

QCL/SEC/2026-27/22

May 11, 2026

To,

**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street,  
Mumbai – 400 001  
**Security Code – 539978**

**National Stock Exchange of India Limited**  
Exchange Plaza,  
Bandra- Kurla Complex,  
Bandra (East), Mumbai – 400 051  
**NSE Symbol – QUESS**

Dear Sir/ Madam,

**Sub: Submission of the Trust Deed of the Quess Corp Limited Employees Welfare Trust**

Pursuant to Regulation 3(3) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find enclosed the Trust Deed of 'Quess Corp Limited Employees Welfare Trust', set up by the Company for the purpose of implementation and administration of the Quess Stock Ownership Plan 2026.

The above information will also be available on the website of the Company at [www.uesscorp.com](http://www.uesscorp.com).

Kindly take the above information on record and oblige.

Yours sincerely,

**For Quess Corp Limited**

**Kundan K Lal**  
**Company Secretary & Compliance Officer**  
**Membership No.: F8393**

Encl: as above

**Quess Corp Limited**

Quess Tower, Sky Walk Avenue, 32/4, Hosur Road, Roopena Agrahara, Bommanahalli, Bengaluru– 560068, Karnataka, India  
Tel: +91 080-49345666 | [contactus@quesscorp.com](mailto:contactus@quesscorp.com) | CIN: L74140KA2007PLC043909



**DEED OF TRUST**

**OF**

**QUEST CORP LIMITED EMPLOYEES WELFARE TRUST**



## TRUST DEED

THIS Deed of Trust is executed at Bangalore on **2nd Day of April, 2026** (hereinafter referred to as the "Effective Date")

BETWEEN

**Quess Corp Limited**, a Company limited by shares, incorporated under the Companies Act, 1956, having its registered office at Quess Tower, Sky Walk Avenue, 32/4, Hosur Road, Roopena Agrahara, Bommanahalli (Bangalore), Bangalore, Karnataka – 560068, India, and bearing CIN: L74140KA2007PLC043909.

(hereinafter referred to as the "**Settlor**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Interest & assigns) of the **ONE PART**;

AND

- 1) Mr. Akash Gupta, S/O O. P. Gupta, r/o T2-1001, Purva Skydale, Silver County Road, Lake Dew Residency, - Phase 2, Harlur, Bangalore – 560068, of Indian Nationality;
- 2) Mr. Masetty Lakshmi Shyam Sunder, S/O Masetty Venkateswarlu, r/o 9-206, Seetharampuram, Miryalaguda, Nalgonda, Telangana, 508207, of Indian Nationality; and
- 3) Ms. Shweta Priy, D/O Gobind Priy, r/o Flat 204, GR Shruthi Nivas, Manipal County Road, Singasandra, Bangalore - 560068 of Indian Nationality.

(hereinafter collectively referred to as the "**Trustees**" and individually as a "**Trustee**", which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include all the Trustees from time to time of this Trust, survivors and the legal representatives and executors, administrators and successors of the last of the survivor of the Trustees) of the **OTHER PART**;

### WHEREAS:

- A. The Settlor is a public company and is engaged inter-alia in the business of workforce management, technology-enabled staffing and related services etc. The equity shares of the Settlor are listed in India on the BSE Limited and the National Stock Exchange of India Limited (collectively hereinafter referred as "**Stock Exchanges**").
- B. The Settlor intends to implement an equity-based employee compensation plan for the benefit of its employees with a view to attract, retain and incentivise them through an irrevocable employee welfare trust.



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- C. The Board of Settlor has accorded its consent vide its resolution dated March 16, 2026 to set-up and bring into existence an irrevocable employee welfare trust, namely '**Quess Corp Limited Employees Welfare Trust**' ("Trust") in due compliance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (SEBI SBEB & SE Regulations) and provisions of the Applicable Laws, with a view to administer the Scheme through the Trust.
- D. Upon the proposal of Settlor, the Trustees have consented to act as the first Trustees of the Trust and to accept the Trust under these presents, being testified by execution hereof through its authorized representative.
- E. The Settlor has handed over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand), the payment and receipt whereof the Trustees hereby admits, and acknowledges as initial corpus ("**Initial Corpus**") of the Trust hereby constituted.
- F. The Settlor and the Trustees have agreed to execute this Trust Deed to record herein the nature and scope of their respective rights, duties, and entitlements with respect to the Trust.

