

RR KABEL EMPLOYEE STOCK OPTION PLAN

Adopted on 10th November 2020 (the “*Effective Date*”) and amended on 11th April, 2023
pursuant to the resolution passed by the Shareholders

1. *Purpose of the Plan*

The purpose of the RR Kabel Employee Stock Option Plan (the “Plan”) is to promote the interests of the Company and its Shareholders by providing the Eligible Employees (*as defined below*) of the Company and its subsidiaries, with an appropriate incentive to encourage them to continue in the Employment of the Company or its subsidiaries and to improve the growth, profitability and financial success of the Company and/or its subsidiaries.

2. *Definitions*

As used in this Plan and in the Option Grant Agreement, and in the Management Shareholders Agreement (to the extent applicable), the following capitalized terms shall have the meanings set forth below.

- 2.1. “*Affiliate*” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person; provided, that no Shareholder of the Company shall be deemed an Affiliate of any other shareholder solely by reason of any investment in the Company, as applicable. For the purpose of this definition, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.
- 2.2. “*Articles*” means the articles of association of the Company, as amended from time to time.
- 2.3. “*Bad Leaver*” means a Participating Employee who ceases to be employed by the Company or a subsidiary of the Company and is not a Good Leaver.
- 2.4. “*Board*” shall mean the board of directors of the Company.
- 2.5. “*Cause*” shall mean, when used in connection with the termination of a Participating Employee’s Employment, unless otherwise defined in the Participating Employee’s employment agreement with the Company or any subsidiary of the Company or in the Participating Employee’s Option Grant Agreement, in which case such definition shall govern: (i) a material failure of the Participating Employee to reasonably and substantially perform his or her duties to the Company or any of its Affiliates (other than as a result of physical or mental illness or injury); (ii) the Participating Employee’s willful misconduct or gross negligence which is injurious to the Company or any subsidiary of the Company or any of its Affiliates (whether financially, reputationally or otherwise); (iii) a breach by the Participating Employee of the Participating Employee’s fiduciary duty or duty of loyalty to the Company or any subsidiary of the Company; (iv) the Participating Employee’s unauthorized removal from the premises of the Company or any subsidiary of the Company of any document (in any medium or form) relating to the Company or any subsidiary of the Company, any of its Affiliates, or the customers of the Company or any subsidiary of the Company; (v) the commission by the Participating Employee of any felony or other serious crime; (vi) a breach by the Participating Employee of the terms of any agreement with the Company or any subsidiary of the Company, or any material policies of the Company or the Articles or any subsidiary of the Company applicable to the Participating Employee,

including without limitation any provisions of this Plan, the Option Grant Agreement or the Management Shareholders' Agreement (to the extent applicable); or (vii) Competing. If, subsequent to the termination of a Participating Employee's Employment, it is discovered that Participating Employee engaged in conduct which the Committee determines in good faith could have resulted in Participating Employee's Employment being terminated for Cause, as such term is defined above, or if the Participating Employee Competes, the Participating Employee's Employment shall, at the election of the Committee, in its sole discretion, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred.

- 2.6. "**Committee**" shall mean the Nomination and Remuneration Committee of the Board or any other committee constituted by the Board pursuant to Section 3 hereof constituted in accordance with Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time to administer the Plan, and act as the compensation committee for the purposes of the SEBI Regulations; and in the case of a merger, demerger, consolidation or other restructuring pursuant to which the Company is not the surviving entity, the nomination and remuneration committee of the board of directors of the surviving company, or any other committee constituted by the board of directors of the surviving company constituted in accordance with Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time to administer the Plan, and act as the compensation committee for the purposes of the SEBI Regulations.
- 2.7. "**Company**" shall mean RR Kabel Limited, a public limited company incorporated and existing under the laws of India, and having its registered office at Ram Ratna House, Victoria Mill Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400013 and having its corporate office at Alembic Business Park (W), Ground Floor, Bhailal Amin Marg, Gorwa, Vadodara 390003, and shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.
- 2.8. "**Company Investor Securities**" shall have such meaning ascribed to the term in the Articles;
- 2.9. "**Compete**" shall mean with respect to any Participating Employee, unless otherwise provided in the Participating Employee's employment agreement with the Company or any subsidiary of the Company or in the Participating Employee's Option Grant Agreement or the Management Shareholders Agreement (to the extent applicable) or in any other agreement pursuant to which the Participating Employee is subject to restrictive covenants, in which case "**Compete**" shall mean a violation of any such restrictive covenants:
- 1) during Employment and for the twelve month period following the termination of such Participating Employee's Employment, (A) becoming an employee, director, or independent contractor of, or a consultant to, or performing any services for or on behalf of, any Person engaging in any business activity that competes with the business of the Company or any subsidiary of the Company at such time, or (B) soliciting (including any communication of any kind, regardless of by whom it is initiated) or hiring or attempting to solicit or hire:
 - (x) any customer or supplier of the Company or any subsidiary of the Company in connection with any business activity that then competes with the Company or any subsidiary of the Company or to terminate or alter in a manner adverse to the Company or its Affiliates such customer's or supplier's relationship with the Company or its Affiliates, or
 - (y) any Employee or individual who was an Employee within the six-month period immediately prior thereto to terminate or otherwise alter his or her

Employment, provided that Participating Employee's employer's or business organization's conducting general advertising for employees shall not in and of itself be a violation of this clause (B); or

- 2) at any time during or following Employment, disclosing or using any Confidential Information, except as required by legal process (provided that if the Participating Employee receives legal process with regard to disclosure of such Confidential Information, he/she shall promptly notify the Company and cooperate with the Company or its subsidiaries in seeking a protective order with respect to such Confidential Information). "*Competed*" and "*Competing*" shall have correlative meanings.
- 2.10. "**Confidential Information**" shall mean, unless otherwise defined in the Participating Employee's employment agreement with the Company or any Affiliate, all information regarding the Company or any of its Affiliates, any activity of the Company or the activity of any of its Affiliates, the Company business or the business of any of its Affiliates, or any customer or supplier of the Company or any of its Affiliates that is not generally known by the public or to Persons not employed by the Company or its Affiliates, including, without limiting the foregoing, information that would not be known to the public but for the actions of or disclosure by, directly or indirectly, the Participating Employee.
- 2.11. "**Covered Transaction**" shall mean any of the following events: (a) the liquidation, dissolution or winding up of the Company either through a members' or creditors' winding-up process or a court directed winding-up process; (b) a Transfer of all or substantially all of the Company's assets; or (c) a merger, demerger, consolidation or other restructuring pursuant to which the equity shares of the surviving company are not listed, including by way of Transfer of the securities of the Company pursuant to which: (i) the Company is not a surviving entity; or (ii) more than 50% of the Share Capital of the Company is Transferred to a Person or group not previously a Shareholder of the Company.
- 2.12. "**Disability**" shall mean with respect to any Participating Employee, unless otherwise defined in the Participating Employee's Option Grant Agreement, a permanent disability/incapacity as defined from time to time by the Board, in its sole discretion.
- 2.13. "**Eligible Employee**" shall mean (a) an employee as designated by the Company who is exclusively working in India or outside India; or (b) a director of the Company, whether a whole time director or not, including a non-executive director who is not a promoter or member of the promoter group (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended) but excluding an independent director; or (c) an employee as defined in Section 2.13(a) or 2.13(b) of a subsidiary or associate company, in India or outside India, , but does not include (i) an employee who is a promoter or a person belonging to the promoter group (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended); or (ii) a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding Equity Shares of the Company.
- 2.14. "**Drag Along Rights**" shall have the meaning set forth in Section 4(a) of the Management Shareholders Agreement.
- 2.15. "**Employment**" shall mean employment or other service relationship with the Company or any of its subsidiaries. "*Employee*" and "*Employed*" shall have correlative meanings. Employment will be deemed to continue, unless the Committee expressly provides otherwise, so long as the Participating Employee is employed by, or otherwise is providing services to the Company or one of its subsidiaries. If a Participating Employee's Employment is with a

subsidiary and that entity ceases to be a subsidiary of the Company, the Participating Employee's Employment will be deemed to have terminated when the entity ceases to be a subsidiary of the Company unless the Participating Employee transfers Employment to the Company or one of its remaining subsidiaries.

