has become eligible to exercise the Option;
- xxxiv. **"Vesting"** means the process by which the Option Grantee becomes entitled to receive benefit of a grant made to him including the right to Exercise the Options granted to him in pursuance of the Plan;
- xxxv. **"Vesting Condition(s)"** means any condition(s) determined by the Board/Committee subject to which the Options granted would vest in an Option Grantee and includes the vesting schedule as mentioned in the Grant Letter provided to an Option Grantee;
- xxxvi. **"Vesting Period"** means the period during which the vesting of the Option granted to the Employee, in pursuance of the Plan, takes place;

Words and expressions used and not defined in this Plan but defined in the Act, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013 and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations

2.2 Interpretation

In this Plan, unless the contrary intention appears:

- a) All questions of interpretation, discrepancies with the Plan shall be referred to the Board/Committee for its determination. The Board/Committee is authorized to interpret the Plan, to establish any rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Plan.
- b) The Board/Committee may correct any defect, omission or reconcile any inconsistency in the Plan in the manner and to the extent the Board/Committee deems necessary or desirable subject to regulation 7 of SBEB Regulations.
- c) Any decision of the Board/Committee in the interpretation and administration of the Plan shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.



- d) The Board/Committee may frame suitable policies and systems to ensure that there is no violation of any Applicable Law.
- e) No member of the Board/Committee shall be personally liable for any decision or action taken in good faith in pursuance of the Plan.
- f) The clause headings are for ease of reference only and shall not be relevant to interpretation;
- g) Reference to a clause number is a reference to its sub-clauses;
- h) Words in singular number include the plural and vice versa;
- i) Words importing a gender include any other gender;
- j) For the purposes of any calculation under this Plan, any fraction will be rounded up or down to the nearest integer;
- k) Reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof;
- l) 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 Plan have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Laws as the context requires; and

In the event any clause of the Plan appears to be in contradiction to the provisions of the Articles of the Company as well as the Applicable Law, the provisions of the Articles, to the extent the same are not in contradiction to the Applicable Law, shall apply in the context of the Plan.

3. Authority and ceiling

The Company has authorized the Grant of such number of Employee Stock Options under ESOP Plan 2025, in one or more tranches, to the Eligible Employees of the Company and its holding or subsidiary company(ies) as may be determined by the NRC (also designated as Compensation Committee), which in aggregate shall be exercisable into not more than 10,00,000 (Ten Lakhs Only) equity shares of the Company each fully paid up in accordance with the terms and conditions of such issue.

4. Administration

The Plan shall be administered by the Board and/or the Committee, as the case may be. The Board/Committee's powers in relation to the Plan are defined below:

4.1. Powers of Board/Committee

The Board/Committee shall have the following powers:

- i. Decide the Eligibility Criteria for Employees to be eligible under the Plan and make amendments as and when required;
- ii. Identify employees who are eligible for Employee Stock Options;
- iii. Decide on the number of Options to be granted, the number of tranches, the Vesting of Options, Exercise of Options and Exercise Price;
- iv. Procedure and terms of Grant, Vesting and Exercise of the Options;
- v. The terms and conditions for Accelerated Vesting of Options;
- vi. The number of Options reserved, if any, for grant to new or prospective Employees;
- vii. To make fair and reasonable adjustments in case of corporate actions;



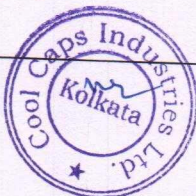
- viii. Frame any other bye-laws, rules or procedures as it may deem fit for administering the Plan;
 - ix. Approve forms, agreements, templates for use in pursuance of the Plan;
 - x. All other matters that must be determined in connection with an Option under the Plan.
 - xi. The procedure for funding for Exercise of Options, as permitted under the Applicable Law;
- 4.2. All decisions of the Board/Committee shall be in good faith and shall be final and binding on the Employees. The Board/Committee shall not be personally liable for any decisions taken pursuant to the Plan. Provided however, any Employee shall not be involved in the Board/Committee's deliberations in respect of any Options Granted to such Employee.
- 4.3. All questions of interpretation of the Plan or any Option shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Plan or in any Option issued thereunder.
- 4.4. The Committee shall have all of the powers and rights of the Board granted herein (including without limitation as relates to the Grant, Vesting and Exercise of Options), save for the following rights and powers which shall be reserved to the Board:
- i. the right to terminate or amend this ESOP, 2025; and
 - ii. any other right or power which the Board may resolve to reserve for itself, whether at the time of delegation to a Committee or at any time thereafter.

