Ref: TISL/PSX-231026

October 23, 2026

The General Manager
Pakistan Stock Exchange Limited
Stock Exchange Building
Stock Exchange Road
Karachi.

Subject: Notice of Extra Ordinary General Meeting (EOGM)

Dear Sir,

This is to announce that the Company intends to hold its Extraordinary General Meeting to be held on Monday, November 16, 2026, at 11:00 a.m. at the Royal Palm Golf and Country Club, 52 Canal Road, Lahore and via video-link facility.

The Share Transfer Books of the Company will remain closed from November 06, 2026, to November 16, 2026 (both days inclusive).

Please note that transfer received at M/s. CDC Share Registrar Services Limited, 99-B, Block B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi at the close of business on November 05, 2026, will be treated in time for the purpose of above entitlement to the transferees.

The said notice will be published in Newspapers i.e. 'The Nation' (English) & 'Nawa-e-Waqt' (Urdu).

You may please inform the TRE Certificate Holders of the Exchange accordingly.

For and on Behalf of
Tasdeeq Information Services Limited

TASDEEQ INFORMATION SERVICES LIMITED

Fraz Tariq
Company Secretary

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an Extraordinary General Meeting (EOGM) of Tasdeeq Information Services Limited (**"**the Company**"**) will be held on Monday, November 16, 2026, at 11:00 AM at Royal Palm Golf and Country Club 52 Canal Road, Lahore, as well as through video conferencing facility to transact the following businesses:

ORDINARY BUSINESS:

1. To confirm the minutes of the Annual General Meeting (AGM) of the Company held on April 28, 2026.

2. To elect Seven (07) directors of the Company, as fixed by the Board of Directors, in accordance with the provisions of Section 159(1) of the Companies Act, 2017 (the "Act"), for a term of three (03) years commencing from November 17, 2026. Names of retiring directors are as follows:

i.	Mr. Masood Akbar	ii.	Mr. Abid Sattar
iii.	Mr. Sheikh Muhammad Iqbal	iv.	Mr. Monis Ur Rahmaan
v.	Mr. Usman Haider	vi.	Mr. Syed Mohsin Ahmed
vii.	Mr. Khurram Zafar	viii.	Ms. Saniya Ali

SPECIAL BUSINESS:

3. Approval of Employees Stock Option Plan (ESOP)

To consider and, if thought fit, pass the following resolution as a Special Resolution, with or without modification:

RESOLVED THAT pursuant to section 83A of the Companies Act, 2017 read along with regulation 5 and regulation 7 of the Companies (Further Issue of Capital) Regulations, 2020 and Articles of Association of the Company, approval of the members be and is hereby accorded to the Board of Directors of the Company to establish, offer, issue, and allot shares under the Tasdeeq Information Services Limited Employees Stock Option Plan, by creating an Entitlement Pool of ten percent (10%) of the existing paid-up capital of the Company, comprising 95,000,000 (Ninety-Five Million) ordinary shares without offering the same by way of right issue to the existing members of the Company.

RESOLVED FURTHER THAT pursuant to Section 83A of the Companies Act, 2017 and Regulation 7 of the Companies (Further Issue of Shares) Regulations, 2020, the Board of Directors be and is hereby authorized to implement the ESOP through a duly constituted compensation committee, to determine the terms and conditions of grant, vesting periods, exercise conditions, exercise price and related matters, and to do all acts, deeds, matters, and things necessary, expedient, or incidental to bring into effect and operate the ESOP.

RESOLVED FURHTER THAT pursuant to Regulation 5(1)(ii)(a) of the Companies (Further Issue of Shares) Regulations, 2020, approval of the members of the Company by way of Special Resolution is required to issue shares without right offer. Therefore, approval of the members be and is hereby accorded to issue shares without right offer up to 10% of the existing paid-up capital (95,000,000 ordinary shares).

RESOLVED FURTHER THAT, pursuant to Regulation 7(1)(v)(a) of the Companies (Further Issue of Shares) Regulations, 2020, approval of the members of the Company by way of a separate Special Resolution is required for grant of options to employees of a subsidiary or holding company. The Company currently does not have a subsidiary or a holding company. However, approval of the members be and is hereby accorded for grant of options to employees of any future subsidiary and/or future holding company.

RESOLVED THAT, pursuant to Regulation 7(1)(v)(b) of the Companies (Further Issue of Shares) Regulations, 2020, a separate Special Resolution is required for the grant of option to identified employees, during any

one year, equal to or exceeding one percent (1%) of the issued capital (excluding outstanding conversions) of the company at the time of grant of options. Therefore, approval of the members be and is hereby accorded for the grant of options to identified employees, during any one year, up to two and a half percent (2.5%) of the issued capital (excluding outstanding conversions) of the company at the time of grant of option.