**NOW THIS TRUST DEED WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Definitions and Interpretation**

**1.1. Definitions**

In these presents, unless there is anything repugnant to the context or meaning thereof:

- a) "**Applicable Laws**" means the legal requirements relating to employee welfare trusts and employee stock options, employee stock appreciation rights, including, without limitation to, the Indian Trust Act, 1982, the Companies Act and the rules framed thereunder, Securities and Exchange Board of India Act 1992, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations 2021 ("**SEBI SBEB & SE Regulations**") and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.
- b) "**Associate company**" shall have the same meaning as defined under section 2(6) of the Companies Act, 2013.
- c) "**Beneficiary**" shall mean the Employees and such other persons as explained at Clause 8 of this Trust Deed, having such rights and obligations conferred under the Scheme and this Trust Deed as are lawfully available under the provisions of the Applicable Laws and



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includes, where the context so requires the heirs, executors and administrators of a deceased beneficiary.

- d) **"Board"** shall mean the Board of Directors of the Settlor.
- e) **"Board of Trustee"** means all Trustees existing at any point in time during the Trust Period.
- f) **"Committee"** means the Nomination and Remuneration Committee of the Company, or any empowered committee constituted or re-constituted by the Board from time to time, as formulated under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"SEBI Listing Regulations"**), to supervise the Scheme comprising of such members of the Board as provided under Section 178 of the Companies Act.
- g) **"Cashless Exercise"** means an application made by the Employee to the Trust directing the Trust to sell the requisite number of shares of the respective Employee for adjusting the Exercise Price and applicable income tax amount including any expenses thereon and transfer the balance shares to the demat account of grantee in accordance with the terms and conditions of the Plan.
- h) **"Company"** shall mean Qess Corp Limited and shall include its successors and permitted assigns.
- i) **"Director"** means a member of the Board.
- j) **"Effective Date"** means the date on which this Trust Deed is executed with effect from which the Trust has come into force.
- k) **"Employee"** means such personnel as defined under the Scheme, as amended from time to time.
- l) **"Option"** means an employee stock option granted to a Beneficiary including Restricted Stock Units (hereinafter known as "RSUs"), Performance Stock Units (hereinafter known as "PSUs") and any other form within the same meaning, which gives such Beneficiary the right, but not an obligation, to acquire at a future date the Shares underlying the option at a pre-determined price.
- m) **"Option Grantee"** shall have the same meaning as defined in the Scheme, as amended from time to time.
- n) **"Primary Acquisition"** shall mean the acquisition of equity shares of the Company by the Trust by way of subscription to a fresh issue of shares of the Company.



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- o) **"Scheme"** means and includes:
- i. any welfare scheme of the Settlor contemplating monetary benefits to the Employees, to be administered through the Trust, in accordance with the instruction of the Settlor; and/or
  - ii. any Share-based employee benefit scheme of the Settlor, introduced from time to time, intended to be administered through the Trust, including the **'Quess Stock Ownership Plan 2026'**.
  - iii. Any such scheme upon becoming subject matter of the Trust shall be deemed to be an integral part of the Trust.
- p) **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized Stock Exchange for cash consideration.
- q) **"Settlor"** Quess Corp Limited, a company incorporated under the Companies Act, 1956, having its registered office at Quess Tower, Sky Walk Avenue, 32/4, Hosur Road, Roopena Agrahara, Bommanahalli (Bangalore), Bangalore, Karnataka – 560068.
- r) **"Shares"** means equity shares of the Settlor as defined in the Scheme.
- s) **"Stock Exchange"** means National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchange in India on which the Company's Shares are listed.
- t) **"Subsidiary Company"** shall have the same meaning as defined under Section 2(87) of the Companies Act, 2013.
- u) **"Trust"** means this irrevocable trust namely **'Quess Corp Limited Employees Welfare Trust Quess Corp Limited Employees Welfare Trust'** settled through this Trust Deed.
- v) **"Trust Deed"** means this trust deed and deems to include any legally effective variation, modification, amendment, and substitution thereof.
- w) **"Trust Fund"** means the aggregate of the Initial Corpus as referred to in Recital E above, and any income accruing to the Trust, donations, contributions, loans and advances lawfully received by the Trust from time to time.
- x) **"Trustee"** means any person, whether a natural Individual or a corporate entity being appointed as a trustee in this Trust Deed.