5. Eligibility and Applicability

- 5.1. Eligible Employees can be granted Option under Plan. The specific Employees to whom the Option would be granted, and their Eligibility Criteria shall be determined by the Board/Committee.
- 5.2. The Plan shall be applicable to the Company, and any successor company (in case of any scheme of arrangement) thereof.
- 5.3. The process for determining the eligibility of the Employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Board/Committee at its sole discretion, from time to time.

6. Grant

- 6.1. Upon selection of an Employee by the Board/Committee who fulfils the Eligibility Criteria, a Letter of Grant specifying the number of Options granted, the manner in which the Options shall Vest, the Exercise Price and any other specific terms and conditions as determined by the Board/Committee shall be given to the Eligible Employee within 10 (Ten) days of the Grant.
- 6.2. An Employee identified for issue of Options shall be furnished with:
- i. a copy of the Plan for his perusal
 - ii. a Letter of Grant for his acceptance; and



- iii. any other form or document as the Board/Committee may decide in its sole discretion.
- 6.3. An Employee who wishes to accept the Grant of the Options must deliver a confirmation in writing in such format as may be prescribed by the Board/Committee from time to time, duly completed and executed as required on or before the date stated in the Letter of Grant.
- 6.4. In the event that an Option Grantee is transferred or deputed to a Group Company prior to Vesting or Exercise, the Vesting and Exercise as per the terms of Grant shall continue even after the transfer or deputation unless otherwise determined by the Board.
- 6.5. Any Grant given under this Plan shall not be construed as any guarantee of return on any investment. Any loss due to fluctuations in the price of the Shares and the risks associated with the investments is that of the Employee alone.
- 6.6. The maximum number of Options that may be granted to any Employee shall be decided by the Board or NRC. However, in case the number of Options proposed to be granted to any Employee, during any one year, equals to or exceeds 1 % of the issued capital (excluding outstanding warrants and conversions), of the Company at the time of grant of Options, prior approval of the shareholders by way of a separate resolution shall be obtained.

7. Vesting

- 7.1. The Board/Committee in discretion shall determine in each Grant Letter the period and conditions, if any, upon which the Options shall Vest. Provided however that, there shall be a minimum period of 1 (one) year between the Grant of Options and Vesting of Options.
- 7.2. The Vesting can be time-based (certain number of Options vests on specified dates) or performance-based (Vesting based on attainment of specific targeted milestones as detailed in the Grant Letter) or a combination of the two, as decided by the Board/Committee and mentioned in the specific Grant Letter.
- 7.3. Vesting of Options and issuance or allotment of Shares pursuant to Exercise of Options shall be subject to the following terms and conditions (in addition to the other provisions of the Plan):
- 7.4. Accelerated Vesting
In certain extra-ordinary circumstances relating to retirement, superannuation, resignation etc, restructuring including merger, amalgamation, acquisition etc vesting of all Unvested Options and/or Exercise Period of Vested Options may be accelerated at the sole and absolute discretion of the Board/Committee upon such terms and conditions as it deems fit.
- 7.4. In the event of corporate restructuring
In the event of a merger / amalgamation / acquisition etc of the Company, the Board shall endeavour that the resulting entity assumes and continues all Options outstanding under the Plan or shall substitute similar options for those outstanding under the Plan to the extent permitted by the Applicable Law.



In the event the resulting / surviving entity does not adopt and continue the Options as set forth above, the Board / Committee shall, at its sole discretion, decide the manner in which the Options shall be treated, including Accelerated Vesting, if applicable. The time period for Exercise shall be prior to or simultaneously with the merger / re-constitution / amalgamation / acquisition.

Any Vested Options (including those Vested on an accelerated basis, if any) not Exercised prior to or simultaneously with such event shall be subject to such treatment as may be decided by the Board at its sole discretion.

7.5. Fair and reasonable adjustments in case of corporate actions:

The Board/Committee shall have the power to provide for the procedures that may be adopted for making a fair and reasonable adjustment to the number of Shares to be issued to an Employee on Exercise of the Option and determination of Exercise Price, in cases of corporate actions such as a stock split, bonus, consolidation, merger or any other restructuring of the Company.