4. Increase in Authorized Share Capital and Alteration of Memorandum of Association

To consider and, if thought fit, pass the following resolution as a Special Resolution, with or without modification:

RESOLVED THAT the authorized capital of the Company be and is hereby increased from Rs.1,000,000,000/- (Rupees One Billion) to Rs.1,250,000,000 (Rupees One Billion Two Hundred Fifty Million) and the words and figures of capital as appearing in the Memorandum of Association "Rs. 1,000,000,000/- (Rupees One Billion Only) divided into 1,000,000,000 ordinary shares of Rs. 1/- (Rupee One Only)" be and are hereby changed to "Rs. 1,250,000,000/- (Rupees Billion Two Hundred Fifty Million Only) divided into 1,250,000,000 ordinary shares of Rs.1/- (Rupee One Only).

RESOLVED FURTHER THAT Clause V of the Memorandum of Association of the Company be and is hereby substituted and amended to read as follows:
"The Authorized Share Capital of the Company is Rs. 1,250,000,000/- (Rupees One Billion Two Hundred Fifty Million Only) divided into 1,250,000,000 (One Billion Two Hundred Fifty Million) Ordinary Shares of Rs. 1/- (Rupee One) each, with powers to increase, reduce, consolidate, sub-divide or reorganize the share capital in accordance with the provisions of the Companies Act, 2017."

RESOLVED FURTHER THAT the Chief Executive Officer, Director and the Company Secretary be and are hereby jointly and/or severally authorized to do all acts, deeds and things necessary for the increase of authorized capital of the Company.

5. Circulation of the Annual Balance Sheet, Profit and Loss Account, Auditor's Report and Directors report, etc. ("annual audited financial statements") via QR Enabled Code and Weblink

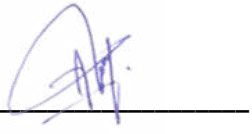
To consider and, if thought fit, pass the following resolution as an Ordinary Resolution, with or without modification:

RESOLVED THAT pursuant to S.R.O. 389 (I)/2023 dated March 21, 2023 and the applicable provisions of the Companies Act, 2017, approval of the members of the Company be and is hereby accorded for the circulation of the annual balance sheet, profit and loss account, auditor's report and directors report, etc. ("annual audited financial statements") to the members of the Company through QR enabled code and weblink.

6. Any other business.

To transact any other business with the permission of the Chair.

BY ORDER OF THE BOARD





Fraz Tariq **October 23, 2026**

Company Secretary **Lahore**

NOTES:

1. The share transfer books of the Company shall remain closed from Friday, November 06, 2026, to Monday, November 16, 2026 (both days inclusive). Physical transfers/CDS Transaction IDs received at the Company's Share Registrar, M/s. CDC Share Registrar Services Limited, 99-B, Block B, S.M.C.H.S. Main Shahra-e-Faisal, Karachi, at the close of business on November 05, 2026, will be considered in time to determine entitlement of the transferees to attend and vote at the EOGM.

2. **ELECTION OF DIRECTORS**

   a. Any member who seeks to contest an election to the office of directors shall, whether he is retiring director or otherwise, file the following documents with the Company at its Registered Office, Building 8, Sector B Commercial Area, Phase V, DHA, Lahore, Pakistan, not later than 14 days before the date of meeting at which elections are to be held.
      i. A detailed profile along with mailing address, for placement on the Company's website, along with details of other directorship(s) and office(s) held.
      ii. Attested copy of valid CNIC/Passport and NTN.
      iii. His/her Folio No. CDC Account No./CDC Sub-Account No.
      iv. Notice of his/her intention to offer himself/herself for election of directors in terms of provisions of Section 159(3) of the Act together with duly completed and signed Annexure to Form-9 of the Companies Regulations, 2024 giving his/her consent to act as director under section 167 of the Act.

   b. A candidate must be a member of the Company at the time of filing his/her notice of intention for contesting election of directors except a person representing a member, which is not a natural person.

   c. The selection of independent directors shall be as per the requirements of Section 166 of the Companies Act, 2017, the Credit Bureau Act, 2015, the Credit Bureau Regulations, 2016, the Credit Bureaus Rules, 2016 and all other applicable Law, rules or regulations, codes etc. Any member intending to contest as an independent director shall submit a declaration and an undertaking on a non-judicial stamp paper that he / she qualifies the criteria of eligibility and independence notified under the Companies Act, 2017 and the regulations notified thereunder.

   d. A declaration confirming that:
      i. He/she is not serving as a director in more than seven listed companies simultaneously under Section 155 read with the Listed Companies Code of Corporate Governance Regulations, 2019.
      ii. He/she is not ineligible to become the director of a listed company under Section 153 & 177 of the Act or any other provisions of the Act, applicable Law, rules or regulations.
      iii. He/she is aware of the duties and powers of directors under the Companies Act, 2017 the Securities Act, 2015, Memorandum and Articles of Association of the Company, the Listing Regulations of the Pakistan Stock Exchange Limited, Listed Companies Code of Corporate Governance) Regulations, 2019, the Credit Bureau Act, 2015, the Credit Bureau Regulations, 2016, the Credit Bureaus Rules, 2016 and all other applicable Law, rules or regulations, codes etc.

   e. The final list of contesting Directors will be circulated not later than Seven (07) days before the date of the meeting, in terms of section 159(4) of the Act. Further, the website of the Company will also be updated with required information.

   f. A candidate must meet the Fit and Proper Criteria defined under Annexure-I of the Credit Bureau Regulations, 2016. Annexure-II to Annexure-IV of the Credit Bureau Regulation, 2016 contains the

documents to be filed, through the Company, with the State Bank of Pakistan (SBP), along with supporting documents that may be required by the SBP.