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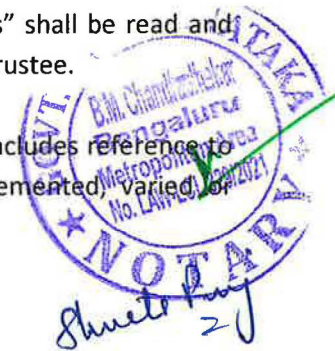
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- y) **"Trust Period"** refers to the duration commencing on the Effective Date and continuing until the occurrence of the earlier of (i) the winding-up of the Settlor, (ii) the termination or extinction of the Trust, or (iii) if prior to the aforementioned events, subject to the consent of the Settlor, the Trustees unanimously and in strict compliance with the provisions of Applicable Laws and the terms of this Trust Deed, determine that it is in the best interest of the Trust to advance the termination date, in which case, such earlier date shall be specified in writing by the Trustees."
- z) **"Trust Property"** shall include the aggregate of the Trust Fund and all the Shares held by the Trust from time to time.

## 1.2. Interpretation

Unless otherwise provided or unless the subject or context otherwise requires, in this Trust Deed:

- (a) The words and expressions used in capitalized form and not defined in this Trust Deed but defined in the Scheme and in the relevant provisions of the Applicable Laws, shall have the meanings respectively assigned to them first in the Scheme and then in the Applicable Laws, as the context requires.
- (b) Any reference to the provisions of any statute shall be deemed to include reference to the same as in force (including any amendment or reenactment) at the time the matter relating thereto occurs;
- (c) Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Trust Deed.
- (d) Words and expressions defined in the Companies Act, 2013 shall bear the same meanings herein;
- (e) Words denoting one gender include all genders; words denoting company include body corporate, corporations and trusts and vice-versa;
- (f) The words used in this Trust Deed in singular form shall refer to its plural form and vice versa as the context requires. For instance, the terms "Trustee" or "Trustees" shall be read and construed in the context of a sole corporate Trustee or more than one Trustee.
- (g) Reference in this Trust Deed to any document, security or agreement includes reference to such document, security or agreement as amended, novated, supplemented, varied or replaced from time to time;



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(h) References to "this Trust Deed" mean this Trust Deed together with its recitals and Scheme referred to herein; and

(i) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.

## 2. Settlement of Trust

2.1. The Settlor hereby settles upon the Trust the Initial Corpus and thereby establishes the Trust under the name of '**Quess Corp Limited Employees Welfare Trust**' for the benefit of the Beneficiaries and for the purposes and objects set out in this Trust Deed. The Trust shall be irrevocable in nature.

2.2. For effectuating the said desire and in consideration of this Trust Deed, the Settlor hereby declares that it has prior to the execution of these presents, handed over to the Trustees the Trust Property, including the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity.

2.3. The Trustees shall henceforth hold and stand possessed of the Trust Property upon Trust and subject to the power, provisions, agreements and declarations hereinafter declared concerning the same.

## 3. Name and Principal Office of the Trust

3.1. The Trust hereby established shall be called "**Quess Corp Limited Employees Welfare Trust**".

3.2. The principal office of the Trust shall be in Quess Tower, Sky Walk Avenue, 32/4, Hosur Road, Roopena Agrahara, Bommanahalli, Bangalore, Karnataka, India, 560068, or at such other place in India as the Trustees may from time to time decide.

## 4. Irrevocable Trust

The Trust shall be irrevocable for all time, and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in the Trust Property, subject to the provisions of this Trust Deed.

