



May 15, 2024

To,

Listing Department
National Stock Exchange of India Limited
Exchange Plaza
Bandra-Kurla Complex, Bandra (East)
Mumbai - 400 051

Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001

Symbol: MEDIASSIST

Scrip Code: 544088

Subject: **Intimation under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir/ Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform that the Board of Directors at their meeting held today i.e., May 15, 2024 has approved the following relating to 'Employee Stock Option Scheme 2013' of the Company:

- a) Ratification of 'Employee Stock Option Scheme 2013' of the Company;
- b) Ratification of extension of the benefits under 'Employee Stock Option Scheme 2013' to the employees of subsidiary companies of the Company;
- c) Approval to grant Employee Stock Options equal to or more than 1% of the issued capital of the Company to the identified employees under 'Employee Stock Option Scheme 2013' of the Company and subsidiaries.

Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Para A of Part A of Schedule III relating to the aforesaid is enclosed as Annexure.

This shall also be uploaded on the website of the Company. You are requested to take the same on record.

Yours faithfully,

For Medi Assist Healthcare Services Limited

Simmi Singh Bisht
Chief Compliance Officer & Company Secretary

Encl: As Above

Medi Assist Healthcare Services Limited

CIN – L74900KA2000PLC027229

Registered Office : Tower "D", 4th Floor, IBC Knowledge Park, 4/1, Bannerghatta Road, Bengaluru - 560 029.

Phone : +91 - 80 - 6919 0000. Email : ask@mediassist.in web : www.mediassist.in

Details required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

Particulars	Remarks
Brief details of options granted	The Company has formulated ESOP 2013 and strongly believes that an equity component in the compensation goes a long way in aligning the objectives of an individual with those of the organization. The objective of this Scheme is to reward the Employees for their contribution to the success of the Company and to provide an incentive to continue contributing to the success of the Company. The ESOP 2013 will be administered by the Nomination and Remuneration Committee (NR Committee).
Whether the scheme is in terms of SEBI (SBEB) Regulations, 2021 (if applicable)	Yes
Total number of shares covered by these options	36,26,216 (Thirty Six Lakhs Twenty Six Thousand Two Hundred and Sixteen) equity shares of face value of Rs. 5/- (Rupees Five Only) each fully paid-up
Pricing Formula	The Options will be granted at an Exercise Price as determined by the Nomination & Remuneration Committee, which shall in no case be lesser than the face value of Shares of the Company and not higher than the Fair Market Value of Shares of the Company as on date of Grant and shall be subject to conforming to the accounting policies specified in Regulation 15 of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.
Options Vested	1,00,894 (As on today i.e., May 15, 2024)
Time within which option may be exercised	As per Annexure - B enclosed hereunder
Options exercised	14,48,932
Money realized by exercise of options	Rs. 17,78,96,408.23
The total number of shares arising as a result of exercise of option	14,48,932
Options lapsed	4,55,394

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Variation of terms of options	<ul style="list-style-type: none"> • The NR Committee may, if it deems necessary, vary the terms of ESOP 2013 subject to the shareholders' approval by way of a special resolution and the Applicable Laws. Such variation of terms shall not be detrimental to the interests of the Employees. However, the Company is entitled to vary the terms of this Scheme to meet any regulatory requirements without seeking such approval from the shareholders. • The Company may also re-price the Options which are not exercised, whether or not they have vested, if Plan is rendered unattractive due to fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing with necessary approvals, if any.
Brief details of significant terms	The ESOPs shall vest not earlier than 12 (twelve) months from the date of grant for ESOPs and not later than 5 (five) years from the date of grant.
Subsequent changes or cancellation or exercise of such options	Not Applicable
Diluted earnings per share pursuant to issue of equity shares on exercise of options.	Rs. 2.69

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Exercise Period and the process of exercise:

The exercise period and the process of exercise is as below:

PRE LISTING (i.e. prior to the Company listing its Shares on any Recognised Stock Exchange)			
Sr. No.	Event	Treatment of Vested Options	Treatment of Unvested Options
1.	While in employment	<p>The Option Grantee may i) choose to exercise the vested Options within 2 (two) years from the date of vesting; or ii) continue to hold the Vested Option for such period till the Liquidity Event happens, whichever is later.</p> <p>Upon happening of a Liquidity Event as per Clause 10 of the Scheme, the Option Grantee may exercise the Vested Options held as on date, one year from the date on which the Liquidity Event happens.</p>	The Options would continue to vest as per the original Vesting schedule.
2.	Resignation / Termination (other than due to misconduct or breach of Company Policies / Terms of Employment)	<p>The Vested Options as on the date of resignation can be exercised by the Option Grantee only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.</p> <p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee can exercise the Vested Options within 1 (one) year from the end of 5 (five) years from the date of Grant.</p>	All Unvested Options on the date of submission of resignation / date of termination shall stand cancelled with effect from that date.
3.	Termination due to misconduct or breach of Company Policies / Terms of Employment	All Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall expire and stand cancelled with effect from that date.
4.	Retirement / early Retirement approved by the Company	The Vested Options as on the date of Retirement can be exercised by the Option Grantee only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.	All Unvested Options will stand cancelled as on the date of such Retirement, unless otherwise determined by the NR Committee whose determination will be final and binding.