3. APPOINTMENT OF PROXY

a. A shareholder entitled to attend, speak and vote at the General Meeting is entitled to appoint anyone as his/her proxy to attend, speak and vote on his/her behalf.
b. A shareholder shall not be entitled to appoint more than one proxy.
c. Proxies, in order to be effective, must be received at the Company's Registered Office Building 8, Sector B Commercial Area, Phase V, DHA, Lahore, not later than 48 hours before the time for holding the meeting and should be duly stamped, signed and witnessed, along with attested copy of CNIC of the shareholder and the proxy.
d. Form of Proxy is enclosed with this Notice (both in English and Urdu) and also available on the company's website www.tasdeeq.com.

4. ATTENDING THE MEETING

a. Shareholders whose shares are deposited with Central Depository System (CDS) are requested to bring their Original Computerized National Identity Cards (CNIC)/Passports along with their Account Numbers in CDS for attending the meeting.
b. In case of corporate entity, the Board of Directors resolution/Power of attorney with specimen signature of the nominee shall be produced at the time of meeting.
c. The shareholder and proxy shall produce his/her original CNIC or original passport at the time of the meeting.
d. The shareholders and their proxies can attend the General Meeting via video link. However, they are requested to register themselves by providing the following information along with copy of valid Computerized National Identity Card (both sides) / passport, attested copy of Board Resolution/power of attorney (in case of corporate shareholders) through email at investor.relations@tasdeeq.com by giving particulars as per below table latest by 11:00 AM on 12 November 2026.

Name of Shareholder/ Proxyholder	Folio No. / CDC Account No.	Cell No. / WhatsApp No.	CNIC No.	Email ID

e. Shareholders who have registered for online participation will, upon completion of the necessary verification, receive a video link at the same email address used to submit their registration request to the Company. The login facility will be provided before the start of the meeting and will remain open from 11:00 AM till the end of the meeting.

5. VOTING THROUGH E-VOTING AND POSTAL BALLOT PAPER ON SPECIAL BUSINESS(S)

The Members are hereby notified that pursuant to Companies (Postal Ballot) Regulations, 2018 (the "Regulations"), and notified amendments, the SECP has directed all the listed companies to provide the right to vote through electronic voting facility and voting by post to the members on all businesses classified as special business. Accordingly, the shareholders of the Company will be allowed to exercise their right to vote through electronic voting facility or voting by post for the special business in the EOGM to be held on Monday, November 16, 2026, at 11:00 a.m.

For convenience of the members, Ballot Paper is annexed to this notice and the same is also available on the Company's website www.tasdeeq.com to download.

i. **Procedure for e-Voting**

a) Details of the e-voting facility will be shared through an e-mail with those members of the Company who have their valid CNIC numbers, cell numbers, and e-mail addresses available in the register of members of the Company by the close of business on November 05, 2026.

b) The web address, and login details, will be communicated to members via email. The security codes will be communicated to members through SMS from the web portal of CDC Share Registrar Services Limited (being the e-voting service provider).

c) Identity of the Members intending to cast vote through e Voting shall be authenticated through electronic signature or authentication for login.

d) Members shall cast vote online at any time from November 12, 2026. Voting shall close on November 15, 2026, at 5:00 p.m. Once the vote on the resolution is cast by a Member, he/she shall not be allowed to change it subsequently.

ii. **Procedure for voting through postal ballot paper**

The members shall ensure that duly filled and signed ballot paper along with copy of Computerized National Identity Card (CNIC) should reach the Chairman of the meeting through post on the Company's address at Building 8, Sector B Commercial Area, Phase V, DHA, Lahore, or email investor.relations@tasdeeq.com one day before the day of poll, during working hours i.e., till 5:00 pm. November 15, 2026. The signature on the ballot paper shall match with the signature on CNIC.

6. VOTING THROUGH E-VOTING AND POSTAL BALLOT PAPER ON ELCTION OF DIRECTORS

In the same manner, pursuant to requirements of the Companies (Postal Ballot) Regulations, 2018 and notified amendments, the members will also be allowed to exercise the right to vote through electronic voting facility and postal ballot for the election of directors, if required and the number of persons who offer themselves to be elected is more than the number of directors fixed under Section 159 of the Act, voting shall be conducted in the manner and as per the procedures contained in the Regulations. The Company will publish the Ballot Paper and information laid down in the relevant sub-regulation in one English and one Urdu newspapers (in which EOGM notice is being published) providing the detailed information as laid down in Annexure-I to the said regulations and also upload the Ballot Paper on its website not later than Seven (7) days before the holding of EOGM.