## 5. Objects of the Trust

5.1. The objects of the Trust shall include *inter alia*:

a) administering, managing, funding and implementing the Scheme introduced by the Settlor from time to time and in accordance with the terms of such Scheme;



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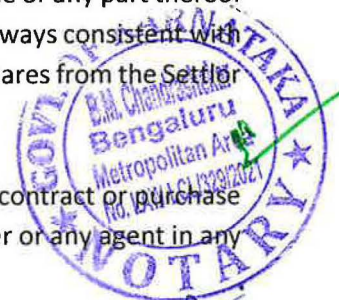
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- b) acquiring of Shares of the Settlor by subscribing or by purchasing through Secondary Acquisition, for the purposes of this Trust and benefit of the Scheme, in accordance with the Applicable Laws;
- c) transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- d) dealing in cash and other assets in accordance with the terms of the Scheme, provisions of this Trust Deed and Applicable Laws;
- e) to open, operate and maintain one or more bank accounts and dematerialised accounts, escrow accounts and such other accounts as may be required for the purposes of the Trust, and to deal with depositories, depository participants, banks and other intermediaries;
- f) to receive from the Company, from time to time, such sums of money by way of contribution, grant or loan, as may be required for the purposes of acquisition of shares and administration of the Trust, and to repay such loans, if any, in accordance with the terms approved by the Settlor and Applicable laws;
- g) performing such other acts, deeds, or things either independently or in conjunction with other matters or objects, as are, in the opinion of the Trustees, incidental or conducive to the welfare of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

## 6. Trust Fund and its Application

- 6.1. The Trustees shall hold, and stand possessed of the Trust Fund, including any investment made out of such fund and any accumulation, addition and accretion thereof, including dividend on Shares held.
- 6.2. If any person shall lend, pay, transfer to the Trustees any sum of money or contribution with the intent that the same shall be held upon the Trust declared by these presents and such sum of money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust Fund.
- 6.3. The Trustees shall hold, pay, apply and deal with the Trust Fund in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of the Scheme.
- 6.4. The Trustees shall permit the Trust Fund to remain in cash or deposit the same or any part thereof with any commercial scheduled bank in India or invest in one or more of the ways consistent with the Indian Trusts Act, 1882, or may acquire therefrom or from borrowings, Shares from the Settlor and other sources as permitted under the Scheme and Applicable Laws.
- 6.5. The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.



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6.6. Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees may deem fit subject to the instruction of the Settlor.

## 7. Trust Property

7.1. The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains and dividend arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

7.2. The Trustees shall hold the Trust Property for the exclusive purpose of the Scheme. To the extent, any such property in excess of the requirements of the Scheme may be applied for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share and in such manner and in all respects as instructed by the Settlor.

## 8. Beneficiaries

8.1. Beneficiaries under this Trust shall mean such persons as defined in this Trust Deed. Subject to the provisions of the Scheme, in the event of any Option Grantee ceasing to be an Employee, he shall *ipso facto* cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him (or to his legal heir/ nominees in case of his death while in employment) as per specific terms and conditions of the Scheme. Subject to the terms of the Scheme and the advice of the Committee, the Trustees shall be entitled from time to time to add to the list of Beneficiaries of this Trust, the name of any person who is an Employee under the Scheme.

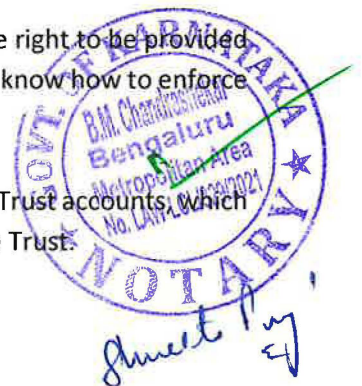
### a) Rights of Beneficiaries:

- i. Right to information: Beneficiaries, on demand, shall have the right to be provided enough information about the Trust and its administration to know how to enforce their rights.
- ii. Right to accounting: Beneficiaries, on demand, are entitled to Trust accounts, which is a report of all income, expenses, and distributions from the Trust.



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- b) **Obligation of Beneficiaries:** Each Beneficiary in his or her own interest may have a general understanding of the working of the Trust mechanism and the terms of the Scheme.

