

To

The General Manager, Listing Department, BSE Limited, 1 st Floor, New Trading Wing, Rotunda Building, P.J. Towers, Dalal Street Fort, Mumbai-400001	The Manager, Listing Department, National Stock Exchange of India Ltd, Exchange Plaza, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
Scrip Code: 519602	Scrip Code: KELLTONTEC

Dear Sir/Madam,

Sub: Outcome of the Board Meeting held on Thursday September 05, 2024 under Regulation 30 read with Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [“Listing Regulations”]

The Board of Directors of the Company at its meeting held today, *i.e.*, September 05, 2024, which commenced at 06:00 P.M. and concluded at 6:20 P.M. has, inter-alia, considered and approved the following businesses:

1. Reappointment of Mr. Niranjana Chintam (DIN: 01658591) as Managing Director of the Company for a period of 3 (Three) years subject to the Approval of the Shareholder in the ensuing Annual General Meeting of the Company. The details as required under Listing Regulations read with SEBI Circular No. **SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123** dated July 13, 2023 along with Brief Profile is attached herewith as **Annexure – I**.
2. Revision in the remuneration of Mr. Niranjana Chintam (DIN-01658591), the Whole Time Director & Chief Financial Officer of the Company.
3. Revision in the remuneration of Mr. Krishna Chintam (DIN-01658145), the Managing Director & Chief Executive Officer.
4. Revision in the remuneration of Mr. Karanjit Singh(DIN-06898258), Executive Director of the Company.
5. To fix the date of 30th Annual General Meeting of the Company, which will be held through Video Conferencing (“VC”) or Other Audio Visual Means (“OAVM”) on Monday, September 30, 2024 at 11.00 A.M.
6. Amendment to the Kellton Tech Solutions Limited Employees Stock Option Scheme, 2013. The details as required under Listing Regulations read with SEBI Circular No. **SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123** dated July 13, 2023 is attached herewith as **Annexure – II**.

Further, pursuant to Stock Exchange Circulars dated June 20, 2018, regarding “**Enforcement of SEBI Orders regarding appointment of Directors by Listed Companies**”, we specifically affirm that none of the aforesaid Directors are debarred from holding the office of director by virtue of any SEBI order or any other such authority.

The above information shall also be made available on Company’s website <https://www.kellton.com>

Thanking You,

For Kellton Tech Solutions Limited

Niranjan Chintam

Director

DIN: 01658591

Date: September 05, 2024

Place: Hyderabad

Requisite Details in terms of SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023:

Name of the Director	Niranjan Chintam
Reasons for change	Re-appointment
Date of re-appointment	For a term of 3 (Three) years <i>i.e.</i> , from November 01, 2024 to October 31, 2027.
Brief Profile	<p>Niranjan, the visionary founder of Kellton, has been the driving force behind the company's remarkable journey of growth and diversification. He has been instrumental in positioning Kellton on the global map as a leading IT services company, with a team strength of over 1800, and operations spread across eight countries, all working towards the common goal of driving digital transformation.</p> <p>With over 30 years of global experience in finance, executive leadership, marketing, and strategy, Niranjan bestows his expertise as a board member for several organizations.</p> <p>Bringing his vision and synergy to the table, he has helped enterprises reinvent and re-imagine their businesses amid the era of digital disruption. His innovative style of leadership has led several Fortune 500 companies and government agencies in the US and India to immense profitability.</p> <p>Niranjan holds an MBA in Finance and General Management from the prestigious Wharton School of the University of Pennsylvania. He currently lives in Hyderabad, India with his family. In his leisure, you may find him reading or traveling in a quest to rediscover his cultural heritage and religion.</p> <p>Prior appointment(s) in the Company: The Company during the Annual General Meeting held on September 30, 2021, has appointed Mr. Niranjan Chintam as the Whole Time Director of the Company for a period of 3 (Three) years w.e.f 31.10.2021 upto the period of 31.10.2024.</p> <p>He is also the Chairman of the Board of Directors of the Company.</p>
Disclosure of relationships between directors	Mr. Niranjan Chintam and Mr. Krishna Chintam are brothers. Other than the above mentioned, he is not related to any other Director of the Company.