Unless otherwise determined by the Board / Committee, in the event of a dissolution, winding up of the Company, all Unvested Options, and Vested Options not Exercised prior to such event, shall lapse.

8. **Exercise**

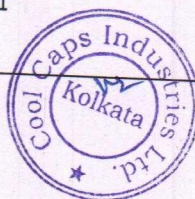
8.1. Exercise Period

An Employee can Exercise his Vested Options in one or more tranches at any time during a period of 5 (five) years from date of Vesting. All Vested Options shall lapse if not Exercised within the Exercise Period, unless otherwise determined by the Board.

8.2. The terms and conditions under which Options vested in Employees may lapse and the time period within which the Employee shall exercise the vested options in the event of a proposed termination of employment or resignation of employee is detailed in Table 1 below:

Table 1.

| Sr. No. | Particulars | Vested Options | Unvested Options |
|---------|--|---|--|
| 1 | Resignation/ Termination (other than due to Misconduct or breach of Company's policies/Terms of Employment from time to time). | All the vested Options as on the date of submission of resignation/date of termination (other than due to Misconduct or breach of Company policies/Terms of Employment from time to time) shall be exercisable by the Employee within 1 year from the date of vesting of Options or 1 year from the effective date of resignation, whichever is later | All the unvested Options on the date of submission of resignation/date of termination (other than due to Misconduct or breach of Company policies/terms of employment from time to time) shall stand cancelled with effect from the effective date of Resignation / Termination. |
| 2 | Termination due to | All the vested Options which were | All unvested Options on the date of |



| | | | |
|---|---|---|--|
| | Misconduct or due to breach of Company's policies or the Terms of Employment from time to time. | not exercised at the time of such termination shall stand cancelled with effect from the date of such termination | such termination shall stand cancelled with effect from that date. |
| 3 | Retirement/Superannuation/Early retirement approved by the Company | All vested Options as on date of Retirement/Superannuation/ Early retirement approved by the Company shall be exercisable in accordance with the respective vesting schedules under this Scheme even after retirement or superannuation in accordance with the Company's policies and Applicable Law. | Unvested Options would continue to vest and will be exercised in accordance with the respective vesting schedules under this Scheme even after retirement or superannuation in accordance with the Company's policies and Applicable Law. |
| 4 | Death or Permanent Incapacity while in employment | All vested options as on the date of death or Permanent Incapacity while in employment may be exercisable immediately by the Employee or legal heirs and/or nominees, as the case may be. | In the event of death or Permanent Incapacity of the Employee while in employment, all the options granted under this Scheme to him till his death shall vest, with effect from the date of his death, Permanent Incapacity in the legal heirs or nominees of the deceased employee, as the case may be. |
| 5 | Any other reason apart from those mentioned above | The Board/ Committee shall at its absolute discretion decide whether the Vested Options as on the date of separation, can be Exercised by the Employee or not, and such decision shall be binding and final. | The Board/Committee shall at its absolute discretion decide whether Unvested Options, as on the date of separation, shall continue and can be Exercised upon vesting, by the Employee or not, and such decision shall be binding and final. |

8.3. Additional Terms for Exercise of Options

8.3.1. Unless otherwise decided by the Board / Committee in extraordinary circumstances, any Employee who wishes to Exercise his Vested Options shall fill up the Exercise form as provided in the Appendix B attached hereinafter and send it via email to the Company's email address.

8.3.2. The Board / Committee at its sole discretion may require the Employee who wishes to Exercise his Vested Options to execute a deed of adherence agreeing to abide by the Charter Documents and/or any shareholders' agreement.



8.3.3. The Exercise Price shall be as mentioned in the Letter of Grant, subject to such price not being less than the face value of the Share(s) that will be issued pursuant to the Exercise of the Option(s) and further subject to the Company following the requirements of the Applicable Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 including any 'Guidance Note on Accounting for employee share-based Payments' issued in that regard from time to time.

8.3.4. Payment of the Exercise Price shall be made by a demand draft drawn in favour of the Company or by online fund transfer via Net banking

8.3.5. All Shares of the Company allotted consequent to Exercise of Options shall rank *pari passu* (at the same rate) with the existing Equity Shares.