## 9. Details of the Share Based Employee Benefit Scheme

9.1. The salient features of the Scheme as referred to in this Trust Deed are:

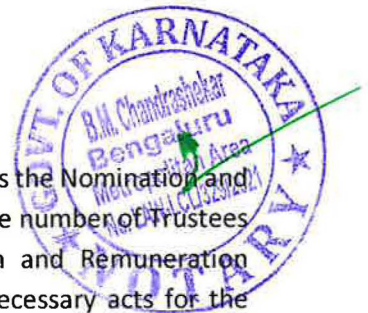
- a) The Scheme permits the Trust to acquire Shares of the Settlor, utilizing the Initial Corpus, loan provided, if any, by the Settlor, and other Trust Funds held or acquired by the Trust, from time to time, for the purpose of administering the Scheme;
- b) The Scheme provides for the grant of Options by the Settlor, from time to time, in one or more tranches, to the Beneficiaries, as may be approved by the Committee. The Beneficiaries shall get the right to exercise the Options upon vesting thereof, on payment of exercise price together with the applicable taxes and apply to the Trust for Shares of the Settlor, in terms of the Scheme;
- c) On realization of the exercise price and recovery of applicable taxes, the Trust shall transfer Shares held by it to the Beneficiary in terms of the Scheme;
- d) The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme; and
- e) The procedure prescribed by the Committee may inter alia require the Beneficiaries to authorize any person nominated by the Company, including the Trust to deal in the Shares arising out of exercise on behalf of the Beneficiaries till the realization of sales proceeds of Shares.

## 10. Embargo on the sale of Shares

In the event the Trust/ Trustee is in possession of Shares of the Settlor, it is not permitted to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor, as per the terms of the Scheme, and in due compliance with the prevailing SEBI SBEB & SE Regulations.

## 11. Trustees

11.1. There shall be a minimum of 2 (two) Trustees or such other higher number as the Nomination and Remuneration Committee of the Settlor may decide from time to time. If the number of Trustees fall below two or such higher number as decided by the Nomination and Remuneration Committee, the Nomination and Remuneration Committee shall do all necessary acts for the purposes of filling vacancy.



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- 11.2. The continuance of a Trustee in such capacity shall be at the discretion of the Committee and his appointment as a Trustee shall forthwith be cancelled and his office vacated on receipt of written intimation or such other means of communication such as email, postal mail, or others etc., from the authorized person of the Committee to this effect, to the concerned Trustee and other continuing Trustees, if any.
- 11.3. If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Committee shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees shall not be less than 2 (two) and pending the filling-in of any vacancy, the continuing Trustees shall have power to act.
- 11.4. Upon any appointment or re-appointment of a new or additional Trustee, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of this Trust Deed.
- 11.5. If the Trustees hereby appointed or any of them or any future Trustees shall die or be out of India for more than 1 (one) year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustees for the time being with the approval of the Committee, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.
- 11.6. Without prejudice to relevant provisions of Applicable Law and subject to cognizance of Committee, a Trustee shall stand discharged from his office on tendering resignation in writing or on the happening of any of the disqualifying events mentioned in the sub-clause above.
- 11.7. If the Settlor or any company/ entity into which the Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise, then and in such event, the Trustees of the Trust shall step into the place of the Settlor and such Trustees shall jointly exercise or fulfil as the case may be the rights and obligations cast upon the Settlor in this Trust Deed.

## 12. Formation of Rules and Regulations by Trustees

- 12.1. It shall be lawful for the Trustees from time to time to frame such rules and regulations, in compliance with the Scheme, object of the Trust and Applicable Laws, for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be



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inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the Scheme nor this Trust Deed and the said power shall rest with the Settlor.

### 13. Meetings of Trustees

#### 13.1. Quorum in case of more than 1 (one) Trustee

Trustees shall form and regulate their own procedure relating to meetings of the Board of Trustees. The quorum of any meeting of the Board of Trustees shall be 2 (two) or more Trustees present, either in-person or through video conferencing or other audio-visual means, which are capable of recording and recognizing the participation of the Trustees and of recording and storing the proceedings of such meetings along with date and time.

In case the requisite quorum is not present within 30 (thirty) minutes of the scheduled time, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.

13.2. The Board of Trustees may call such a number of meetings as it thinks fit in a financial year.

13.3. A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under the trust vested in the Trustees or otherwise exercisable by them.

13.4. In case of more than one Trustee, such Trustees may from time to time elect from among the Trustees a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Board of Trustees, the Chairman is not present within 30 (thirty) minutes of the time appointed for holding the same, the Trustees present may choose one of their members to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.

13.5. The participation of Trustees in a meeting of the Trust may be either in person or through video conferencing or audio-visual means or any other mode, as may be prescribed by the Trustees.

13.6. A resolution passed by circulation in writing, signed, whether manually or by secure electronic mode, by a majority of the Trustees of the Board of the Trust, for time being entitled to receive notice of a meeting of the Trust, shall be valid and effective as if it had been passed at a meeting of the Trust, duly convened and held.