Annexure-II

Requisite Details in terms of SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023:

S. No.	Particulars	Remark
1.	whether the scheme is in terms of SEBI (SBEB) Regulations, 2021	Yes
2.	identification of classes of employees entitled to participate in the Employees Stock Option Scheme;	The Employees to whom the Options would be granted and their Eligibility would be determined by the Nomination and Remuneration Committee as per the Plan.
3.	the appraisal process for determining the eligibility of employees to the Employees Stock Option Scheme;	The appraisal process for determining the eligibility of the Employee will be specified by the Committee and will be based on various criteria such as seniority of Employee, length of service, performance record, merit of the Employee, future contribution potential of the Employee and/or such other criteria as may be determined by the Compensation Committee at its sole discretion.
4.	the requirements of vesting and period of vesting;	The minimum Vesting period of an Option shall not be less than a period of 12 months from the Date of Grant of the Option or such other period as may be decided by the Committee, in conformity with the provision of the Act and SEBI SBEBASE Regulations, and such other regulations applicable over the Company for the time being in the force.
5.	the maximum period within which the options shall be vested;	The maximum vesting period may extend up to 7 (Seven) years from the date of respective grant of Options, unless otherwise decided by the Nomination & Remuneration Committee.
6.	the exercise price or the formula for arriving at the same;	Exercise Price means the price at which the Option grantee is entitled to acquire the equity shares pursuant to the options granted and vested in him/her under the Scheme 2024. The Exercise Price shall be as may be decided by the Nomination and Remuneration Committee as is allowed under the Act and SEBI SBEBASE Regulations, which in any case will not be lower than the face value of the equity shares of the Company. Further the Exercise Price can be different

		for different set of Employees for Options granted on same / different dates. The same shall be subject to any fair and reasonable adjustments that may be made on account of corporate actions of the Company in order to comply with the applicable laws
7.	the exercise period and process of exercise	<p>In case of employees in service, the exercise period shall not be more than 5 (Five) years from the date of vesting of last tranche of Options granted to such Option Grantee. In case of retirement of employee under a voluntary retirement scheme or upon attaining superannuation age, the vested options can be exercised within the prescribed exercise period (as above).</p> <p>In case of termination of employment (other than for cause or abandonment) or resignation of the employee, the vested stock options shall be exercised on or before the date of separation from the employment.</p>
8.	the Lock-in period, if any ;	Not Applicable
9.	the maximum number of options to be granted per employee and in aggregate;	The maximum number of Option per Option Grantee shall not exceed 1% of the total issued capital of the Company (excluding conversion and warrants). If the maximum quantum of Option to any Option Grantee exceeds 1% of the total issued capital of the Company (excluding conversion and warrants) during any year, then the Grant to such Option Grantee shall be subject to the SEBI SBEBASE Regulations and the approval of the members of the Company
10.	the method which the company shall use to value its options;	The Company shall use the fair value method for valuation of the Stock Options granted, to calculate the employee compensation cost.
11.	the conditions under which option vested in employees may lapse e.g. in case of termination of employment for misconduct;	In case of death or permanent disability of an employee, all unvested options shall vest immediately. If the option grantee's employment with the Company is terminated by the Company for Cause or abandons employment or his office for a continuous period of 30 days, then all Unvested Options and all Vested Options that have not been exercised, shall lapse

		immediately on the date of such termination or abandonment. In the event of termination of employment (other than for a cause or abandonment as mentioned above), or resignation of the employee, stock options granted which are not vested on the option grantee on the date of termination of employment/resignation (as the case may be) will automatically lapse. If the option grantee retires under a voluntary retirement scheme of the Company, if any, or retires on attaining the superannuation age or onwards, all Options shall continue to vest in accordance with the respective vesting schedules under the Scheme, as applicable even after retirement or superannuation.
12.	the specified time period within which the employee shall exercise the vested options in the event of a proposed termination of employment or resignation of employee; and	As per the time determined by the Committee.

b) The details of the major variations in the Plan as are under:

Existin- g Clause	Existing Provision	New Clause	New Provision
3(f)	“Committee” means the Compensation Committee that has been constituted/designated by the Board for administration and superintendence of the Scheme consisting of such members as may be required under Applicable Law(s) from time to time.	3(f)	“Committee” means the Nomination and Remuneration Committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit plan/schemes, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and having such powers as specified under the SEBI SBEB & SE Regulations read with powers specified in this Plan.
-	No such sub-clause	3(ha)	“Death” for the purpose of this ESOP 2021 shall mean death of an Employee during the continuance of employment or service, which shall not include death due to suicide and any other reason(s) specified, if any, under the human resource policy of the Company.