7. APPOINTMENT OF SCRUTINIZER AND E-VOTING SERVICE PROVIDER

M/S BDO Ebrahim & Co., Chartered Accountants is appointed as **"Scrutinizer"** in accordance with the regulation 11 of the Companies (Postal Ballot) Regulation, 2018, for the purpose of voting in the meeting. The firm is also the Statutory Auditors of the Company and meets the satisfactory QCR Rating from ICAP. The Scrutinizer has the necessary knowledge and experience to independently scrutinize the voting process. Furthermore, M/s. CDC Share Registrar Services Limited have been appointed as a "E-voting service provider" as per requirement of the aforesaid Regulations.

8. PARTICIAPTION IN THE EOGM THROUGH VIDEO LINK FACILITY

According to Section 134 of the Act, if the Company receives consent from shareholders holding in aggregate 10% or more shareholding residing at a geographical location, to participate in the meeting through video conference at least 7 days before the date of the meeting, the Company will arrange video conference facility in that city subject to availability of such facility in that city.

9. CIRCULATION OF NOTICE THROUGH EMAIL

Pursuant to S.R.O 452(I)/2025, Notice of the EOGM shall be circulated to members at their registered email addresses provided to the Company, in accordance with applicable laws.

8. The notice of general meeting has been placed on Company's website: www.tasdeeq.com and is also being sent via email to those shareholders who have provided their email addresses. Shareholders who have not provided their email address shall be dispatched a hard copy.

9. Shareholders are requested to notify immediately the change in their mailing address, if any, to the Company's Share Registrar. CDC beneficial owners maintaining their shares in electronic form should have their mailing addresses updated with their participants or CDC Investor Account Services.

10. For any query / information, the shareholders may contact the Company Secretary at the Registered Office or at Email ID: Investor.relations@tasdeeq.com or you may contact our Share Registrar, M/s. CDC Share Registrar Services Limited, 99-B, Block B, S.M.C.H.S. Main Shahra-e-Faisal, Karachi, Email ID: info@cdcsrsl.com, Toll Free No. Ph. No.0800-23275.

11. PROHIBITION OF DISTRIBUTION OF GIFTS

The Securities and Exchange Commission of Pakistan (the "SECP"), vide S.R.O.452(1)/2025 has strictly prohibited companies from providing gifts or incentives, in lieu of gifts tokens/coupons /lunches/takeaway/packages) in any form or manner, to shareholders at or in connection with general meetings.

STATEMENTS OF MATERIAL FACTS

The statements set out the material facts concerning the businesses to be transacted at the Extraordinary General Meeting of Tasdeeq Information Services Limited (the Company) to be held on November 16, 2026.

STATEMENT UNDER SECTION 166(3) OF THE ACT:

Agenda Item 2 | Election of Directors

This Statement sets out the material facts concerning election of directors of the Company.

Section 166(3) of the Companies Act, 2017 (the Act) requires that a statement of material facts is required to be annexed to the notice of the general meeting called for the purpose of election of directors which shall indicate the justification for choosing independent directors. The independent directors shall be elected through the process of election of directors in terms of section 159 of the Companies Act, 2017. In compliance with Section 159(4) of the Act, the final list of contesting directors will be published in Newspapers no later than seven days prior to the meeting date. The company's website will concurrently be updated with the requisite information for each director.

Accordingly, it will be ensured that the independent directors to be elected must meet the criteria of independence laid down under section 166 of the Act and the Companies (Manner and Selection of Independent Directors) Regulation, 2018 and his / her name is included in the data bank of independent directors maintained by the Pakistan Institute of Corporate Governance (PICG) duly authorized by the Securities and Exchange Commission of Pakistan. Further, their selection will be made due to their respective competencies, skill, knowledge and experience.

None of the Directors have direct or indirect interest in the above said business other than as shareholders of the Company and that they are eligible to contest the election for directorship.

STATEMENT UNDER SECTION 134(3) OF THE ACT:

Special Business

Agenda Item 3 | Approval of Employees Stock Option Plan (ESOP):

To attract, retain, and motivate key personnel and executives, the Board of Directors has recommended the implementation of an Employees Stock Option Plan ("ESOP") pursuant to Section 83A of the Companies Act, 2017 and Chapter VI of the Companies (Further Issue of Shares) Regulations, 2020. The ESOP will be administered by the compensation committee duly authorized by the Board of Directors in accordance with applicable rules. Under the proposed ESOP, options representing up to 2.5% of the Company's existing paid-up share capital may be granted in the first year. The remaining 7.5% options within the approved Entitlement Pool are planned to be granted in subsequent years. The minimum vesting period of each option shall be four (4) years with one (1) year cliff.

None of the Directors have direct or indirect interest in the above said business other than as shareholders of the Company.

Agenda Item 4 | Increase in Authorized Share Capital and Alteration of Memorandum of Association:

The Company's existing authorized share capital is PKR 1,000,000,000, against paid-up share capital of PKR 950,000,000. The proposed Employee Stock Option Plan (ESOP) provides for an Entitlement Pool of 95,000,000 ordinary shares, representing ten percent (10%) of the existing paid-up share capital. The increase in the

authorized share capital and a corresponding alteration to the capital clause of the Memorandum of Association are proposed for members' approval.

None of the Directors have direct or indirect interest in the above said business other than as shareholders of the Company.