- 2.16. **"Equity Shares"** means the issued and fully paid-up equity shares in the Share Capital having a face value of INR 5 (Indian Rupees Five only) and shall include the equity shares to be issued by the Company.
- 2.17. **"Exercise"** means making of an application by an Eligible Employee to the Company for issue of Equity Shares against vested Options in pursuance of this Plan;
- 2.18. **"Exercise Date"** shall have the meaning set forth in Section 4.7 herein.
- 2.19. **"Exercise Event"** shall have the meaning set forth in Section 4.3(a)(i) herein.
- 2.20. **"Exercise Notice"** shall have the meaning set forth in Section 4.7 herein.
- 2.21. **"Exercise Price"** shall mean the price that the Participating Employee must pay under the Option for each Equity Share as may be stipulated by the Committee.
- 2.22. **"Fair Market Value"** shall mean, (a) the price determined by the Board in good faith; or (b) in the case of listing of the Equity Shares of the Company pursuant to an IPO, or pursuant a merger or amalgamation (**"Listing"**):
 - (i) for Options already granted as of the date of such Listing, the price determined by the Board in good faith; and
 - (ii) for Options granted subsequent to such Listing:
 - (x) in case the Equity Shares of the Company are Frequently Traded, the average of the weekly high and low of the volume weighted average price of the relevant underlying Equity Shares quoted on the stock exchange during the 30 days preceding the date of grant of the Options; and
 - (y) in case the Equity Shares of the Company are not Frequently Traded, the price determined by the Committee in good faith.
- 2.23. **"Financial Year"** means the period commencing on 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year.
- 2.24. **"Frequently Traded"** shall mean, in relation to Equity Shares of the Company, where the traded turnover on any stock exchange during the twelve calendar months preceding the date of the grant, is at least 10% of the total number of listed shares of the Company.
- 2.25. **"FYE EBITDA"** shall mean the financial year ending EBITDA, which will be determined by the Board of the Company based on the following formula referring to the final audited consolidated financial statements of the Company for the relevant Financial Year and making appropriate adjustment for the impact of any acquisition, divestment or changes to planned capital expenditures: earnings before interest, taxes, depreciation, amortization, minority interest expense, and any non-operating or non-recurring gains or significant extraordinary items, as determined in good faith by the Company.
- 2.26. **"Fully Diluted Basis"** means the total of all classes and series of issued shares on a particular date, combined with all options (whether granted, vested or exercised or not), warrants

(whether exercised or not), convertible securities of all kinds, any other arrangements relating to the equity of a Person, all on an “as if converted” basis. For the purpose of this Plan, “as if converted” basis shall mean as if such instrument, option or security had been converted into Equity Shares of the Person in accordance with their terms.

- 2.27. “**Grant**” means the process by which the Company issues options, shares or any other benefits under this Plan;
- 2.28. “**Grant Date**” shall mean the Grant Date as defined in Section 4.2 herein.
- 2.29. “**Good Leaver**” means a Participating Employee who ceases to be employed by the Company or a subsidiary of the Company on account of death, permanent incapacity, Disability, resignation due to terminal illness, or termination of Employment by the Company or the subsidiary of the Company without Cause.
- 2.30. “**Management Shareholders’ Agreement**” shall mean the Management Shareholders’ Agreement, substantially in the form attached hereto as Exhibit B or such other Shareholders’ agreement to which the Company and the Participating Employee are a party. It is clarified that in the event of Listing of the Equity Shares of the Company as provided in Section 5.9 below, the Company and the Participating Employee shall not enter into the Management Shareholders’ Agreement or any such other shareholders’ agreement and the provisions of this Plan shall be construed accordingly.
- 2.31. “**Investment Amount**” shall have the meaning assigned to such term in the Articles; .
- 2.32. “**IPO**” means an initial public offering of the Equity Shares of the Company;
- 2.33. “**Listing**” shall have the meaning set forth in Section 2.22.
- 2.34. “**Minimum Exercise Price**” shall mean INR 270.10 (Indian Rupees 270.10) per Equity Share.
- 2.35. “**Option**” shall mean the option to purchase or subscribe to Equity Shares granted to any Participating Employee under the Plan. Any references in the Plan to an “Option” will be deemed to include “Time-Based Options” and “Performance-Based Options” unless specifically noted to the contrary. Each Option is an entitlement to one security, which constitutes one fully paid up Equity Share (or such number of Equity Shares as may be adjusted in accordance with this Plan) in the Company.
- 2.36. “**OFS Exercise Event**” shall have the meaning set forth in Section 4.3(d).
- 2.37. “**Option Grant Agreement**” shall mean an agreement, substantially in the form attached hereto as Exhibit A, entered into by each Participating Employee and the Company evidencing the grant of each Option pursuant to the Plan, provided the Committee may make such changes to the form of Option Grant Agreement for any particular grant as the Committee may determine pursuant to its powers set forth in Section 3.1 of the Plan.
- 2.38. “**Participating Employee**” shall mean an Eligible Employee to whom a grant of an Option has been made (pursuant to the Committee’s authority under Section 3.1(a)).
- 2.39. “**Performance-Based Options**” shall have the meaning set forth in Section 4.3(b).
- 2.40. “**Person**” means an individual, partnership, corporation, limited liability company unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

- 2.41. **“Pro Rata Shares”** means such number of the Company’s Equity Shares (issued to the Participating Employee upon exercise of the vested Options) that are equal to the lower of (a) 50% of the Company’s Equity Shares that such Participating Employee is entitled to receive upon exercise of all his/her vested Options; and (b) the proportion of the Equity Shares proposed to be offered by TPG in an offer for sale at the time of Listing, to the Company’s total Equity Shares held by TPG.
- 2.42. **“SEBI Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended from time to time.
- 2.43. **“SHA”** means shareholders agreement, dated July 7, 2018, executed by and between the Company, the promoters of the Company, and TPG.
- 2.44. **“Shareholder”** means any Person who owns any Equity Shares, and, where the context so requires, shall be deemed to include a Person who owns any convertible instruments.
- 2.45. **“Share Capital”** means, in respect of the Company, the entire issued and paid up Equity Share capital of the Company on a Fully Diluted Basis.
- 2.46. **“Time-Based Option”** shall have the meaning set forth in Section 4.3(a).
- 2.47. **“Total Proceeds”** shall have the meaning set forth in the Articles;
- 2.48. **“TPG”** shall mean TPG Asia VII SF Pte. Ltd., and shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.
- 2.49. **“Transfer”** shall mean any transfer, sale, assignment, hedge, gift, testamentary transfer, pledge, hypothecation or other disposition of any interest. **“Transferee”** and **“Transferor”** shall have correlative meanings.
- 2.50. **“Vesting Commencement Date”** in respect of Options granted to Participating Employees means, unless a different date is otherwise expressly provided in the Option Grant Agreement, any date of the grant of such Options. However, in no case shall the actual Vesting occur before 1 (one) year from the date of grant of such Options.

3. **Administration of the Plan**

The Board shall have the right to establish the Committee to administer the Plan, under the terms of the Company’s memorandum of association and the Articles. In addition, the Committee, in its discretion, may delegate its authority to grant Options to an officer or committee of officers of the Company, subject to reasonable limits and guidelines established by the Committee at the time of such delegation and subject to applicable law.

- 3.1. **Powers of the Committee.** In addition to the other powers granted to the Committee under the Plan and subject to applicable laws and the Plan, the Committee shall have the power: (a) to determine the Eligible Employees to whom grants of Options shall be made; (b) to determine the quantum of Options per Eligible Employee and in aggregate under the Plan as well as to determine the time or times when grants of Options shall be made and the number of Equity Shares subject to each such grant; (c) to formulate the procedure for making a fair and reasonable adjustment to the aggregate number of Options under the Plan and to the Exercise Price in case of re-organisation of capital structure or corporate actions such as rights issues, bonus issues, stock splits, mergers, sale of division or consolidations in accordance with the SEBI Regulations and applicable laws; (d) to determine, modify or waive the terms and conditions of any grant; (e) to prescribe the form of and terms and conditions of any instrument evidencing a grant of Options, so long as such terms and conditions are not

otherwise inconsistent with the terms of the Plan; (f) to determine the conditions under which Options may vest or lapse and the specified time period within which the Eligible Employees shall exercise the vested Options in the event of termination or resignation; (g) to adopt, amend and rescind such rules and regulations as, in its opinion, may be advisable for the administration of the Plan; (h) to construe and interpret the Plan, such rules and regulations and the instruments evidencing grants of Options; (i) to reconcile any inconsistency, correct any defect and/or supply any omission in the Plan or any instrument evidencing any grant of Options; (j) to frame suitable policies and procedures to ensure that there is no violation of securities laws including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 as amended, by the Company and its employees, as applicable; (k) carrying out any other functions as may be required / mandated and/or delegated by the board of directors as per the provisions of the Companies Act, 2013, SEBI Regulations and any other applicable laws or by any regulatory authority and performing such other functions as may be necessary or appropriate for the performance of its duties; and (l) to make all other determinations necessary or advisable for the administration of the Plan and otherwise do all things necessary to carry out the purposes of the Plan.

- 3.2. ***Determinations of the Committee.*** Any grant, determination, prescription or other act of the Committee shall be final and conclusively binding upon all Persons.

- 3.3. ***Indemnification of the Committee.*** No member of the Committee, nor the Shareholders, nor their employees, partners, directors or associates shall be liable for any action or determination made in good faith with respect to the Plan or any grant of Options thereunder. To the full extent permitted by law, the Company shall indemnify and hold harmless each Person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that such Person, or such Person's testator or intestate, is or was a member of the Committee or is or was a Shareholder or an employee, partner, director or associate thereof, to the extent such criminal or civil action or proceeding relates to the Plan or any grant made pursuant to the Plan.