-	No such sub-clause	3(hb)	“Director” means a member of the Board of the Company.
-	No such sub-clause	3(hc)	“Eligibility Criteria” means the criteria as may be determined from time to time by the Committee for granting the Options to the Employees.
3(i)	<p>“Eligible Employee” means an Employee of the Company and its Subsidiaries who qualifies for issue of Options under this Scheme and who fulfils the conditions as decided in the appraisal process by the Remuneration cum Compensation Committee and who is otherwise nominated by the Remuneration cum Compensation Committee as being eligible for issue of Options.</p> <p>However, the following persons shall not be eligible to participate in the Scheme:</p> <p>(i) a Promoter or any persons belonging to the Promoter group of the Company;</p> <p>(ii) a Director, who either by himself or through his Relative(s) or through anybody corporate, directly or indirectly, holds more than 10 percent of the outstanding equity shares of the Company.</p>	3(i)	<p>“Eligible Employee” means an Employee of the Company and its Subsidiaries who qualifies for issue of Options under this Scheme and who fulfils the conditions as decided in the appraisal process by the Remuneration cum Compensation Committee and who is otherwise nominated by the Remuneration cum Compensation Committee as being eligible for issue of Options.</p> <p>However, the following persons shall not be eligible to participate in the Scheme:</p> <p>(i) a Promoter or any persons belonging to the Promoter group of the Company;</p> <p>(ii) a Director, who either by himself or through his Relative(s) or through anybody corporate, directly or indirectly, holds more than 10 percent of the outstanding equity shares of the Company.</p>
-	No such sub-clause	3(va)	“Misconduct” means disregard of the Company’s bye-law, rules, regulations and the Company Policies/ Terms of Employment and includes mismanagement of position by action or inaction, alleged wrongdoing, misfeasance, or violation of any rule, regulation or law which was expected to be abided by the Employee.
-	No such sub-clause	3(vb)	“Notice Period” the amount of time an employee must provide their employer before resigning from the job.
3(z)	“Promoter” means the person(s) as defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time.	3(z)	“Promoter” means the person(s) as defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
3(aa)	“Promoter group” means the person(s) as	3(aa)	“Promoter group” means the person(s) as

	defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time.		defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
-	No such sub-clause	3(ab)	“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 Compensation 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.
-	No such sub-clause	3(ac)	“Retirement” means retirement or superannuation as per the rules of the Company.
3(cc)	“SEBI SBEB Regulations” means the Securities Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, and shall include any amendments, additions, deletions, modifications or variations thereof from time to time.	3(cc)	“SEBI SBEB Regulations” means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, and shall include any amendments, additions, deletions, modifications or variations thereof from time to time.
-	No such sub-clause	3(ca)	“Secretarial Auditor” means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
-	No such sub-clause	3(ea)	“Stock Exchange” means the National Stock Exchange of India Limited, BSE Limited or any other recognized stock exchanges in India on which the Company's Shares are listed or to be listed.
-	No such sub-clause	3(eb)	“Subsidiary Company” means any present or future subsidiary company of the Company determined as per provisions of the Companies Act.
I.	“Vested Option” means an Option, which has vested with the Participant and has thereby become exercisable. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Securities	3(jj)	“Vested Option” means an Option, which has vested with the Participant and has thereby become exercisable. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Securities and

	and Exchange Board of India Act, 1992 or Guidelines or Regulations issued thereunder including specifically the SEBI (ICDR) Regulations or the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013 or any statutory modification or re-enactment thereof, as the case may be.		Exchange Board of India Act, 1992 or Guidelines or Regulations issued thereunder including specifically the SEBI (ICDR) Regulations or the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013 or any statutory modification or re-enactment thereof, as the case may be.
II.	“Long Leave” means Leave granted to any eligible employee, which he/she is entitled as per the policy. The duration of such leave will be as decided by the Remuneration cum Compensation Committee.	3(kk)	“Long Leave” means Leave granted to any eligible employee, which he/she is entitled as per the policy. The duration of such leave will be as decided by the Remuneration cum Compensation Committee.
-	No such sub-clause	5.3	The Plan shall apply to the Company and its Subsidiary Company and any successor company thereof and Options may be granted to the Employees of the Company, as determined by the Committee at its sole discretion. Provided further that in case of Grant of Options to Employees of any Group Company including that of the Subsidiary Company or Associate Company or Holding Company, the Company shall obtain prior approval of the shareholders of the Company by way of a special resolution and this Plan shall be applicable to such companies
-	No such sub-clause	8.7 & 8.8	8.7. Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion. 8.8. At any time after the Effective Date and from time to time, the Committee may, as it deems fit, invite recommendations from the Board/ the chief executive officer/ management of the Company regarding Eligible Employees.
10	10.2 There shall be a minimum period of one year between the grant of options and vesting of option. Subject to Participant’s continuing the employment with the Company and Clause 9, the options granted to an employee shall vest in him or her as per	10	10.2. Option granted under Plan shall vest as per the Vesting Schedule recommended by the Committee. The Committee may at its discretion change the Vesting schedule provided that such change is not detrimental to the interest of the Employees, which shall be based on