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**14. Decisions in a meeting and Committees of Trustees**

- 14.1. Trustees having difference of opinion arising among them in all matters wherein the Trustees shall have a discretionary power, the votes of the majority of the Trustees, for the time being in the matter shall prevail and shall be binding on all the Trustees including the Trustees who may not have voted provided however that if as a result of one Trustee not having voted, or the Trustees shall be equally divided in opinion the matters shall be decided according to the casting vote of the Chairman of the Board of Trustees or the Chairman of the meeting as the case may be.
- 14.2. The Trustees shall meet together as may be necessary for the purpose of this Trust and all decisions relating thereto taken by a majority of the Trustees present at any meeting of the Trustees of which due notice has been given to all the Trustees shall be as effective for all purposes as if such decisions had been the unanimous, decision of all the Trustees.
- 14.3. A written minute of decision of Trustees taken in a meeting held in any recognized manner shall if signed by the Chairman of the Board of Trustees or Chairman of the meeting be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees.
- 14.4. The Trustees may appoint such committee or committees of the Trustees along with another or others for such purpose or purposes and with such powers and authorities always within the powers and authorities of the Trustees themselves and upon such terms and conditions including in particular the removal of members of any such committee or committees and the appointment of other members in their place as the Trustees shall from time to time decide.

**15. Trustees to carry out directions**

Notwithstanding anything contained to the contrary elsewhere in this Trust Deed, the Trustees shall comply with and carry out all such directions and recommendations as may be given by the Settlor (or any person or persons appointed by the Settlor, including its Board and the Committee) from time to time in relation to any matter with respect to which the Settlor has power under this Trust Deed, under the Scheme, or under Applicable Laws to direct, determine or decide. For removal of doubts, it is clarified that the Board or Committee are empowered and entitled without any further formalities or approvals to give directions and recommendations on behalf of the Settlor under this Clause.

**16. Duties of the Trustees**

- 16.1. Notwithstanding anything contained elsewhere in this Trust Deed, the Trust and the Trustees shall always act in accordance with:
- a) the objects of the Trust;



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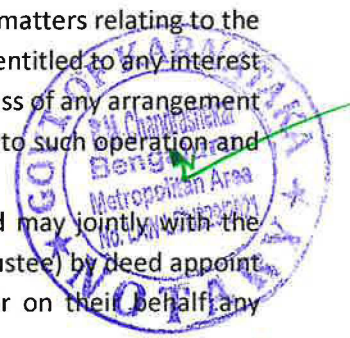
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- b) the guidelines of the Committee and code of conduct on Insider Trading and other regulatory aspects, existing or framed in future;
  - c) provisions of the Applicable Laws; and
  - d) the terms & conditions of the Scheme.
- 16.2. The Trustees shall act in the interest of the Beneficiaries and shall not act in any manner or include any provision in this Trust Deed that would be detrimental to the interests of the Beneficiaries.
- 16.3. The Trustees shall facilitate the Beneficiaries to fund the Exercise, as permitted under the Applicable Laws.
- 16.4. The Trustee shall ensure that the Trust shall not become a mechanism for trading in shares and hence shall not sell the Shares in the secondary market except under the following circumstances:
- a. Cashless exercise of options, including taxes and related expenses under the Schemes, if provided;
  - b. Participation in buy-back or open offers or delisting offers or any other exit offered by the Settlor generally to its shareholders, if required;
  - c. For repaying the loan, if the un-appropriated inventory of shares held by the Trust is not appropriated within the prescribed timelines;
  - d. Winding up of Schemes;
  - e. Based on approval granted by the SEBI for the reasons recorded in writing in respect of the Schemes;
  - f. Such other circumstances as prescribed under the SEBI Regulations;
  - g. Maintaining proper books of accounts of the Trust and maintaining records and documents for each Scheme administered by the Trust, so as to explain its transactions and to disclose at any point of time the financial position of each Scheme and, in particular, give a true and fair view of the state of affairs of each Scheme, as required under Applicable Laws.