- 3.4. ***Compliance with Applicable Law; Securities Matters; Effectiveness of Option Exercise.***

Any issuance of Equity Shares to a Participating Employee pursuant to the exercise of an Option shall only be effective once such Equity Shares have been registered in such Participating Employee's name in the Company's Register of Members. Upon the exercise of an Option by the Participating Employee in accordance with the terms hereof, the Company shall issue to the Participating Employee the relevant number of Equity Shares in demat form, by way of credit to the demat account of the Participating Employee. In addition to the terms and conditions provided herein, the Committee may require that a Participating Employee make such reasonable covenants, agreements and representations as the Committee, in its sole discretion, deems advisable in order to comply with any laws, regulations or requirements. The Company may, in its sole discretion, defer the effectiveness of an exercise, or delay the exercisability, of an Option hereunder or the issuance or transfer of the Equity Shares pursuant to any Option pending or to help ensure compliance under central, state or any securities laws and any exemptions therefrom on which the Company may be relying. The Company shall inform the Participating Employee in writing of its decision to defer the effectiveness of the exercise of an Option or the issuance or transfer of the Equity Shares pursuant to any Option. During the period that the effectiveness of the exercise of an Option has been deferred, the Participating Employee may, by written notice, withdraw such exercise and obtain the refund of any amount paid with respect thereto.

- 3.5. ***Inconsistent Terms.*** The Plan is subject to provisions of the SEBI Regulations and in the event of a conflict/ or inconsistency between any Section of this Plan and the SEBI

Regulations, the provisions of the SEBI Regulations shall be complied with without any regard to such conflicting or inconsistent Section of the Plan. In the event of a conflict between the terms of the Plan, the terms of the Management Shareholders' Agreement (to the extent applicable) and the terms of any Option Grant Agreement, the terms of the Plan shall govern except as otherwise expressly provided herein.

- 3.6. **Plan Term.** The Committee shall not grant any Options under this Plan on or after the tenth anniversary of the Effective Date. All Options which remain outstanding after such date shall continue to be governed by this Plan and the applicable Option Grant Agreement(s).
- 3.7. **Acceptance of Terms.** By accepting (or, under such rules as the Committee may prescribe, being deemed to have accepted) an Option, the Participating Employee shall be deemed to have agreed to the terms of the Option Grant Agreement and the Plan.

4. **Options**

Participating Employees will be allocated a fixed number of Options at the time of the grant of Options from a defined pool of available Options. The Plan shall be for a maximum of 14,00,000/- equity shares of Face value of Rs.5 each of the Company (or such other adjusted figure for any re-organisation of capital structure or corporate actions including rights issues, bonus issues, stock splits, mergers, sale of division or share consolidation, in accordance with the SEBI Regulations and applicable laws).

In the event of any re-organisation of capital structure or corporate action such as a stock split or share consolidation, if the revised face value of the Equity Share is less or more than the current face value of the Equity Share prevailing as on the date of this Plan, the maximum number of Equity Shares available under this Plan shall stand modified accordingly, so as to ensure that the cumulative value of the Equity Shares (which is the number of Equity Shares multiplied by the face value per Equity Share) prior to such re-organisation of capital structure, stock split or share consolidation remains unchanged after such re-organisation of capital structure, stock split or share consolidation. Similarly, in the event of a bonus issue or rights issue or any other such corporate action, the available number of Equity Shares under this Plan may be revised in accordance with applicable laws.

Options shall be issued for no consideration. In the event of any re-organisation of capital structure or corporate actions including rights issues, bonus issues, stock splits, mergers, sale of division or share consolidation, the number of Options Granted may be subject to adjustment by the Committee at its discretion, in accordance with applicable laws. Each Participating Employee shall agree to be bound by (i) the terms and conditions of Options, as set out in the Plan, (ii) the Articles, (iii) the Option Grant Agreement and (iv) the Management Shareholders Agreement (to the extent applicable). The Participating Employees shall not have the right to receive any dividend or to vote or in any manner enjoy the benefits of a Shareholder in respect of an Option granted to them, till the Equity Shares are issued on exercise of an Option. To the extent that any Option granted to Participating Employees under the Plan terminates, expires or is canceled without having been exercised, the Equity Shares covered by such Option shall again be available for grant under the Plan. Equity Shares delivered by the Company under the Plan may be authorized but unissued Equity Shares or previously issued Equity Shares acquired by the Company. No fractional Equity Shares will be delivered under the Plan .

- 4.1. **Exercise Price.** The Exercise Price of any Option granted under the Plan shall be as stipulated by the Committee but shall be higher than the Minimum Exercise Price per security; subject to conformity to the accounting policies specified in the SEBI Regulations. Once granted, the Exercise Price of the Options may be varied by the Committee to account for any stock splits,

bonus issue, share consolidations, rights issues, mergers, sale of divisions or any such corporate actions, to the extent applicable.

4.2. **Grant Date.** The Grant Date of the Options shall be the date designated by the Committee and specified in the Option Grant Agreement as of the date the Option is granted by the Committee. For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.

4.3. **Vesting of Options.** Unless otherwise specified in respective Option Grant Agreement, 50% of the Options granted to a Participating Employee will be subject to time-based conditions (“**Time Based Options**”) and the balance 50% of the Options granted to a Participating Employee will be subject to performance-based conditions (“**Performance Based Options**”). Notwithstanding anything mentioned in the Plan, there shall be a minimum period of one year between the grant of Options and the vesting of such Options.

(a) *Time-Based Options.*

(i) *Generally.* The Committee shall provide in the Option Grant Agreement that 50% of the Options granted under the Plan are Time-Based Options. For the purposes of the Plan, except as otherwise provided in the applicable Option Grant Agreement, “*Time-Based Options*” shall mean Options granted to Participating Employees that vest in equal 20% installments on each of the first five anniversaries of the Vesting Commencement Date, subject in all cases to the Participating Employees’ continued Employment through the applicable vesting date, in the following manner:

Percentage of Time Based Options	Date they vest for a participating employee
20%	The later of (a) 1st anniversary of the Vesting Commencement Date, and (b) 1 st anniversary of the Grant Date
20%	The later of (a) 2 nd anniversary of the Vesting Commencement Date, and (b) 1 st anniversary of the Grant Date
20%	The later of (a) 3 rd anniversary of the Vesting Commencement Date, and (b) 1 st anniversary of the Grant Date
20%	The later of (a) 4 th anniversary of the Vesting Commencement Date, and (b) 1 st anniversary of the Grant Date
20%	The later of (a) 5 th anniversary of the Vesting Commencement Date, and (b) 1 st anniversary of the Grant Date

(ii) Once vested, the Time Based Options will continue to be at risk as described in this Plan and, shall not be exercisable until the earlier of: (a) sale of all or essentially all of the Company Investor Securities; or (ii) on occurrence of an OFS Exercise Event (*as defined below*) (each an “**Exercise Event**”).

- (b) *Performance-Based Options.*
- (i) The Committee shall provide in the Option Grant Agreement that 50% of the Options granted to each Participating Employee under the Plan are Performance-Based Options. Except as otherwise provided in the applicable Option Grant Agreement, one tenth (1/10) of the total number of Options granted to each Participating Employee under the Plan (20% of the Performance Based Options) granted will vest periodically every Financial Year, if the FYE EBITDA of the Company meets on a consolidated basis, the FYE EBITDA target for that Financial Year as set out in the Option Grant Agreement.
 - (ii) October 1 is taken as the cut-off line: If the Options are granted before October 1 of any Financial Year, such Options shall be eligible to vest based on the FYE EBITDA target for that Financial Year. Except as otherwise expressly provided in the Option Grant Agreement, the first vesting of any Options granted thereafter shall be subject to the FYE EBITDA performance of the next Financial Year.
 - (iii) If the FYE EBITDA target is not met in a Financial Year (“**Shortfall FY**”), that FYE EBITDA target will be taken to be met if the actual FYE EBITDA in the Financial Year immediately following the Shortfall FY (“**Next FY**”) exceeds the FYE EBITDA target for the Next FY at least by the amount of the difference between the FYE EBITDA target and actual FYE EBITDA for the Shortfall FY. In that case, the Performance Based Options for the Shortfall FY and the Next FY will be taken to vest in respect of the Next FY (provided the Participating Employee has not ceased to be employed by the Company).
 - (iv) Once vested, the Performance Based Options will continue to be at risk as described in this Plan and shall not be exercisable until the occurrence of an Exercise Event.
- (c) *Accelerated Vesting.* Notwithstanding anything to the contrary in Section 4.3(b) (Performance Based Options), subject to the Company’s rights under “TPG Exit on Vested Options” in Section 4.11(b) below and provided that a minimum period of one year has passed from the grant of Options, if on occurrence of an Exercise Event, TPG actually receives at least an amount that provides TPG with Total Proceeds equal to thrice the Investment Amount (“**Target Return**”), 100% of the unvested Performance Based Options (including any Performance Based Options which are yet to be vested on account of the FYE EBITDA target for any Financial Year(s) not being met in accordance with Section 4.3(b) above) will be accelerated to vest and become exercisable.
- (d) *OFS Exercise Event.*
- (i) Where TPG proposes to offer all or any of the Equity Shares held by it in an offer for sale of the Company’s Equity Shares during a proposed Listing, pursuant to which TPG would receive Total Proceeds equal to twice the Investment Amount, then the Participating Employee shall be entitled to exercise such number of his/her vested Options that provide such Participating Employee with Pro Rata Shares (“OFS Exercise Event”), and such Participating Employee shall upon such exercise, be entitled to sell the Pro Rata Shares in the offer for sale.