<p>the decision of the Nomination and Remuneration cum Compensation Committee which shall be based on the performance of the employee in different grades. The vesting schedule in the grant letter details this information of each employee separately.</p> <p>10.3. Provided that in a case where options are granted by the Company under an ESOP in lieu of options held by the same person under an ESOP in another company which has merged or amalgamated with the first mentioned company, the period during which the options granted by the transferor company were held by him shall be adjusted against the minimum vesting period required under this clause.</p> <p>10.4. There is no lock in period after the exercise of option.</p>	<p>the performance of the employee in different grades. The vesting schedule in the grant letter details this information of each employee separately.</p> <p>Provided that in a case where options are granted by the Company under an ESOP in lieu of options held by the same person under an ESOP in another company which has merged or amalgamated with the first mentioned company, the period during which the options granted by the transferor company were held by him shall be adjusted against the minimum vesting period required under this clause.</p> <p>10.3. Vesting of the Options would be subject to continued employment with the Company, Subsidiary Company and if the Employee has not served any notice of resignation. Thus the Options would vest on completion of the vesting period. In addition to the continuation of employment / services, the Options shall vest subject to the achievement of the Vesting Conditions as approved by the Committee, further it may also specify certain performance parameters, detailed terms and conditions relating to such performance based vesting, the proportion in which the options granted would vest and/or lock in period subject to which the Options would vest.</p> <p>10.4. As a prerequisite for a valid Vesting, an Option Grantee is required to be in employment or service of 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 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.</p> <p>10.5. The options granted to the new employee as a joining bonus will vest only after the completion of three years of</p>
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			<p>continuous service from the date of joining unless the Committee decides to reduce this period. Vesting is contingent upon the employee not serving a notice period or being subject to any disciplinary action during this time.</p> <p>10.8. The option holder shall not have right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of option granted to him, till shares are issued on exercise of option.</p>
11	<p><u>EXERCISE PRICE</u></p> <p>The Exercise price of the option shall be equal to the latest available closing price of the equity shares on the stock exchange where the shares are listed and where there is highest trading volume as on the date prior to the date of the committee resolution approving the grant.</p> <p>11.2. The Exercise price shall be paid to the Company in cash/cheque upon exercise of the Options.</p> <p>11.3. There is no upfront payment at the time of acceptance of grant.</p>	11	<p><u>EXERCISE PRICE</u></p> <p>The Exercise Price shall be as may be decided by the Committee at the time of grant.</p> <p>11.1. The stock options can be granted in two categories:</p> <ul style="list-style-type: none"> • At the price as may be decide by the Committee, which in any case shall not be less than the face value of the Company. • The Committee after due discussion with the Board/ the chief executive officer/ management of the Company may set a minimum threshold of the target for the relevant financial year, below which, all the options for the respective period are forfeited and transferred to the pool. At achievement of threshold of the target, only certain % (as mutually decided by the committee after discussion with Board, management and other) of the allocated options get vested and at 100% achievement of target, all options granted for the said year get vested. If the relevant employee achieves more than 100% of the target, the employee will not be entitled to any additional options. If the employee achieves between threshold limit to 100% of the target, the vesting is on a prorated basis. <p>11.2. The exercise Price can be different for different sets of Employees for Options granted on the same or various dates. The same shall be subject to any fair and reasonable adjustments that may be made</p>