Agenda Item 5 | Circulation of the Annual Balance Sheet, Profit and Loss Account, Auditor's Report and Directors' Report, etc. ("Annual Audited Financial Statements") via QR Enabled Code and Weblink

In line with modern technological advancements, corporate efficiency, and statutory allowances under the Companies Act, 2017, companies are permitted to circulate their annual audited financial statements to members via a QR-enabled code and weblink, subject to member approval in a general meeting.

The Board of Directors has recommended transitioning to the QR enabled code and weblink facility for circulating Annual Audited Financial Statements.

To safeguard shareholder rights:

1. Annual Audited Financial Statements will continue to be emailed to shareholders who have registered their email addresses with the Company.
2. Standard request forms will be made available on the Company's website (https://www.tasdeeq.com) enabling shareholders to request physical hard copies free of cost, which will be dispatched within one week of receiving a request.

None of the Directors have direct or indirect interest in the above said business other than as shareholders of the Company.

Tasdeeq Information Services Limited

POSTAL BALLOT PAPER

for voting through post for the Special Business at the Extra Ordinary General Meeting to be held on Monday, November 16, 2026, at 11:00 a.m. at Royal Palm Golf and Country Club 52 Canal Road, Lahore.

UAN: 042-111-900-900 **Website:** www.tasdeeq.com

Folio / CDS Account Number	
Name of Shareholder / Proxy Holder	
Registered Address	
Number of shares Held	
CNIC/Passport No. (in case of foreigner) (copy to be attached)	
Additional information and enclosures (in case of representative of body corporate, corporation, and Federal Government)	
Name of Authorized Signatory	
CNIC/Passport No. (in case of foreigner) of Authorized Signatory (copy to be attached)	

SPECIAL BUSINESS

03 . Approval of Employees Stock Option Plan (ESOP)

To consider and, if thought fit, pass the following resolution as a Special Resolution, with or without modification:

RESOLVED THAT pursuant to section 83A of the Companies Act, 2017 read along with regulation 5 and regulation 7 of the Companies (Further Issue of Capital) Regulations, 2020 and Articles of Association of the Company, approval of the members be and is hereby accorded to the Board of Directors of the Company to establish, offer, issue, and allot shares under the Tasdeeq Information Services Limited Employees Stock Option Plan, by creating an Entitlement Pool of ten percent (10%) of the existing paid-up capital of the Company, comprising 95,000,000 (Ninety-Five Million) ordinary shares without offering the same by way of right issue to the existing members of the Company.

RESOLVED FURTHER THAT pursuant to Section 83A of the Companies Act, 2017 and Regulation 7 of the Companies (Further Issue of Shares) Regulations, 2020, the Board of Directors be and is hereby authorized to implement the ESOP through a duly constituted compensation committee, to determine the terms and conditions of grant, vesting periods, exercise conditions, exercise price and related matters, and to do all acts, deeds, matters, and things necessary, expedient, or incidental to bring into effect and operate the ESOP.

RESOLVED FURHTER THAT pursuant to Regulation 5(1)(ii)(a) of the Companies (Further Issue of Shares) Regulations, 2020, approval of the members of the Company by way of Special Resolution is required to issue shares without right offer. Therefore, approval of the members be and is hereby accorded to issue shares without right offer up to 10% of the existing paid-up capital (95,000,000 ordinary shares).

RESOLVED FURTHER THAT, pursuant to Regulation 7(1)(v)(a) of the Companies (Further Issue of Shares) Regulations, 2020, approval of the members of the Company by way of a separate Special Resolution is required for grant of options to employees of a subsidiary or holding company. The Company currently does not have a subsidiary or a holding company. However, approval of the members be and is hereby accorded for grant of options to employees of any future subsidiary and/or future holding company.

RESOLVED THAT, pursuant to Regulation 7(1)(v)(b) of the Companies (Further Issue of Shares) Regulations, 2020, a separate Special Resolution is required for the grant of option to identified employees, during any one year, equal to or exceeding one percent (1%) of the issued capital (excluding outstanding conversions) of the company at the time of grant of options. Therefore, approval of the members be and is hereby accorded for the grant of options to identified employees, during any one year, up to two and a half percent (2.5%) of the issued capital (excluding outstanding conversions) of the company at the time of grant of option.

04 Increase in Authorized Share Capital and Alteration of Memorandum of Association

To consider and, if thought fit, pass the following resolution as a Special Resolution, with or without modification:

RESOLVED THAT the authorized capital of the Company be and is hereby increased from Rs.1,000,000,000/- (Rupees One Billion) to Rs.1,250,000,000 (Rupees One Billion Two Hundred Fifty Million) and the words and figures of capital as appearing in the Memorandum of Association "Rs. 1,000,000,000/- (Rupees One Billion Only) divided into 1,000,000,000 ordinary shares of Rs. 1/- (Rupee One Only)" be and are hereby changed to "Rs. 1,250,000,000/- (Rupees One Billion Two Hundred Fifty Million Only) divided into 1,250,000,000 ordinary shares of Rs.1/- (Rupee One Only).