- (ii) For purposes of computing the Total Proceeds that TPG may receive in an offer for sale, the total number of Equity Shares sought to be sold by TPG in the offer for sale shall be multiplied by the minimum price per Equity Share in the price band determined for the purposes of such IPO/offer for sale.
 - (iii) Notwithstanding the foregoing, if the lead manager for the Listing determines in good faith that marketing factors require a limitation of the number of Equity Shares sold by any Participating Employee, such number shall be reduced to a smaller number or zero according to the lead manager's determination.
 - (iv) Notwithstanding Section 4.3(a)(ii) or Section 4.3(b)(iv) above, if, pursuant to an OFS Exercise Event, TPG has sold all (but not less than all) of the Company Investor Securities, then after a period of 12 months from the date of such Listing (or a shorter period as may be prescribed by the Board), the Participating Employees shall be entitled to exercise the remainder of the vested Options held by such Participating Employee. The sale of the Equity Shares received upon the exercise of such vested Options shall be governed by Section 3 of the Management Shareholders Agreement.
- 4.4. **Expiration of Options.** All Options, whether vested or unvested, shall expire on the tenth anniversary of their Grant Date unless otherwise provided in a Participating Employee's Option Grant Agreement or unless such Options expire or lapse earlier as provided below in Section 4.8.
- 4.5. **Limitation on Transfer.** Each Option is personal to the Participating Employee and shall not be transferred to any other person. The Option granted to the Participating Employee shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner. No Person, other than the Participating Employee (or his or her legal heirs or legal representative, if applicable), shall be entitled to the benefits arising out of the Options. The Board or the Committee may, at its discretion, prescribe a lock-in period in respect of the Equity Shares issued upon the exercise of the Options vested with a Participating Employee during which period the Participating Employee shall not transfer, by sale or otherwise, the right, title and interest in such Equity Shares, in accordance with the terms of the Management Shareholders Agreement (to the extent applicable), subject to such exceptions as may be provided in the Management Shareholders Agreement (to the extent applicable).
- 4.6. **Exercise of Options.** Subject to Sections 3.4 and 4.4 hereof, a Participating Employee (or his or her legal heirs or legal representative, if applicable) may Exercise any or all of his or her vested Options only during the period: (i) beginning on the date upon which the relevant Option becomes exercisable pursuant to Section 4.3(a)(ii) or Section 4.3(b)(iv) (as the case may be); and (ii) ending on the date on which the relevant Option expires in accordance with Section 4.4 or Section 4.8 hereof, as applicable. It is clarified that in the event of Listing of Equity Shares of the Company as provided in Section 5.9 and subject to Sections 3.4 and 4.4 hereof, a Participating Employee (or his or her legal heirs or legal representative, if applicable) may Exercise any or all of his or her vested Options at a time before the date on which the relevant Option expires in accordance with Section 4.4 or Section 4.8 hereof, as applicable. The Participating Employee (or his or her legal heirs or legal representative, if applicable) may effectuate any such exercise by serving an Exercise Notice on the Company as provided in Section 4.7 hereof.
- 4.7. **Method of Exercise.** Unless the Committee expressly provides otherwise, the Option shall be exercised by delivery of written notice to the Company at the address provided in Section 5.6 hereof ("**Exercise Notice**"), which if the Committee so determines may be an electronic notice, to the attention of its Secretary, no less than five business days in advance of the

effective date of the proposed exercise (“**Exercise Date**”). Such notice shall: (a) specify the number of Equity Shares with respect to which the Option is being exercised, the Grant Date of such Option and the Exercise Date; (b) be signed (including electronic signature in form acceptable to the Committee) by the Participating Employee (or his or her guardian or legal representative, if applicable); and (c) indicate in writing that the Participating Employee agrees to be bound by the Management Shareholders’ Agreement (to the extent applicable). The Exercise Notice shall include payment in cash for an amount equal to the Exercise Price multiplied by the number of Equity Shares specified in such Exercise Notice or any other method approved by the Committee in writing. In addition, the Participating Employee shall be responsible for the payment of applicable withholding and other taxes in cash that may become due as a result of the Exercise of such Option.

4.8. ***Cessation of Employment***

(a) *Effect of Cessation of Employment on Vesting of Options*

- (i) ***Good Leaver:*** Upon cessation of Employment of a Good Leaver, the Options shall vest in the following manner. If a Participating Employee is a Good Leaver: (a) On account of Death: all Options granted (but unvested) to such deceased Participating Employee shall immediately vest, with effect from the date of their death, in the legal heirs or nominees of the deceased Participating Employee, as the case may be; (b) On account of Disability: all Options granted (but unvested) to such Participating Employee as on the date of the Disability, shall immediately vest in such Participating Employee on that date; (c) On account of resignation for terminal illness other than in case of a Disability: all Options granted but not vested to such Participating Employee will immediately lapse; (d) On account of resignation or termination of Employment by the Company without Cause: all Options granted but not vested to such Participating Employee will immediately lapse.
- (ii) ***Bad Leaver:*** Unless determined otherwise by the Committee/Board of the Company in its discretion, any of the unvested or vested but unexercised Options of a Participating Employee that is a Bad Leaver will immediately lapse.

(b) *Effect of Cessation of Employment on Exercise of Vested Options*

- (i) ***Good Leaver:*** In the case of a Good Leaver:
 - (a) Vested Options, other than the Options which immediately vest in such Participating Employee on the termination of employment of such Participating Employee (in accordance with “Effect of Cessation of Employment on Vesting of Options” in Section 4.8(a) above), may be retained by such Participating Employee (or their legal heirs, as applicable), and may be exercised by them in accordance with this Plan.
 - (b) A Participating Employee (or their legal heirs, as applicable) may exercise the Options that vest in such Participating Employee on the termination of Employment of such Participating Employee (in accordance with “Effect of Cessation of Employment on Vesting of Options” in Section 4.8(a) above), for such period as set forth below (unless determined otherwise by the Committee / Board of the Company in its discretion):

- (a) due to death: one (1) year after death
- (b) due to Disability: one (1) year after incurrence of Disability
- (c) due to resignation for terminal illness other than in case of Disability: three (3) months after the date of the resignation letter submitted to the Company
- (d) due to resignation or termination of Employment by the Company without Cause: three (3) months after the date of the resignation letter submitted to Company or the date of the termination notice issued by the Company, as applicable

Provided however that, any vested Option shall not be exercisable or otherwise disposable until an Exercise Event occurs, and all of the vested Options shall be un-exercisable/ cancelled after the expiration of such period as set forth above regardless of whether an Exercise Event occurs within such period. It is clarified that this not be applicable upon Listing of the Equity Shares of the Company, as provided in Section 5.9 below.

(ii) ***Bad Leaver***

Unless determined otherwise by the Company in its discretion, in the case of a Bad Leaver, vested Options which have been unexercised will immediately lapse and disappear without taking any further action.

(iii) ***Claw-Back***: If:

- (a) a Good Leaver receives (x) any Equity Shares upon exercise of the Options or any proceeds upon transfer of such shares or (y) any payment from the Company or any other party pursuant to this Plan and subsequently breaches any of the terms of under his or her service/employment agreement or any other agreement, including committing fraud; or
- (b) a Bad Leaver has received (x) any proceeds upon transfer of Equity Shares received upon exercise of the Options or (y) any payment from the Company or any other party pursuant to the Plan;

then the Good Leaver or the Bad Leaver, as the case may be, shall immediately return all of the gains to the Company.

For the avoidance of doubt, it is clarified that under this Section 4.8(b), the Company shall have the right to purchase or buy back only such Equity Shares which have been issued to the Participating Employee pursuant to exercise of Options in accordance with this Plan.

- 4.9. ***Management Shareholders' Agreement.*** Subject to Sections 3.4 and 5.9 herein, upon the exercise of the Options in accordance with Section 4.6, and until the later of (i) expiry of the Lock-Up Period (as defined in the Management Shareholders Agreement); and (ii) the complete exit of TPG from its entire investment in the Company, no Equity Shares shall be issued to or recorded in the name of any Participating Employee until such Participating Employee agrees to be bound by and executes the Management Shareholders' Agreement and any applicable Option Grant Agreement.

- 4.10. ***Amendment of Terms of Options.*** Subject to the SEBI Regulations, the Committee may amend the Plan or terms of any Option, provided, however, that (a) any such amendment shall not impair or adversely affect the Participating Employees' existing rights under the Plan or such Option and such amendment or variation is not prejudicial to the interests of the Participating Employees; and (b) shareholders' approval has been obtained by means of a special resolution.

Notwithstanding anything to the contrary herein, the Committee may, subject to the provisions of the Companies Act, 2013, SEBI Regulations and applicable law: (a) and in its sole discretion, convert the Options into options of substantially equivalent value, and with such adjustments contemplated in Section 4 above and any other adjustments as are necessary to prevent enlargement or dilution of rights with respect to the number of Equity Shares subject to grant under this Plan, the number of Options, the Exercise Price and otherwise as the Committee deems necessary and appropriate, to purchase the shares of the Company or other subsidiaries of the Company; or (b) where the Company is not the surviving entity, provide for the assumption or continuation of some or all vested or unvested Options or for the grant of new Options in substitution of such Options, by the surviving entity or an Affiliate of the surviving entity.