			<p>on account of corporate actions of the Company to comply with the applicable laws Exercise period and process of exercise.</p> <p>11.3. The Exercise price shall be paid to the Company in cheque or by transfer in the Designated account of, Informed by the Company at the time of exercise of Options.</p> <p>11.4. There is no upfront payment at the time of acceptance of the grant.</p> <p>11.5. The Exercise Price shall be the price payable by the employee for exercising the Options granted to him under the Plan as may be decided by the Compensation Committee from time to time, such price being not less than the then existing Face Value of the Share of the Company.</p> <p>11.6. The Exercise Price shall be paid to the Company in cheque or by depositing and transferring the amount in the account designated by the Company for this behalf.</p> <p>11.7. There is no upfront payment at the time of acceptance of the grant.</p>
12.10	Notwithstanding anything else contained in this Scheme, if the Participant does not Exercise his Vested Options within the time specified in clause 12.3 and 12.4 above and clause 13 below, the Options shall lapse.	12.10, 12.11, 12.12	<p>12.10. 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 of other requisite conditions of Exercise.</p> <p>12.11. The Options not exercised within the Exercise Period shall lapse and the Employee shall have</p> <p>12.12. no right over such lapsed or cancelled Options.</p>
-	No such Clause	16A	<p><u>DEDUCTION/RECOVERY OF TAX</u></p> <p>16.A.1. The liability of paying taxes, if any, in respect of Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder</p>

			<p>and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.</p> <p>16.A.2. The Company shall have the right to deduct from the Employee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.</p> <p>16.A.3. 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.</p>
-	No such Clause	19A	<p><u>NOTICES</u></p> <p>All notices of communication required to be given by the Company to an Option Grantee by virtue of this Plan shall be in writing. The communications shall be made by the Company in any one or more of the following ways:</p> <p>I. sending communication(s) to the address of the Option Grantee available in the records of the Company; and/ or</p> <p>II. delivering the communication(s) to the Option Grantee in person with acknowledgment of receipt thereof; and/ or</p> <p>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</p> <p>IV. at the email address provided by the Option Grantee after cessation of employment.</p>
-	No such Clause	19B	<p><u>JURISDICTION</u></p> <p>The Courts in Hyderabad, India shall have jurisdiction in respect of any or all matters, disputes or differences arising in relation to or out of this Plan.</p> <p>Nothing in this Sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this Plan:</p>

			<p>I. in any other court of competent jurisdiction; or</p> <p>II. concurrently in more than one jurisdiction</p>
21	<p><u>VARIATION OF TERMS OF ESOP</u></p> <p>21.1 The Company shall not vary the terms of the ESOP in any manner, which may be detrimental to the interests of the employees.</p> <p>21.2. The Company may by special resolution in a general meeting vary the terms of ESOP offered pursuant to an earlier resolution of a general body but not yet exercised by the employee provided such variation is not prejudicial to the interests of the option holders, except where the variation to the ESOP to meet any regulatory requirement.</p> <p>21.3. The provisions of clause 6.3 shall apply to such variation of terms as they do to the original grant of option.</p> <p>21.4. The notice for passing special resolution for variation of terms of ESOP shall disclose full details of the variation, the rationale therefore, and the details of the employees who are beneficiary of such variation.</p>	21	<p><u>VARIATION OF TERMS OF ESOP</u></p> <p>21.1. For efficient implementation and administration of the Plan and with the prior approval of the shareholders of the Company by way of a special resolution, the Committee may at its discretion revise the terms of the Plan and/or terms of the Options already granted under the Plan subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Employees.</p> <p>Provided that post listing the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.</p> <p>21.2. The Company may also re-price the Options which are not exercised, whether or not they have vested, if the Plan is rendered unattractive due to a fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.</p>
-	No such Clause	24A	<p><u>LISTING OF THE SHARES</u></p> <p>Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise of the Options shall be listed on the recognized Stock Exchange(s) on which the Shares of the Company are listed.</p>
25	<p><u>CONFIDENTIALITY</u></p> <p>25.1. The Participant shall not divulge the details of the Scheme and/or his holdings to any person except with the prior written permission of the Committee unless so required to do under any statutes or regulations applicable to such Participant.</p>	25	<p><u>CONFIDENTIALITY</u></p> <p>25.1. An Option Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peers, colleagues, co-employees or with any Employee and/ or associate of the Company or that of its affiliates. In</p>

		<p>case Option Grantee is found in breach of this confidentiality Clause, the Company has the undisputed right to terminate any agreement and all unexercised Options shall stand canceled 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. In case of non-adherence to the provisions of this clause, the Committee shall have the authority deal with such cases as it may deem fit.</p> <p>25.2. On to acceptance of the grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan 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.</p>
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