RESOLVED FURTHER THAT Clause V of the Memorandum of Association of the Company be and is hereby substituted and amended to read as follows:
"The Authorized Share Capital of the Company is Rs. 1,250,000,000/- (Rupees One Billion Two Hundred Fifty Million Only) divided into 1,250,000,000 (One Billion Two Hundred Fifty Million) Ordinary Shares of Rs. 1/- (Rupee One) each, with powers to increase, reduce, consolidate, sub-divide or reorganize the share capital in accordance with the provisions of the Companies Act, 2017."

RESOLVED FURTHER THAT the Chief Executive Officer, Director and the Company Secretary be and are hereby jointly and/or severally authorized to do all acts, deeds and things necessary for the increase of authorized capital of the Company.

05 Circulation of the Annual Balance Sheet, Profit and Loss Account, Auditor's Report and Directors report, etc. ("annual audited financial statements") via QR Enabled Code and Weblink

To consider and, if thought fit, pass the following resolution as an Ordinary Resolution, with or without modification:

RESOLVED THAT pursuant to S.R.O. 389 (I)/2023 dated March 21, 2023 and the applicable provisions of the Companies Act, 2017, approval of the members of the Company be and is hereby accorded for the circulation of the annual balance sheet, profit and loss account, auditor's report and directors report, etc. ("annual audited financial statements") to the members of the Company through QR enabled code and weblink.

INSTRUCTIONS FOR POLL
1. Please indicate your vote by ticking (√) the relevant box.
2. In case if both the boxes are marked as (√), your poll shall be treated as **"Rejected"**.
I/we hereby exercise my/our vote in respect of the above resolution through ballot by conveying my/our assent or dissent to the resolution by placing tick (√) mark in the appropriate box below;

Special Business	I/We assent to the Resolution (FOR)	I/We dissent to the Resolution (AGAINST)
Resolution For Agenda Item No. 3		
Resolution For Agenda Item No. 4		
Resolution For Agenda Item No. 5		

1. Dully filled ballot paper should be sent to the the Chairman of the meeting through post at Building 8, Sector B Commercial Area, Phase V, DHA, Lahore or email at actuary.cfa@gmail.com
2. Copy of CNIC/ Passport (in case of foreigner) should be enclosed with the postal ballot form.
3. Ballot paper should reach the Chairman within working hours by or before Sunday, November 15, 2026. Any postal ballot received after this date, will not be considered for voting.
4. Signature on ballot paper should match with signature on CNIC/ Passport (In case of foreigner).
5. Incomplete, unsigned, incorrect, defaced, torn, mutilated, over written poll paper will be rejected.
6. In case of a representative of a body corporate, corporation or Federal Government, the Ballot Paper Form must be accompanied by a copy of the CNIC of an authorized person, an attested copy of Board Resolution, / Power of Attorney, / Authorization Letter etc., in accordance with Section(s) 138 or 139 of the Companies Act, 2017 as applicable.
7. Ballot Paper form has also been placed on the website of the Company at: www.tasdeeq.com Members may download the ballot paper from the website.

_____

Shareholder / Proxy holder Signature/Authorized Signatory

Date:_____

(In case of corporate entity, please affix company stamp)

INSTRUMENT OF PROXY
TASDEEQ INFORMATION SERVICES LIMITED
(U/S-137 (2) of the Companies Act, 2017)

I/We _____ son of _____ resident of _____ being a member of the Tasdeeq Information Services Limited, holder of _____ Ordinary share(s) as per Registered Folio / CDS Account Number _____ do hereby appoints Mr./Mrs./Miss _____ (Folio/CDC A/C No. if member)_____ having CNIC No. _____ resident of _____ as my / our proxy to attend, speak and vote for me and on my / our behalf at the Extraordinary General Meeting of the Company to be held on November 16, 2026, and at any adjournment thereof.

Signed this _____ day of _____, 2026.

Affix Revenue Stamp

As per Punjab province stamp ratio on proxies, the applicable rate is PKR 100/-

_____
Member's Signature

Witnesses:

1. Signature:
   _____
   Name:
   _____
   CNIC No.:
   _____
   Full Address:
   _____

2. Signature:
   _____
   Name:
   _____
   CNIC No.:
   _____
   Full Address:
   _____

Notes:

1. A member eligible to attend, speak and vote at the EOGM may appoint any one as his/her proxy who shall have such rights as narrated in Section 137 of the Companies Act, 2017.
2. Proxies, in order to be effective, must be received at the Company's Registered Office Building 8, Sector B Commercial Area, Phase V, DHA, Lahore, not later than 48 hours before the time for holding the meeting and should be duly stamped, signed and witnessed, along with attested copy of CNIC of the shareholder and the proxy.
3. If a member appoints more than one proxy and more than one instrument of proxies are deposited by a member with the Company, all such instruments of proxy shall be rendered invalid.
4. **For CDC Account Holders:**
    - Attested copies of CNIC/ NICOP or the passport of the beneficial owners shall be provided with the Proxy Form.
    - The shareholder and proxy shall produce his/her original CNIC/ NICOP or passport at the time of the meeting.
5. **For Corporate Entities:**
    - In case of a corporate entity, the Board of Directors resolution / Power of attorney with specimen signature of the nominee shall be submitted (unless it has been provided earlier) along with proxy form to the Company.
    - The nominee shall produce his/her original CNIC/ NICOP or passport at the time of the meeting.