8.3.6. An Employee's right to Exercise Vested Options will be kept at abeyance or cancelled, as may be decided by the Board/Committee in its sole discretion, if an Employee has been suspended from the services of the Company, or a show cause notice has been issued, or an enquiry is being or has been initiated, for any reason whatsoever, including but not limited to, misconduct, violation of the Company's policies, codes of the Company or terms of employment or for having committed or abetted any illegal or unlawful activity.

8.4. Right to prescribe for cashless exercise:

Notwithstanding anything contained in the foregoing provisions relating to Exercise of Options and subject to Applicable Laws, the Board/Committee is entitled to specify such procedures and mechanisms for implementing the cashless exercise of Options as may be necessary and the same shall be binding on all the Employees. The procedure may *inter alia* require the Employees to authorize any person nominated by the Company to deal with the Options on the Employees' behalf till the realization of sales proceeds.

9. **Variation in the terms of the Plan**

9.1. The Company may by special resolution of its shareholders vary the terms of the Options granted but not yet exercised by the employees, if such variation is not prejudicial to the interests of the employees.

9.2. The Company shall be entitled to vary the terms of the schemes to meet any regulatory requirement without seeking shareholders' approval by special resolution.

10. **Transferability and Shareholders Rights**

10.1. The Options shall not be pledged or otherwise alienated in any manner whatsoever. The Company shall not recognize any pledge, hypothecation, mortgage and/or other alienation done in violation of this condition. The Options till such time they are Exercised shall not be transferable to any person except in the event of the Death of the Employee in accordance with this Plan .

10.2. The Shares allotted pursuant to Exercise of the Options shall be subject to the terms and conditions contained in the Charter Documents and the provisions of Applicable Law.



- 10.3. The Employee 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 Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted on Exercise of such Employee Stock Option
- 10.4. If the Company issues bonus shares, rights shares or declares dividend, the Employee will not be eligible for such bonus shares, rights shares or dividend in the capacity of an Option Grantee other than to the extent he or she is eligible as a shareholder. However, an adjustment to the number of Shares to be issued pursuant to Exercise of the Options or the Exercise Price or both may be made in accordance with the directions of the Board.
- 10.5. In case of a split, consolidation or other reorganization of the capital structure of the Company from time to time, the maximum number of Shares available that can be issued or acquired under the Plan, and consequently the number of Options granted, Vested and/or Exercisable, shall stand modified accordingly so as to ensure that the cumulative face value (number of Shares multiplied by the face value per share) prior to such share consolidation or reorganization, as the case may be, remains unchanged after such share split, consolidation or reorganization of capital structure.
- 10.6. Nothing herein is intended to or shall give the Employee any right or status of any kind as a shareholder of the Company in respect of any Shares covered by the issue of Options unless the Employee Exercises the Vested Options and the Company makes the necessary allotment or recording of the transfer of Shares and the Employee becomes a registered holder of such Shares.
- 10.7. Nothing contained in this Plan or in any issue of Option made shall confer on any Employee any right with respect to continuation of employment or engagement (in any capacity whatsoever) with the Company

11. Taxation

The Employee is liable to pay income tax as a result of exercise of Options. Payment of tax is the sole responsibility of the Employee. The Company however has the responsibility to deduct requisite tax deducted at source (TDS) upon Exercise. In any other case, the Employee must pay all such income tax dues before he gets his Shares allotted by the Company upon exercise of Options. The income tax computation will be based on applicable provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof (Income Tax Act).

12. Confidentiality

- 12.1. Employees must keep the details of this Plan and any Grant made to him and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peers, colleagues, co-employees or with any employee and/or associate of the Company or that of its affiliates or any third party.
- 12.2. On acceptance of Letter of Grant, the Employee agrees that the Company may be required to disclose information of the Employee during the process of implementation of this Plan or while availing services relating to ESOP consultancy, advisory services or ESOP Management services and/or any other such incidental or services



13. Accounting Policies, Valuation of Options & Certificate of Secretarial Auditors

- 13.1. The Company shall follow the relevant 'Accounting Standards' and 'Guidance Note on Accounting for Employee Share-based Payments' as may be prescribed by the Institute of Chartered Accountants of India from time to time, including the disclosure requirements prescribed therein. Valuation of Options will be based on "intrinsic value" or "fair value" (based on Black-Scholes model) obtained from a registered valuer as deemed fit by the Company.
- 13.2. The Board shall at each annual general meeting place before the Shareholders a certificate from the secretarial auditors of the Company that this Plan has been implemented in accordance with the Applicable Laws and in accordance with the resolution of the Company in the general meeting.