**17. Powers of Trustees**

- 17.1. Subject to the duties mentioned above, the Trustees shall have the following powers and discretions:
- (a) full power and discretion to agree with the Committee/ Settlor on all matters relating to the operation and administration of the Trust, and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
  - (b) the Trustees in whose name the Shares are, at any time, registered may jointly with the authority of a resolution of the Trustees (in case of more than one Trustee) by deed appoint an attorney or attorneys for the purpose of executing for them or on their behalf any



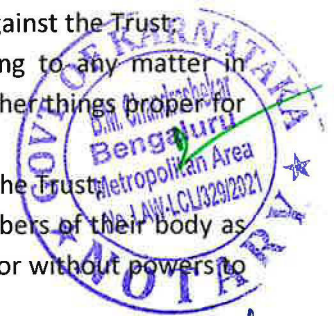
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transfers of any such Shares for the purposes of the Scheme and may with such authority revoke such appointments and make new appointments;

- (c) by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on Trust's behalf;
- (d) to appoint, suspend, or dismiss the salaried employees/consultants of the Trust;
- (e) to provide for benefits for the salaried employees/consultants of the Trust, if deemed necessary;
- (f) to hear and deal with complaints pertaining to the affairs of the Trust;
- (g) to hold the Trust Fund and administer the Trust Property and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check the accounts and other records of the Trust;
- (h) to borrow or obtain loans from the Settlor or any other person without liability/limitation to the Settlor, scheduled commercial banks or financial institutions for the purposes of the Scheme;
- (i) from time to time appoint with or without remuneration (as may be determined) managers, secretaries, clerks and other employees (including the employees of the Settlor) as may be deemed expedient for carrying out the objects and purposes of the Trust;
- (j) to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust;
- (k) at any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustees may from time-to-time think fit;
- (l) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds, and things in the name and or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects of the Trust;
- (m) to authorise any person or persons, whether Trustees or not, to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested;
- (n) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;
- (o) to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;
- (p) to make payments from the Trust Fund for carrying out the objects of the Trust;
- (q) to appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members; and



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(r) to do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws.

17.2. The Trustees shall be entitled from time to time to open, operate and maintain one or more accounts with any scheduled commercial bank and to pay money into, hold and draw money from any such account from time to time as deemed fit and to appoint a person or persons to operate all such accounts.

17.3. The Trustees shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and subscribe, hold and deal in the Shares of the Settlor in the de-mat form in the name of the Trust or in the name of the Trustees or such two or more of them at such Depository or Depositories as the Trustees from time to time decide.

**18. Power of the Settlor**

The Settlor/ Committee may, subject to the provisions of the Applicable Laws and prior approval of its shareholders at any time, make, suspend, extend, or alter the terms of its Scheme in any respect as it thinks fit provided that such alteration or variation shall not be prejudicial to the interests of the Beneficiaries. Any change or modification in the Scheme shall be intimated to the Trustees.

**19. Restrictions on voting**

The Trustees shall not vote in respect of Shares held by the Trust to avoid any misuse arising out of exercising such voting rights.

**20. Reimbursement**

It shall be lawful for the Trustees for the time being in this Trust Deed to reimburse itself or themselves or pay and discharge out of the Trust Properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of the Trust or powers under this Trust Deed.

**21. Liability of Trustees**

The Trustees shall be respectively chargeable only for such properties, monies, Shares, funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of each other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust Properties, monies, Shares, funds or securities may be deposited or kept nor for the insufficient or deficiency of any



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securities nor for any other loss unless the same shall happen through its/ their own willful default.

**22. Records, accounts, and audit**

22.1. The Trustees shall make arrangements to prepare and keep all necessary accounts, including the accounts of individual employees' records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.

22.2. The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records, and documents, for each Scheme (if more than one Scheme is subjected to this Trust) so as to explain its transactions and to disclose at any point of time the financial position of each such Scheme and in particular give a true and fair view of the state of affairs of each such Scheme.

22.3. The Trustees shall submit the Trust accounts to audit by a practicing chartered accountant or firm of chartered accountants being entitled to audit under the Applicable Laws and, as soon as conveniently may be after each such audit, deliver copies of the audited accounts to the Settlor.

**23. Professional advice**

The Trustees may act on the advice or opinion of any lawyer, broker, actuary, accountant or other professional or businessperson whether such advice was obtained by the Trustees or by the Settlor and shall not be responsible for any loss occasioned by their so acting.