4.11. ***Effect of Certain Transactions***

- (a) Except as otherwise provided in an Option Grant Agreement and subject to compliance with the Companies Act, 2013, SEBI Regulations and other applicable laws, the Committee may, in its sole discretion, determine the effect of a Covered Transaction on Options, which determination may include (but is not limited to) the following:

In the event of a Covered Transaction (as defined in Section 2.11) the Committee may, subject to the Articles and subject to applicable law, provide for the assumption or continuation of some or all vested or unvested Options or for the grant of new options in substitution of such Options, by the surviving entity or an Affiliate of the surviving entity.

- (b) *TPG Exit on Vested Options:* On the occurrence of an Exercise Event (other than in case of an OFS Exercise Event), all vested Options will become exercisable, (1) TPG may exercise its Drag Along Rights (*as provided in Section 4(a) of the Management Shareholders Agreement, to the extent applicable*); and the Company may (at the discretion of the Board):

- 1) vest and permit the exercise of some or all of the unvested Options in circumstances other than where the Target Return is achieved, provided that a minimum period of one year has passed between the grant of Options and the vesting of Options;
- 2) cancel some or all of the vested and unvested Options at the price per security the third party is paying less Exercise Price;
- 3) cancel some or all of the unvested Options for no consideration in circumstances other than where TPG achieves the Target Return; or
- 4) require a Participating Employee to roll over any unvested options into an option or share plan offered by the third party.

Payment under Section 4.11(b)(2) and (3) above will be made in two instalments, with 50% of such consideration to be paid within 7 (seven) days from the closing date, and

the rest to be paid by the first (1st) anniversary of such closing date on the condition that the Participating Employee is still an employee of the Company.

- 4.12. Notwithstanding the foregoing, upon the vested Options becoming exercisable in accordance with Section 4.11(b) above, the Participating Employee may exercise his or her tag along right, in accordance with Section 4(b) of the Management Shareholders Agreement, provided that up to 50% of the after-tax proceeds payable to the Participating Employee (pursuant to exercise of the tag along right) ("Balance Amount") may be withheld by the Company (at the discretion of the Committee) for up to 12 months, subject to continued Employment of the Participating Employee, and such other conditions as the Board deems appropriate. Provided however if the Participating Employee becomes a Good Leaver at any time following the consummation of such transaction, the Committee may, at its sole discretion, elect to make payment of the Balance Amount within an earlier period of 14 days from the termination of such Participating Employee.

5. *Miscellaneous*

- 5.1. ***Rights as Option Holders.*** The Participating Employees shall not have any rights as Shareholders with respect to any Equity Shares covered by or relating to the Options granted pursuant to the Plan until the date the Participating Employees become the registered owners of such Equity Shares issued in accordance with and subject to the governing documents of the Company.
- 5.2. ***No Special Employment Rights.*** Nothing contained in the Plan shall confer upon the Participating Employees any right with respect to the continuation of their Employment or interfere in any way with the right of the Company or any of its subsidiaries, subject to the terms of any separate employment agreements to the contrary, at any time to terminate such Employment or to increase or decrease the compensation of the Participating Employees from the rate in existence at the time of the grant of any Option.
- 5.3. ***No Obligation to Exercise.*** The grant to the Participating Employees of the Options shall impose no obligation upon the Participating Employees to exercise such Options.
- 5.4. ***Restrictions on Equity Shares.*** The rights and obligations of the Participating Employee with respect to the Equity Shares obtained through the exercise of any Option provided in the Plan shall be governed by the terms and conditions of the Management Shareholders' Agreement. It is clarified that this not be applicable upon Listing of the Equity Shares of the Company, as provided in Section 5.9 below.
- 5.5. ***Coordination with Other Plans.*** Options under the Plan may be granted in tandem with, or in satisfaction of or substitution for, other Options under the Plan or awards made under other compensatory plans or programs of the Company or its subsidiaries.
- 5.6. ***Notices.*** Each notice and other communication hereunder shall be in writing and shall be given and shall be deemed to have been duly given on the date it is delivered in person or by electronic mail, on the next business day if delivered by overnight mail or other reputable overnight courier, or the third business day if sent by registered mail, return receipt requested, to the parties as follows:

If to the Company:

Email Address: tribhuvan.kabra@rrglobal.com, shreegopal.kabra@rrglobal.com

Attention: Tribhuvanprasad Kabra (Chairman), Shreegopal Kabra (Managing Director)

With a copy (which shall not constitute notice) to: TPG,E-mail Address: vwan@tpg.com, NKay@tpg.com

Attention: Vivian Wan (Managing Director), Nicholas Kay

If to the Participating Employee, to his / her most recent address shown on records of the Company or its subsidiaries;

or in each case to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- 5.7. ***Descriptive Headings.*** The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the meaning of the terms contained herein.
- 5.8. ***Severability.*** In the event that any one or more of the provisions, subdivisions, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, subdivision, word, clause, phrase or sentence in every other respect and of the remaining provisions, subdivisions, words, clauses, phrases or sentences hereof shall not in any way be impaired, it being intended that all rights, powers and privileges of the Company, its subsidiaries and the Participating Employees shall be enforceable to the fullest extent permitted by law.
- 5.9. ***Effect of Listing.*** It is hereby clarified that Sections 4.3(a)(ii), 4.3(b)(ii), 4.3(c), 4.3(d), 4.9, 4.11(b), 4.12 and 5.4 and the provisions of the Management Shareholders' Agreement shall automatically cease to have effect or be applicable from the commencement of Listing of the Equity Shares of the Company on a recognized stock exchange in India pursuant to an IPO. In the event of Listing, the provisions of this Plan shall be subject to such amendment, suspension, alteration or termination as may be required to bring them in compliance with the relevant applicable regulations pertaining to listed companies and the listing of securities of such companies, including the SEBI Regulations.
- 5.10. ***Accounting and Disclosures.*** The Company shall follow the laws/regulations applicable to accounting and disclosure related to the Options and Plan, including but not limited to the Accounting Standard IND AS 102 on share-based payments, and/or any relevant accounting standards as may be prescribed by the Central Government in terms of the Companies Act, 2013 and / or any relevant accounting standards as may be prescribed by the Institute of Chartered Accountants of India from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of the SEBI Regulations.
- The Company shall make disclosures to the prospective Participating Employees to whom the Options are being Granted containing statements of risk, information about the Company and salient features of the Plan in a format as prescribed under the SEBI Regulations. The Company shall disclose details of Grant, Vesting, Exercise and lapse of the Options in the directors' report or in an annexure thereof as prescribed under the SEBI Regulations or any other applicable laws in force.
- 5.11. ***Certificate from Secretarial Auditor.*** The Board shall at each annual general meeting place before the Shareholders a certificate from the secretarial auditors of the Company that the Plan has been implemented in accordance with the SEBI Regulations and other applicable laws and in accordance with the resolution of the Company in the general meeting.
- 5.12. ***Governing Law.*** The provisions of the Plan and any Option Grant Agreement, and the Management Shareholders Agreement (to the extent applicable), and all claims or disputes

arising out of or based upon the Plan, any Option Grant Agreement, and under the Management Shareholders Agreement (to the extent applicable), and any Option under the Plan or relating to the subject matter hereof or thereof shall be governed by, and construed and enforced in accordance with, the laws of India, without regard to the provisions governing choice or conflict of laws or rules that would cause the application of the laws of any other jurisdiction.

- 5.13. ***Limitation of Liability.*** Notwithstanding anything to the contrary in the Plan, neither the Company, nor any Affiliate of the Company, nor the Committee, nor any person acting on behalf of the Company, any Affiliate of the Company or the Company, or the Committee, will be liable to any Participating Employee or to the estate or beneficiary of any Participating Employee or to any other holder of an Option by reason of any acceleration of income, or any additional tax (including any interest and penalties), asserted by reason of the failure of an Option to satisfy the requirements of any applicable law, or otherwise asserted with respect to the Option.

EXHIBIT A

FORM OF OPTION GRANT AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 20__ between RR Kabel Limited (“*the Company*”) and _____ (the “*Participating Employee*”).

WHEREAS, the Company has adopted and maintains the RR Kabel Employee Stock Option Plan (the “*Plan*”) to promote the interests of the Company and its Shareholders by providing the key employees and directors of the Company and its subsidiaries with an appropriate incentive to encourage them to continue in the employ of the Company or its subsidiaries and to improve the growth, profitability and financial success of the Company and its subsidiaries.