NOTICE OF INTENTION TO CONTEST THE ELECTION OF DIRECTOR

Date: _____

To,

The Company Secretary
Tasdeeq Information Services Limited
Building 8, Sector B Commercial Area, Phase V, DHA, Lahore, Pakistan

SUBJECT: NOTICE OF INTENTION TO CONTEST THE ELECTION OF DIRECTOR UNDER SECTION 159(3) OF THE COMPANIES ACT, 2017

Dear Sir,

I, _____, son/daughter/wife of _____, resident of _____ holding CNIC/Passport No. _____, do hereby give notice of my intention to contest the forthcoming Election of Directors of Tasdeeq Information Services Limited to be held in the Extraordinary General Meeting on Monday, November 16, 2026, or at any adjournment thereof.

In compliance with applicable requirements, I am enclosing herewith the complete set of required statutory documents to contest the Election as aforesaid, duly filled and signed by me.

Yours truly,

Signature of Candidate: _____

Name of Candidate: _____

Folio / CDC A/c No.: _____

APPENDIX TO FORM-9

(CONSENT TO ACT AS DIRECTOR)

THE COMPANIES ACT, 2017
THE COMPANIES REGULATIONS, 2024
[Section 167]

(Applicable in case of appointment or election of director(s) or Chief Executive)

1. Name of the Company: TASDEEQ INFORMATION SERVICES LIMITED

2. I/We, the undersigned, have consented to act as Director(s) / Chief Executive of the above-named company pursuant to Section 167 of the Companies Act, 2017, and certify that I/We am/are not ineligible to become Director(s) / Chief Executive under Section 153 or 177 of the Companies Act, 2017.

Name in Full	Designation	Address	CNIC No. or Passport No.	Occupation	Signature

AFFIDAVIT OF DECLARATION FOR DIRECTORSHIP

AFFIDAVIT OF DECLARATION

(On Non-Judicial Stamp Paper of PKR 100)

I,_____, son/daughter/wife of _____adult, resident of _____holding CNIC/Passport No. _____ desiring directorship on the Board of **Tasdeeq Information Services Limited** (TISL), on solemn affirmation and oath, hereby declare, state, and confirm that:

1. I am not ineligible to become a director of a company under Section 153 & 177 of the Companies Act, 2017 ("Act") or any other provisions of the Act, applicable Law, rules or regulations.
2. I qualify the criteria of eligibility and independence notified under Section 166 of the Act and the regulations notified thereunder. (Applicable for Independent Directors)
3. My name is borne on the register of National Taxpayers of Pakistan, and my National Tax Number is _____ (not applicable for foreigners).
4. I am not holding office as Director in more than seven (7) listed companies simultaneously.
5. I am aware of and compliant with the requirements of all laws, rules, regulations, and any other legislation, including but not limited to the Companies Act, 2017, Securities Act, 2015, Memorandum and Articles of Association of the Company, Listed Companies (Code of Corporate Governance) Regulations, 2019 (where applicable), the Credit Bureau Act, 2015, the Credit Bureau Regulations, 2016, the Credit Bureaus Rules, 2016 and all other applicable laws, rules, regulations, and codes.
6. I will ensure compliance with requirements of such laws, rules, regulations, and any other legislation on an ongoing basis.
7. I will notify Tasdeeq Information Services Limited with respect to any event or change affecting my status of compliance with the above-referred requirements as soon as the event or change comes to my knowledge; and
8. Whatever is stated above is true to the best of my knowledge and belief.

Place: _____ **Deponent:** _____

Date: _____

مختارنامہ (پراکسی فارم)

تصدیق انفارمیشن سروسز لمیٹڈ

(U/S-137 (2) of the Companies Act, 2017)

میں/ہم _____ ولد _____ ساکن _____،

تصدیق انفارمیشن سروسز لمیٹڈ کا رکن/ارکان ہونے کی حیثیت سے، رجسٹرڈ فولیو/CDS اکاؤنٹ نمبر _____ کے

مطابق _____ عام حصص کا/کے حامل، بذریعہ ہٰذا جناب/محترمہ _____

(اگر رکن ہوں تو فولیو/CDC اکاؤنٹ نمبر) _____، CNIC نمبر _____، ساکن

_____ کو اپنا/اپنے پراکسی مقرر کرتا/کرتی ہوں/کرتے ہیں تاکہ وہ 16 نومبر 2026 کو منعقد ہونے

والے کمپنی کے غیر معمولی اجلاسِ عام اور اس کے کسی بھی ملتوی شدہ اجلاس میں میری/ہماری جانب سے شرکت، اظہارِ خیال اور ووٹ

دے سکیں

ریونیو اسٹامپ
چسپاں کریں

اس _____ تاریخ، ماہ _____، 2026 کو دستخط کیے گئے۔

_____

رکن کے دستخط

گواہان:

1. گواہ

دستخط: _____

نام: _____

CNIC نمبر: _____

مکمل پتہ: _____

2. گواہ

دستخط: _____

نام: _____

CNIC نمبر: _____

مکمل پتہ: _____

RULES OF THE EMPLOYEE STOCK OPTION PLAN OF TASDEEQ INFORMATION SERVICES LIMITED

This Employee Stock Option Plan has been established on [●].