**24. Professional charges of Trustees**

Any Trustee being a solicitor, accountant or other person engaged in any profession or business shall be entitled to be paid all usual professional or proper charges for business transacted, time expended, and acts done by him or any partner of his in connection with the trusts of this Trust Deed including acts which a Trustee not being in any profession or business could have done personally.

**25. Removal of Trustees**

25.1. The Committee may at any time, without any other formality -  
(a) remove any person from the office of Trustee;  
(b) accept the resignation of a Trustee from such position; and  
(c) appoint new or additional Trustee.

25.2. A Trustee appointed for a specific period shall automatically vacate office at the end of such period.



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**26. Power to amend the Trust Deed**

26.1. Notwithstanding anything contained anywhere else in this Trust Deed but subject to the Applicable Laws, the Settlor shall have the power to amend, alter, vary, modify, or add to the provisions of this Trust Deed, provided however, that no such amendment, alteration, variation, modification or addition shall be valid insofar as it is detrimental to the interest of the Beneficiaries.

**Provided further that** the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the Scheme.

**27. Governing Law and Jurisdiction**

This Trust Deed shall be governed by and construed in accordance with the Applicable Laws within jurisdiction of India. Subject to provisions of this Trust Deed, the courts in Bengaluru, Karnataka shall have exclusive jurisdiction to settle any disputes, differences, controversies, and questions relating to the validity, interpretation, construction, performance and enforcement of this Trust Deed.

**28. Notices**

All notices or communications required to be given by a party to the other party by virtue of this Trust Deed shall be in writing at its / his/ her / their respective addresses as informed and kept in relevant records of the parties from time to time.

**29. Period of Trust and Dissolution**

29.1. The Trust will be valid until the expiry of the Trust Period. The Trust shall be dissolved on fulfilment of its objects, or if the fulfilment of its objects becomes impossible by destruction of Trust Property.

29.2. On dissolution, the Trust Property, after satisfaction of all outstanding liabilities, if any, shall be utilized either for any welfare activities pertaining to Beneficiaries or can be transferred to any other employee welfare trust set-up by the Settlor.

**30. Miscellaneous**

30.1. Words and expressions defined under Applicable Laws shall prevail over words and expressions defined under the Trust Deed, in case of any conflict.



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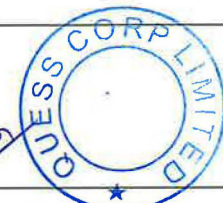





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30.2. Words, expressions, clauses, sections, regulations not incorporated in this Trust Deed but forming an integral part of the Scheme, and Applicable Laws, including any statutory modification or re-enactment thereto, shall be deemed to be included in this Trust Deed and form an integral part of it.

**IN WITNESS WHEREOF, THE SETTLOR, THE TRUSTEE HAVE SUBSCRIBED THEIR RESPECTIVE HANDS HEREUNTO, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREINABOVE.**


Signed and delivered by the authorized representative Mr. Kundan K Lal, Company Secretary and Compliance Officer, for and on behalf of the Qness Corp Limited, in the presence of the following witnesses.	For <b>SETTLOR</b>  
Signed and delivered by the Trustees, in the presence of the following witnesses: 1. Mr. Akash Gupta, Associate Vice President - Head Business Finance and Corporate Operations; 2. Mr. Masetty Lakshmi Shyam Sunder, Assistant Vice President - Total Rewards; and 3. Ms. Shweta Priy, Assistant General Manager – Secretarial and Legal	For <b>TRUSTEES</b> 1.  2.  3. 

**WITNESSES 1 & 2:**

<p><b>Witness 1</b></p> <p>Signature: </p> <p>Name: MAN BAHADUR CHETTRI</p> <p>Address: Qness Tower, Sky walk avenue 37/4 Hosur Road Bommarahalli Bangalore - 560068</p>	<p><b>Witness 2</b></p> <p>Signature: </p> <p>Name: Vandana Patil</p> <p>Address: Qness Tower, Sky walk Avenue, 37/4, Hosur Rd., Bommarahalli, Bangalore - 68</p>
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-----End of Trust Deed-----



**DOCUMENT ATTESTED**  
  
**B.M. CHANDRASHEKAR**  
Advocate & Notary Public  
#47, B.D.A. Complex, Koramangala  
BANGALORE - 560 034  
Mob. : 9448