WHEREAS, the Plan provides for the grant to Participating Employees of Options to purchase Equity Shares.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of Options. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participating Employee an option (the “*Option*”) with respect to [•] Equity Shares of the Company. 50% of the Options will be Time-Based Options to purchase [•] Equity Shares, and 50% of the Options will be Performance-Based Options to purchase [•] Equity Shares.
2. Grant Date; Vesting Commencement Date. The Grant Date of the Options hereby granted is [•]. The Vesting Commencement Date is [the same as the Grant Date]/[•]. (*to be chosen, as appropriate*)
3. Incorporation of Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan, as interpreted by the Committee, shall govern, except to the extent this Agreement expressly changes the default provisions contained in the Plan, in which case the provisions of this Agreement shall govern. All capitalized terms used and not defined herein shall have the meaning given to such terms in the Plan.
4. Exercise Price. The exercise price of each Equity Share underlying the Option hereby granted is INR [•], determined in accordance with Section 4.1 of the Plan
5. Vesting. The Time-Based Options will vest in accordance with Section 4.3(a) of the Plan, as in effect as of the date hereof, subject in all cases to the Participating Employee’s continued Employment through the applicable vesting date. The Performance-Based Option will vest in accordance with Section 4.3(b) of the Plan, as is in effect as of the date hereof subject in all cases to the Participating Employee’s continued Employment through the applicable vesting date, provided that for purposes of such Performance-Based Options, the following EBITDA targets shall apply (subject to adjustment as provided in the Plan for the impact of any acquisition, divestiture or changes to planned capital expenditures):

Fiscal Year	20[•]	20[•]	20[•]	20[•]	20[•]
EBITDA Target for Fiscal Year	Annual EBITDA target to be approved by the Board and notified to the Participating Employee as soon as reasonably practical after the annual budget is finalized				

(in millions)					
Eligible to Vest on	date on which the audited annual accounts of the Company for the applicable Financial Year have been approved and adopted by the Board.				
Percentage of Performance Based Options which are Eligible to Vest	[•]	[•]	[•]	[•]	[•]

Notwithstanding the above, there shall be a minimum period of one year between the grant of Options and the vesting of the Options.

6. Term of Options; Expiration. The Option shall expire in accordance with the provisions of Section 4.4 of the Plan.
7. Construction of Agreement. Any provision of this agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action.
8. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, shall be in writing and shall be effective only to the extent specifically set forth in such writing.
9. Limitation on Transfer. The Options shall be exercisable only by the Participating Employee, as determined in accordance with the terms of the Plan. All Equity Shares obtained pursuant to the Options granted herein shall not be transferred except as provided in the Plan and, where applicable, the Management Shareholders' Agreement. Shares issued upon exercise of the Options or otherwise delivered in satisfaction of the Option will bear such legends as may be required or provided for under the terms of the Plan and, where applicable, the Management Shareholders' Agreement.
10. Restrictive Covenants.
 - (a) In consideration of the Participating Employee's Employment with the Company and the grant of an Option pursuant to this Agreement, the Participating Employee makes the following covenants described in this Section 10. Notwithstanding anything in the

Plan or this Agreement to the contrary, in the event that the Participating Employee violates any of the provisions of this Section 10, he or she shall forfeit the Options in full (regardless of the extent to which the Option is vested at the time of such violation).

- (b) Non-competition; Non-solicitation; Confidential Information. The Participating Employee shall not Compete (as such term is defined in the Plan).
- (c) Non-Disparagement. The Participating Employee shall not, directly or indirectly, disparage (i) the Company; (ii) any subsidiaries or Affiliates of the Company; (iii) any employee, officer, shareholder or director of any of the entities described in clauses (i) through (iii); or (iv) the business or properties or assets of the Company or any of its subsidiaries. Notwithstanding the foregoing, nothing herein shall preclude the Participating Employee from making truthful statements or disclosures that are required by applicable laws or legal process.
- (d) Enforceability of Covenants. The Participating Employee acknowledges the reasonableness of the term, geographical territory, and scope of the covenants set forth in this Section 10, and the Participating Employee agrees that he/she will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein and the Participating Employee hereby waives any such defense. The Participating Employee further acknowledges that complying with the provisions contained in this Agreement will not preclude the Participating Employee from engaging in a lawful profession, trade or business, or from becoming gainfully employed. The Participating Employee agrees that the Participating Employee's covenants under this Section 10 are separate and distinct obligations under this Agreement, and the failure or alleged failure of the Company or the Board to perform obligations under any other provisions of this Agreement shall not constitute a defense to the enforceability of the Participating Employee's covenants and obligations under this Section 10. The Participating Employee agrees that any breach of any covenant under this Section 10 will result in irreparable damage and injury to the Company or one of its subsidiaries and that the Company and/or its subsidiaries will be entitled to injunctive relief in any court of competent jurisdiction without the necessity of posting any bond.
- (e) Non-exclusive Remedy. In addition to any remedies that may be available in any agreement to which the Participating Employee is a party, the remedies available for breach of any of the foregoing restrictive covenants shall include: (a) the rights and remedies of the Company and its Affiliates set forth in the Management Shareholders' Agreement; (b) any rights or remedies available in law or in equity, (c) the forfeiture of the Options for no consideration; (d) in respect of the Options (or portion thereof) exercised by the Participating Employee prior to any such breach or subsequent thereto and prior to the forfeiture of the Options (or portion thereof) required by this Section 10; (e) payment by the Participating Employee to the Company of an amount equal to the difference between the Exercise Price of the Option and the per-share proceeds of any sale of shares acquired upon such exercise multiplied by the number of Equity Shares so sold; and (f) payment by the Participating Employee to the Company or its subsidiaries of an amount reimbursing the Company or its subsidiaries, as applicable, for all attorney's fees they incur enforcing their rights hereunder.

11. Integration. This Agreement, and the other documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties,

covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein and in the Plan. This Agreement, including without limitation the Plan and the Management Shareholders' Agreement, supersedes all prior agreements and understandings between the parties with respect to its subject matter.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India, without regard to the provisions governing choice or conflict of laws or rules that would cause the application of the laws of any other jurisdiction. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 13, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.
14. Effect on Employment. Nothing contained in this Agreement shall confer upon the Participating Employees any right with respect to the continuation of their Employment or interfere in any way with the right of the Company or any of its subsidiaries, subject to the terms of any separate employment agreements to the contrary, at any time to terminate such Employment or to increase or decrease the compensation of the Participating Employees from the rate in existence at the time of the grant of any Options.
15. Participating Employee Representations; Acknowledgments. The Participating Employee hereby acknowledges receipt of a copy of the Plan. The Participating Employee hereby acknowledges that all decisions, determinations and interpretations of the Committee in respect of the Plan, this Agreement and the Options shall be final and conclusive. The Participating Employee further acknowledges that no exercise of the Options or any portion thereof shall be effective unless and until the Participating Employee has executed the Management Shareholders' Agreement and the Participating Employee hereby agrees to be bound thereby. The Participating Employee further acknowledges that if, following the date the Participating Employee receives the Options pursuant to this Agreement, the Company determines that any of the representations made by the Participating Employee under this Section 15 are inaccurate, the grant of the Options to the Participating Employee pursuant to this Agreement may, in the sole discretion of the Board, be rescinded and deemed null and void.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Participating Employee has hereunto signed this Agreement on his own behalf, thereby representing that he has carefully read and understands this Agreement, the Plan and the Management Shareholders' Agreement as of the day and year first written above.

By RR Kabel Limited _____

Title:

By: _____

[Participating Employee's name]

EXHIBIT B

RR KABEL LIMITED

MANAGEMENT SHAREHOLDERS' AGREEMENT

This MANAGEMENT SHAREHOLDERS' AGREEMENT (this "Agreement"), dated as of [●], executed between RR Kabel Limited (the "Company"), TPG and (the "Management Shareholder")

WHEREAS, the Management Shareholder has been granted options to purchase Equity Shares (the "Options") pursuant to the RR Kabel Employee Stock Option Plan (the "Plan");

WHEREAS, as a condition to the issuance of any Equity Shares by the Company to the Management Shareholder, the Management Shareholder is required to execute this Agreement; and

WHEREAS, the Management Shareholder, TPG, and the Company desire to enter into this Agreement and to have this Agreement apply to any Equity Shares acquired by the Management Shareholder from whatever source;

NOW THEREFORE, in consideration of the premises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Definitions. As used in this Agreement, capitalized terms used but not defined herein shall have the meanings set forth in the Plan.
2. Investment; Issuance of Equity Shares.
 - (a) The Management Shareholder represents that the Equity Shares are being acquired for investment purposes only and not with a view toward the distribution thereof. No special rights in respect of the Equity Shares will accrue to the Management Shareholder, except as set out in this Agreement.
 - (b) Notwithstanding anything herein to the contrary, upon the exercise of an Option by the Management Shareholder in accordance with the terms of the Plan, the Company shall issue to the Management Shareholder the relevant number of Equity Shares in demat form, by way of credit to the demat account of the Participating Employee.
 - (c) Each Management Shareholder who acquires Equity Shares on the exercise of Options must agree to be bound by the Company's memorandum of association and Articles, the Plan, the Option Grant Agreement, the Management Shareholders Agreement and such other documents as are applicable in this context, as determined by the Company from time to time.
 - (d) The terms of this Management Shareholders Agreement shall only apply in relation to Equity Shares issued by the Company to the Participating Employee pursuant to exercise of Options issued under the Plan.
3. Transfer and Lock-Up of Equity Shares; OFS; Call Rights.
 - (a) Transfer and Lock-Up of Equity Shares.
 - (i) The Management Shareholder agrees that he or she will not cause or permit the Equity Shares or his or her interest in the Shares to be Transferred prior to the Agreement Termination Date, except as expressly permitted by this

Section 3; provided, however, that, subject to the following sentence, the Equity Shares or any such interest may be Transferred: (A) on the Management Shareholder's death by bequest or inheritance to the Management Shareholder's executors, administrators, testamentary trustees, legatees or beneficiaries; (B) with the prior written consent of the Board, including to pay withholding taxes in connection with the exercise of an Option under the Plan (each such transferee to be referred to as a "Transferee"); and (C) in accordance with Sections 3(c) and 4 of this Agreement, subject in each case to: (x) Section 3(a)(ii) below; (y) compliance with all applicable tax, securities and other laws; and (z) the agreement by each Transferee (other than the Company or as otherwise permitted by the Company in writing) in writing to be bound by the terms of this Agreement as if such Transferee had been an original signatory hereto. Notwithstanding anything to the contrary herein, Options (and any interests therein) shall be transferable only in accordance with Section 4.5 of the Plan.