14. Notices

- 14.1. All notices or communication(s) required to be given by the Company to an Option Grantee or by an Option Grantee to the Company by virtue of this Plan shall be in writing.
- 14.2. The communications to an Option Grantee by the Company shall be 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 by the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.
- 14.3. All notices or communication(s) to be given by an Option Grantee to the Company in respect of the Plan shall be sent to the address mentioned below:

Arijit Ghosh

Company Secretary & Compliance officer

E-mail: cs@coolcapsindustries.in

Address: 23, Sarat Bose Road, Annapurna Apartment, Suit 1C, 1st Floor, Kolkata – 700020

- 14.4. The Employee has to nominate a person as his nominee. The nominee, in case of death or legal incapacity of the 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 Plan.

15. Severability

- 15.1. In the event any term, condition, clause or provision of this Plan comes under violation or is contrary to any Applicable Law, the same shall be severable from the rest of this Plan and the rest of the Plan shall stand unchanged.
- 15.2. This Plan and the Grant of any Option or acquisition of any Shares pursuant to the Exercise of any Option shall be subject to all Applicable Laws, and approvals from



governmental authorities, if any. The inability of the Company to obtain such an approval shall relieve the Company of any liability.

16. Arbitration

All disputes arising out of or in connection with the Plan shall be referred to arbitration before a panel of three arbitrators. Each party, i.e. the Company and the Employee, to the dispute shall appoint one arbitrator and the two appointed arbitrators shall jointly appoint the third arbitrator, who shall act as the presiding arbitrator of the tribunal. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be Kolkata, India. The language of the arbitration shall be English.

17. Governing Law & Jurisdiction

17.1. The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India. Subject to Clause 16 (Arbitration) above, the courts/tribunals in Kolkata, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in connection with this Plan and documents executed in relation to the Plan.

17.2. In case any Option is granted to an Employee who is a resident outside India and working for the Company from outside India, the provisions of the Foreign Exchange Management Act, 1999, along with any rules or regulations made thereunder, as amended from time to time, shall apply. The Company must comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Options and issue of Shares thereof.

For and on behalf of the Board of Cool Caps Industries Limited
For COOL CAPS INDUSTRIES LTD.

Rajeev Goenka
Chairman-Cum-Managing Director
Rajeev Goenka DIN : 00181693
Chairman & Managing Director
DIN- 00181693

Appendix A
Specimen Letter of Grant
[to be printed on the letter head of the Company]

Date: [●]

To,

[Insert name and address of the Employee]

It gives me immense pleasure in informing you of the Company's decision to issue you the Options set out below in pursuance of the **CC- Employee Stock Options Plan 2025 ('Plan')**. Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Plan.

You are an important member of this organization. We all are committed to build the Company as a formidable organization and in the process, create value for all our stakeholders. While you help create this value, we would like you to get a share in this value too.

It gives me great pleasure to inform you that you have been awarded [●] **Options** under the abovementioned Plan. Each Option entitles you to one fully paid-up equity share in the Company. Being an Option Holder, you would be entitled to become a shareholder of the Company as per the terms of the Plan.

The Options granted would vest as specified in the 'Particulars of Grant' attached with this letter. Each of the Options is being granted at an Exercise Price of [●]. The salient features of the Plan are explained in "**CC-Employee Stock Options Plan**" which is being enclosed herewith.

These Options are a token of our appreciation and gratitude for believing in the Company. We believe this is just the beginning and hope you will continue to extend your support in the years to come. These Options are being awarded to you considering your present role and the contribution to the value you are expected to make in the future. As the Company grows as a whole, the value of these Options would also increase.

If you wish to accept the Options granted herein please sign and deliver a copy of this Letter of Grant to the registered office of the Company and addressed to the Board/NRC on or before [●]. The duly accepted copy of this Letter of Grant forwarded to the Board/NRC shall be contained in an envelope marked "Private and Confidential".

Once again, we congratulate you on your journey towards sharing the ownership of the Company and look forward to working with you.

For and on behalf of the Board of Cool Caps Industries Limited
For COOL CAPS INDUSTRIES LTD.