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PRE LISTING (i.e. prior to the Company listing its Shares on any Recognised Stock Exchange)			
Sr. No.	Event	Treatment of Vested Options	Treatment of Unvested Options
		<p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee can exercise the Vested Options within 1 (one) year from the end of 5 (five) years from the date of Grant.</p>	
5.	Termination due to Permanent Incapacitation / Disability	<p>The Vested Options as on the date such Permanent Incapacitation/ Disability can be exercised by the Option Grantee or his nominee or his legal heirs only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.</p> <p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee or his nominee or his legal heirs can exercise the Vested Options within 1 (one) year from the end of 5 (five) years from the date of Grant.</p>	<p>All the Unvested Options as on the date of such Permanent Incapacitation/ Disability shall vest immediately and can be exercised by the Option Grantee or his nominee or his legal heirs only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.</p> <p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee or his nominee or his legal heirs can exercise such Options within 1 (one) year from the end of 5 (five) years from the date of Grant.</p>
6.	Death	<p>The Vested Options as on the date of death can be exercised by Option Grantee's nominee or his legal heirs only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.</p> <p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee's nominee or his legal heirs can exercise the Vested Options within 1 (one) year from the end of 5 (five) years from the date of Grant.</p>	<p>All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heirs only in connection with or upon happening of a Liquidity Event as per Clause 10 of the Scheme and within such period as prescribed by the NR Committee in this regard.</p> <p>However, if none of the Liquidity Event occurs within 5 (five) years from the date of Grant, the Option Grantee's nominee or his</p>

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Sr. No.	Event	Treatment of Vested Options	Treatment of Unvested Options
			legal heirs can exercise such Options within 1 (one) year from the end of 5 (five) years from the date of Grant.
7.	Abandonment	All Vested Options, which were not exercised during the period specified by the NR Committee shall stand cancelled. The NR Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.	All the Unvested Options shall stand cancelled. The NR Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.
8.	Separation due to reasons other than those mentioned above	The NR Committee will decide whether the Vested Options, which were not exercised on the date of separation can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall expire and stand cancelled with effect from that date.

POST LISTING (i.e. post the Company listing its Shares on any Recognised Stock Exchange)			
Sr. No.	Event	Treatment of Vested Options	Treatment of Unvested Options
1.	While in employment	All Options Vested can be exercised within a period of two years from the date of Vesting.	The Options would continue to vest as per the original Vesting schedule.
2.	Resignation / Termination (other than due to misconduct or breach of Company Policies / Terms of Employment)	All the Vested Options as on the date of submission of resignation / date of termination shall be exercisable by the Option Grantee before his last working day with the Company.	All Unvested Options, as on the date of submission of resignation/ termination, shall expire and stand cancelled with effect from that date.
3.	Termination due to misconduct or breach of Company Policies / Terms of Employment	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall expire and stand cancelled with effect from that date.
4.	Retirement / early Retirement approved by the Company	All Vested Options can be exercised by the Option Grantee immediately after, but in no event later than six months from the date of such Retirement.	All the Unvested Options shall continue to vest as per Vesting schedule as originally prescribed even after date of Retirement unless otherwise decided by the Committee.

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POST LISTING (i.e. post the Company listing its Shares on any Recognised Stock Exchange)			
Sr. No.	Event	Treatment of Vested Options	Treatment of Unvested Options
5.	Termination due to Permanent Incapacitation/ Disability	All Vested Options may be exercised by the Option Grantee or, in case of his death, the nominee or legal heirs*, immediately after, but in no event later than 12 months from the date of termination of the Option Grantee.	All the Unvested Options as on the date of such Permanent Incapacitation/ Disability shall vest immediately and can be exercised by the Option Grantee or, in case of his death, the nominee or legal heirs* immediately after, but in no event later than 12 months from the date of termination of the Option Grantee.
6.	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heirs* immediately after, but in no event later than 12 months from the date of death of the Option Grantee.	All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heirs* immediately after, but in no event later than 12 months from the date of death of the Option Grantee.
7.	Abandonment	All the Vested Options, which were not exercised during the 2-year period after the date of vesting shall stand cancelled. The NR Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.	All the Unvested Options shall expire and stand cancelled. The NR Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.
8.	Separation due to reasons other than those mentioned above	The NR Committee will decide whether the Vested Options, which were not exercised on the date of separation can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall expire and stand cancelled with effect from that date.

*The nomination shall be made in the form prescribed by the Company for this purpose. In case no nomination has been made by the Option Grantee, then in case of his / her death, the Options shall vest in and shall be exercised by the legal heir of such Option Grantee within the time period specified above, provided that such legal heir of such Option Grantee produces before the NR Committee all such documents as may be required by the Company to prove the succession to the assets of the deceased Option Grantee.

The Options shall be deemed to be exercised when an Option Grantee makes an application in writing to the Company or by any other means as decided by the Committee, for obtaining of Shares against the Options vested in him, subject to payment of Exercise Price, applicable taxes and compliance of other requisite conditions of Exercise.

The Options not exercised within the prescribed Exercise Period shall lapse and the Option Grantee shall have no right over such lapsed or cancelled Options, which shall immediately get added back to the Options pool.

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