- (ii) Notwithstanding the foregoing, in no event shall any Management Shareholder or his/her Transferee be entitled to Transfer its Equity Shares without the prior written consent of the Board: (A) to any Person (other than an Affiliate of the Company) that is Competing with the Company and/or its Affiliates, or TPG and/or its affiliates; or (B) to any Person who (directly or indirectly): (x) holds an ownership interest in any such Person referred to under Section 3(a)(ii)(A) above, which is equal to five percent (5%) or more; or (y) has designated, or has the right to designate, a member of the board of directors of any such Person covered under Section 3(a)(ii)(A) above. In addition, and notwithstanding any provision of this Agreement to the contrary, neither the Management Shareholder nor his/her Transferee shall be entitled to Transfer his / her Equity Shares at any time if such Transfer would violate any of the applicable laws.
- (iii) The Management Shareholder agrees that, subject to the proviso to Section 3(a)(i) above and Section 3(b) below, he or she will not, without the prior written consent of the Board, following a Listing, during any lock-in period imposed / prescribed by the Company or by the lead manager to such Listing, or if longer, the period during which the Management Shareholder is prohibited from selling Equity Shares pursuant to any applicable law (the "Lock-Up Period"): (A) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Equity Shares, Options or other securities convertible into or exercisable or exchangeable for Equity Shares (including without limitation, Equity Shares which may be deemed to be beneficially owned by such Management Shareholder); or (B) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Equity Shares, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Equity Shares or such other securities, in cash or otherwise.
- (iv) After expiry of the Lock-Up Period, the Management Shareholder shall be entitled to Transfer the Equity Shares held by it, in the manner and proportion provided in **Schedule 1** to this Agreement.
- (v) Any purported Transfer of Equity Shares other than in accordance with this Agreement shall be null and void, and the Company shall refuse to recognize

any such Transfer for any purpose and shall not reflect in its records any change in record ownership of Equity Shares pursuant to any such Transfer.

- (vi) Prior to the Agreement Termination Date, neither the Management Shareholder nor his/her Transferee shall grant any proxy or enter into or agree to be bound by any voting trust with respect to any Equity Shares or enter into any agreements or arrangements of either kind with any Person with respect to any Equity Shares inconsistent with the provisions of this Agreement (whether or not such agreements and arrangements are with other Management Shareholders or holders of Equity Shares who are not parties to this Agreement), including agreements or arrangements with respect to the acquisition, disposition or voting (if applicable) of any Equity Shares, nor shall any Management Shareholder act, for any reason, as a member of a group or in concert with any other persons in connection with the acquisition, disposition or voting (if applicable) of any Equity Shares in any manner which is inconsistent with the provisions of this Agreement.

(b) Offer For Sale (OFS)

- (i) In an OFS Exercise Event, the Management Shareholder shall be entitled to sell the Pro Rata Shares (received by them pursuant to exercise of Options in accordance with the Plan) in the offer for sale.
- (ii) Notwithstanding the foregoing, if the lead manager for the Listing determines in good faith that marketing factors require a limitation of the number of Equity Shares sold by any Participating Employee, such number shall be reduced to a smaller number or zero according to the lead manager's determination.

(c) Company Call Right.

- (i) Except as provided in Section 3(c)(ii) of this Agreement, and subject to Section 3(c)(iii), in the event the Management Shareholder's Employment with the Company terminates for any reason prior to the Agreement Termination Date (as hereinafter defined), the Company or the Company's Shareholders or any other person or entity as may be determined by the Company ("Buyer") shall have the right (but not an obligation), during: (A) 18 months from cessation of Employment for both Good Leavers and Bad Leavers; or (B) at any time thereafter, if a Good Leaver becomes a Bad Leaver (with respect to any Equity Share, determined on a share-by-share basis, but applying to all Equity Shares then owned by the Management Shareholder, the "Call Trigger Date"), to purchase from the Management Shareholder or the Management Shareholder's Transferee, and upon the exercise of such right the Management Shareholder or such Transferee shall sell to the Buyer, all or any portion of the Equity Shares held by the Management Shareholder or his/her Transferee as of the date as of which such right is exercised at a price per Equity Share equal to: (x) in the case of a Good Leaver, the Fair Market Value of the Equity Shares then held by the Management Shareholder; or (y) in the case of a Bad Leaver, at the lower of: the Fair Market Value of the Equity Shares then held by the Management Shareholder (with a 20% discount for illiquidity), and the Exercise Price ("Bad Leaver Price"); provided however, that in the event the Company suffers any quantifiable losses as a result of a termination for Cause in the case of a Bad Leaver, and the Company, after enforcing its contractual rights, has not fully recovered such losses from the Management Shareholder or

his/her Affiliate, as applicable, the Company shall be entitled to purchase the Equity Shares for face value rather than the Bad Leaver Price.

- (ii) Subject to Section 3(c)(iii), in the event the Management Shareholder or his/her Transferee: (A) refuses to sell any of his / her Equity Shares in connection with TPG's exercise of the drag along right under and in accordance with Section 4(a) (such exercise, a "Drag Transaction"); or (B) fails to fulfil any of his / her obligations under Section 4(e)(i); or (C) attempts to revoke any rights, authorities or powers granted to TPG pursuant to Section 4(e)(ii), in each case as determined by the Company in good faith (the occurrence of any of (A), (B), (C) or any combination thereof, a "Drag Breach"), prior to the Agreement Termination Date (as hereinafter defined), the Buyer shall have the right, during the 6 months period following any Drag Breach, to purchase from the Management Shareholder or the Management Shareholder's Transferee, and upon the exercise of such right the Management Shareholder or such Transferee shall sell to the Buyer, all or any portion of the Equity Shares held by the Management Shareholder or his/her Transferee as of the date on which such right is exercised, at a per Equity Share price which is equal to the prevailing face value of the Equity Share.
- (iii) The Buyer shall exercise the call rights described in this Section 3(c) by delivering to the Management Shareholder or his/her Transferee, as applicable, a written notice specifying its intent to purchase the Equity Shares held by the Management Shareholder or his/her Transferee (the "Call Notice") and the number of Equity Shares to be purchased. The Company's call right shall be deemed exercised as of the date on which the Company delivers such Call Notice to the Management Shareholder or his/her Transferee. Such purchase and sale shall occur on such date as the Buyer shall specify, which date shall be no later than ninety (90) days after the end of the fiscal quarter in which the Call Notice is delivered. The Company will use commercially reasonable efforts to make the payment for the Equity Shares in cash on the date of such purchase and sale; provided that if, despite using such efforts, such payment will result in a violation of the terms or provisions of, or result in a default or event of default under, any guarantee, financing or security agreement or document entered into by the Company or any of its Affiliates and in effect on such date (hereinafter a "Financing Agreement"), the Company may delay any such payment. In the event the payment of the purchase price is delayed as a result of a restriction imposed by a Financing Agreement as provided above, such payment shall be made without the application of further conditions or impediments as soon as practicable after the payment of such purchase price would no longer result in a violation of the terms or provisions of, or result in a default or event of default under, any Financing Agreement, and such payment shall equal the amount that would have been paid to the Management Shareholder or his/her Transferee if no delay had occurred plus interest for the period from the date on which the purchase price would have been paid but for the delay in payment provided herein to the date on which such payment is made (the "Delay Period"), calculated at an annual rate equal to 12%.
- (iv) In the event that the Company exercises its call right to purchase Equity Shares from the Management Shareholder under Section 3(c)(i) and, following the date that the Company pays the Management Shareholder the applicable purchase price for such Equity Shares, the Management Shareholder becomes a Bad Leaver, the Management Shareholder or the

Management Shareholder's Transferee (as the case may be) shall pay to the Company, within ten (10) business days following the date on which the Management Shareholder becomes a Bad Leaver, an amount equal to: (A) the amount the Company paid the Management Shareholder or his/her Transferee to purchase such Equity Shares minus (B) the amount the Company would have been required to pay the Management Shareholder or his/her Transferee for such Equity Shares if the Company had purchased the Equity Shares pursuant to Section 3(c)(i)(B)(y), i.e., the Bad Leaver Price.

- (v) If, following the Agreement Termination Date, the Management Shareholder becomes a Bad Leaver, the Management Shareholder or the Management Shareholder's Transferee shall pay to the Company, within ten (10) business days following the date on which the Management Shareholder became a Bad Leaver, an amount equal to the amount which, as a result of the exercise of Options at any time following or within one (1) year prior to the date on which the Management Shareholder became a Bad Leaver, the Management Shareholder or the Management Shareholder's Transferee will be required to recognize as income in the jurisdiction in which the Management Shareholder (or his/her Transferee) has submitted, or would be required to submit, a tax filing or otherwise report income for tax purposes.