Rajeev Goenka
Chairman-Cum-Managing Director
DIN : 00181693
Chairman & Managing Director
DIN- 00181693

Encl: Copy of the duly adopted CC- Employee Stock Options Plan 2025
Encl: Particulars of Grant

I have read the Letter of Grant dated [●] and agree to be bound by the rules of the CC- Employee Stock Options Plan 2025 stated therein and terms provided under the Letter of Grant. I hereby accept the following number of Options.

Number of Options accepted: [*]

I understand that I am not obliged to Exercise the Options. I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Grant and the Plan constitute the entire agreement between us relating to the Options.

Name (in full): [●]

Address: [●]

Nationality: [●]

PAN: [●]

Date: [●]



Appendix B
Specimen Exercise Form

Date: [●]

From,
[Name of the Employee]

To,
The Board
Cool Caps Industries Limited

This refers to [●] Options granted to me by way of a Letter of Grant dated [●] pursuant to the CC- Employee Stock Options Plan 2025 ("Plan"). As on the date hereof [●] Options issued to me have become Vested Options in accordance with the terms and conditions of the Plan.

By way of this Exercise form, I hereby Exercise [●] of these Vested Options and acknowledge and agree that the Shares to be issued to me pursuant to such Exercise, and my rights and obligations as a shareholder in the Company, shall be subject to the provisions of the Plan, the Charter Documents of the Company and the Applicable Law.

I hereby undertake to execute any and all documents and do all such acts, necessary on my part as to enable me to be a registered holder of the Shares issued or sold to me pursuant to the Exercise of [●] the Vested Options.

Further, I hereby authorize the Company to deduct, if necessary, perquisite or any other applicable taxes in connection with the Exercise or purchase or allotment of the Shares in accordance with the terms of the Plan. In case the Company is unable to deduct the full amount of taxes in connection with the Exercise, issuance or sale of Shares from my salary or any amounts due to me, I hereby undertake to pay all such amounts within **30 (thirty) days of receipt of a notice** from the Company intimating me of such inability to deduct the full amount of taxes and in any event prior to any Shares being allotted or sold to me pursuant to the Exercise of the Vested Options by way of this Exercise Application.

Other relevant details of the Employee:

| | |
|-----------------------------------|-----|
| Employee ID (if applicable) | [●] |
| Full Name | [●] |
| Address | [●] |
| Email Address | [●] |
| Mobile No | [●] |
| PAN | [●] |
| Details of Payment | [●] |
| NEFT Details | |
| Specimen Signature | [●] |
| Total Amount Payable (in figures) | [●] |
| Total Amount Payable (in words) | [●] |
| | [●] |



I hereby declare that the particulars given above are true and correct and that the Company shall in no way be liable for any loss or liability arising out of the said particulars furnished by me. I hereby undertake to indemnify the Company for any such loss or liability.

Thanking you

Name: [●]

Designation: [●]



Appendix C
NOMINATION FORM

Date: [●]

To,
Board of Directors
Cool Caps Industries Limited

I, [name of the employee], the holder of [*] nos. of Options granted to me by way of a Letter of Grant dated [date of letter of grant] pursuant to the Plan, wish to make a nomination and do hereby nominate the following person in whom all rights of Exercise of such Options shall Vest in the event of my death, subject to the terms and conditions of Plan.

NAME AND ADDRESS OF NOMINEE

Name: [●]

Address: [●]

Age (As on the date of this nomination form): [●]

Date of Birth: [●]

Name and Address of Guardian, in case nominee is a minor: [●]

PAN: [●]

Terms, conditions and instructions:

1. The nomination can only be made by the Employee.
2. A copy of a notarized valid identity proof of the nominee shall be submitted along with this nomination form. The name filled in this nomination form shall be exactly as set out in the identity proof submitted along with this nomination form.
3. A valid identity proof shall be a valid voter's identity card or a valid driving license or a valid passport or a birth certificate or such other document as may be confirmed by the Company from time to time.
4. A minor can be nominated by an Employee and in that event the name and address of the guardian shall be given along with a valid identity proof of the guardian as required above.
5. The nominee shall be a natural person and shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of attorney holder.
6. Allotment of Options in favour of a nominee shall be a valid discharge by the Company against the legal heir.
7. The intimation regarding the nomination or the Nomination Form shall be filed in duplicate with the Company and the Company will return one copy duly acknowledged thereof to the Employee.

I hereby agree and acknowledge the terms, conditions and instructions set out above.

Name: [●]

Address: [●]

Date: [●]

1. Signature, Name and Address of Witness
[●]