4. Certain Rights. Subject to compliance with applicable laws and Section 13 hereof:

(a) Drag Along Rights.

- (i) If TPG or any of its Permitted Transferees desire to exercise their drag along rights (in such manner as may be agreed to in writing between TPG, the Company and the promoters of the Company) ("Drag Along Right"), then TPG shall have the right (but not an obligation) to require the Management Shareholder or his/her Transferee to sell up to all the Equity Shares held by the Management Shareholder or his/her Transferee to the Purchaser (as defined below), in the manner provided below.
- (ii) If TPG intends to exercise its Drag Along Right, TPG shall deliver a written notice to the Management Shareholder ("Drag Notice") setting out the following details: (i) the total number of the Equity Shares ("Drag Securities") that are required to be Transferred to the Purchaser by the Management Shareholder; (ii) the name and details of the proposed purchaser of the Drag Securities ("Purchaser"); (iii) the price at which each Drag Security is proposed to be Transferred ("Drag Price"); and (iv) the other terms and conditions upon which the Management Shareholder, TPG, and other Shareholders will Transfer the Drag Securities to the Purchaser.
- (iii) The Transfer of the Drag Securities to the Purchaser shall be completed no later than the date falling: (a) 1 (one) year from the Drag Notice; and (b) 180 (one hundred and eighty) days from the date upon which TPG enters into binding legal agreements with the Purchaser in connection with the transfer of the securities or Equity Shares held by TPG.

(b) Tag Along Rights.

- (i) If TPG (whether directly or through any of its Permitted Transferees) proposes to Transfer, prior to the Agreement Termination Date, all (and not less than all) of the Company Investor Securities, then TPG and/or its Permitted Transferees (as the case may be) (hereinafter referred to as the

“Selling Shareholders”) shall give written notice of such proposed Transfer to the Management Shareholder (the “Selling Shareholders’ Notice”) at least ten (10) days prior to the consummation of such proposed Transfer, setting forth the material terms and conditions of such Transfer, including: (a) the name and details of the proposed purchaser of the Company Investor Securities (“Tag Transferee”); and (b) the price per Equity Share offered to the Selling Shareholders.

- (ii) The Management Shareholder or his/her Transferee (as the case may be) shall have the right to elect, by delivery of written notice to TPG within ten (10) days from the date of delivery of the Selling Shareholders’ Notice, to Transfer up to 100% of the Equity Shares held by such Management Shareholder or his/her Transferee, on the same terms and conditions (including price per Equity Share) as applicable to the Transfer of the Company Investor Securities by the Selling Shareholders.
 - (iii) In order to be entitled to exercise his/her rights pursuant to this Section 4(b), the Management Shareholder or his/her Transferee must agree to make/ enter into such representations, warranties, covenants, indemnities and agreements as are comparable to those made / entered into by the Selling Shareholders in connection with the proposed Transfer, it being understood that all such representations, warranties, covenants, indemnities and agreements shall be made by the Selling Shareholders on one hand, and the Management Shareholder and/or his/her Transferee on the other hand, severally and not jointly. The Selling Shareholders, and the Management Shareholder and/or his/her Transferee shall be responsible for their proportionate share of the costs of the proposed Transfer to the extent not paid or reimbursed by the proposed Tag Transferee, if applicable, or the Company.
- (c) Delayed Payment. In the event the Management Shareholder or his/her Transferee Transfers Equity Shares pursuant to this Section 4, the Board/Committee may require that payment of up to fifty percent (50%) of the after-tax proceeds with respect to Equity Shares acquired through the exercise of Options be delayed, without interest (“Balance Payment”), and subject to continued Employment or such other conditions as the Board/ Committee deems appropriate for up to twelve (12) months at its discretion. Provided however if the Management Shareholder becomes a Good Leaver at any time following the consummation of such transaction, the Board/Committee may, at its sole discretion, elect to make payment of the Balance Payment within an earlier period of 14 days from the termination of such Management Shareholder.
- (d) Permitted Transferees. Any Permitted Transferee to which TPG’s pecuniary interest in any Equity Shares is Transferred shall agree to execute this Agreement as a condition to such Transfer.
- (e) Further Assurance. In the event TPG exercises the drag along right under Section 4(a):
 - (i) the Management Shareholder shall, at his or her own cost, promptly execute and do all such assurances, acts and things in such form as TPG may require for the purpose of transferring Equity Shares held by the Management Shareholder to the Purchaser, and the Management Shareholder shall, in particular but without limitation, execute all such transfers, conveyances, assignments and assurances of the Equity Shares to the Purchaser, give all such notices, orders, instructions and directions which TPG may consider

expedient for purposes of effecting the transfer of Equity Shares to the Purchaser as a result of TPG's exercise of the drag along right under Section 4(a); and

- (ii) the Management Shareholder irrevocably appoints TPG, with full power of substitution, severally to be his or her attorney and in his or her name or otherwise on his or her behalf and as his or her act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which TPG, acting in its sole discretion, shall think proper or expedient for the purposes of effecting the transfer of Equity Shares to the Purchaser as a result of TPG's exercise of the drag along right under Section 4(a) and so that the appointment hereby made shall operate to confer on TPG authority to do on behalf of the Management Shareholder anything which they can lawfully do by an attorney. To the fullest extent permitted by law, this power of attorney shall be deemed to be coupled with an interest and is given to secure a proprietary interest of TPG in respect of the Equity Shares and shall survive and not be affected by the bankruptcy, disability or incapacity of the Management Shareholder and shall extend to such Management Shareholder's successors and assigns.

- 5. Termination. This Agreement shall terminate upon the later of (i) expiry of the Lock-Up Period (as defined in the Management Shareholders Agreement; and (ii) the complete exit of TPG from its entire investment in the Company (the "Agreement Termination Date"); provided that the provisions of Sections 2, 3(a)(ii), 3(a)(iii), 3(c), 5 and 6 shall survive the termination of this Agreement.
- 6. Publicity and Confidentiality. Each of the parties hereto shall keep confidential this Agreement and the transactions contemplated hereby, and any nonpublic information received pursuant hereto, and shall not disclose, issue any press release or otherwise make any public statement relating hereto or thereto without the prior written consent of TPG unless so required by applicable law or any governmental authority; provided that no such written consent shall be required (and each Management Shareholder shall be free to release such information) for disclosures to each Management Shareholder's immediate family members, attorneys, accountants and other professional advisers, in each case so long as such Persons agree to keep such information confidential.
- 7. Amendment; Assignment. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or their authorized representatives or, in the case of a waiver, by the party or an authorized representative of the party waiving compliance. No such written instrument shall be effective unless it expressly recites that it is intended to amend, supersede, cancel, renew or extend this Agreement or to waive compliance with one or more of the terms hereof, as the case may be. Except for the Management Shareholder's right to assign his or her rights in accordance with Section 3(a) or the Company's right to assign its rights under Section 3(c), no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto.
- 8. Notices. Each notice and other communication hereunder shall be in writing and shall be given and shall be deemed to have been duly given on the date it is delivered in person or by electronic mail, on the next business day if delivered by overnight mail or other reputable overnight courier, or the third business day if sent by registered mail, return receipt requested, to the parties as follows:

If to TPG, to:

E-mail Address: vwan@tpg.com, NKay@tpg.com

Attention: Vivian Wan (Managing Director), Nicholas Kay

If to the Company, to: RR Kabel Limited

Email Address: tribhuvanprasad.kabra@rrglobal.com, shreegopal.kabra@rrglobal.com

Attention: Tribhuvanprasad Kabra (Chairman), Shreegopal Kabra (Managing Director)

If to the Management Shareholder, to its most recent address shown on records of the Company or its Affiliate;

or in each case to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India, without regard to the provisions governing choice or conflict of laws or rules that would cause the application of the laws of any other jurisdiction.
11. Dispute Resolution. Any disputes arising from or related to the Agreement shall be first resolved by the Parties' negotiation. In the event that the Parties fail to reach an agreement in resolving the dispute arising from this Agreement within thirty (30) days of the dispute, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Mumbai for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement.
12. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement, or their respective heirs, personal representatives, successors or assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
13. No Third Party Liability. This Agreement may only be enforced against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the entities that are expressly identified as parties hereto; and no past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney or representative of any party hereto (including any Person negotiating or executing this Agreement on behalf of a party hereto), unless party to this Agreement, shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action (whether in contract or tort) that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including a representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement).

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
15. Severability. If any term, provision, covenant or restriction of this Agreement, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. Miscellaneous. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RR KABEL LIMITED

By:

Name:

Title:

TPG ASIA VI SF PTE. LTD

By:

Name:

Title:

Management Shareholder

I hereby represent that I have carefully read and understand, and agree to be bound by, the terms of the Management Shareholders' Agreement dated as of the date set forth above.

Agreed to and Accepted by:

Signature

Date

Please print your name and address:

SCHEDULE 1

EXERCISE SCHEDULE UNDER SECTION 3(a)(iv)

% of Equity Shares that the Management Shareholder may sell	% of Equity Shares being sold by TPG at any time
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%
100%	100%