The Scheme is authorised by the Company's Articles of Association, and has been approved by (i) the Board, and (ii) the members of the Company by way of special resolution(s) passed in accordance with Section 83 of the Companies Act, 2017 ("Act") and Chapter VI of the Companies (Further Issue of Shares) Regulations, 2020 ("Regulations").

1. DEFINITIONS AND INTERPRETATION:

1.1. The following definitions and rules of interpretation apply in the Plan:

"Act": the Companies Act, 2017 (XIX of 2017), as amended from time to time.

"Board": the board of directors of the Company.

"Business Day": a day other than a Saturday, Sunday or public holiday in Pakistan when banks in Pakistan are open for business.

"Cause": termination on grounds of misconduct or any other conduct that is inconsistent with the fulfilment of the express or implied terms of the Option Holder's service to the Company. Those grounds include, but are not limited to, the Option Holder:

(a) committing a material breach of the Option Holder's employment, contractor, consultant, advisor or services agreement with the Company;
(b) intentionally failing to perform any of the Option Holder's duties to the Company;
(c) committing a material breach of the Rules;
(d) taking any action that materially and adversely affects the Company;
(e) refusing to comply with the reasonable directives of the Option Holder's management or any of the Company's policies and procedures;
(f) committing gross negligence in the performance of the Option Holder's duties;
(g) committing dishonesty, fraud, or misconduct with respect to the business or affairs of the Company;
(h) being convicted of any financial crime which may result in a term of imprisonment or which involves dishonesty;
(i) breaching any obligations of confidentiality or non-competition owed to the Company; or
(j) breaching any duty to act in good faith towards the Company.

"Commission" or "SECP": the Securities and Exchange Commission of Pakistan.

"Committee": the compensation committee constituted by the Board of the Company to supervise, administer, and implement this Plan, including the authority to determine eligibility, grant options, set terms and conditions (such as vesting, exercise price, and leaver provisions), interpret, execute and/or amend the Plan, and take all actions incidental or necessary for its effective operation, subject always to the Constitutional Documents, applicable law, and any directions of the Board. In accordance with Chapter VI of the Regulations, the Committee shall be constituted by the Board as a compensation committee for the administration and superintendence of the Scheme, and its chairman shall at all times be an Independent Director. The specific powers and functions of the Committee, including the matters that the Committee may determine

without seeking the Board's approval on each occasion, and the matters reserved to the Board and/or shareholders, are set out in Rule 4 (Powers and Functions of the Committee).

"Company": Tasdeeq Information Services Limited incorporated and registered under the applicable laws of Pakistan with Incorporation Number [●].

"Control": the beneficial ownership of more than fifty percent (50%) of the issued share capital of a company, or the legal power to direct or cause the direction of the general management of the company, and controls.

"**Constitutional Documents**": the constitution or articles of association (as applicable) of the Company, as amended or replaced.

"Employee Share Option Plan" or "ESOP" or "Employee Share Option Scheme" or "ESOS" or "Plan" or the "Scheme": the Company's employee share option plan, consisting of these Rules and each Letter of Grant.

"Employee": an individual who is an employee or executive director of the Company and/or Group Member.

"Eligible Employee": an Employee and/or executive director, of the Company or a Group Member who satisfies the eligibility criteria for participation in the Scheme as determined by the Committee under Rule 4, and who is not otherwise disqualified from participation under the Regulations.

"Entitlement Pool" means the total equity from the paid-up capital of the Company, available for being made the subject of Options, as referred to in Rule 2.1.

"Exercise Condition": a condition that must be satisfied before an Option may be exercised, which complies with Rule 5 and is specified in the Option Certificate.

"Exercise Notice": the exercise notice referred to in Rule 7.

"Exercise Price": the price payable for an Option Share upon the exercise of a Vested Option, as stated in the relevant Letter of Grant.

"Expiry Date": the date that is five (05) years following the date of the relevant Letter of Grant.

"Grant Date": the date on which an Option is granted under the ESOP.

"Group" or "**Group Member**"**:** the Company, its holding company (if any) and any of its subsidiaries whether existing now or established in the future, including any entity in which the Company has a direct or indirect controlling interest, as determined by the Board.

"Independent Director": a director of the Company who qualifies, and is designated, as an independent director in accordance with the Act and the Listed Companies (Code of Corporate Governance) Regulations, 2019 as amended from time to time.

"Letter of Grant": a letter from the Company to an Option Holder setting out the number of Options granted to an Option Holder and the Exercise Price in respect of those Options.

"Option": a right to acquire Shares granted under the ESOP and in accordance with a Letter of Grant, each being a right to subscribe for one Ordinary Share.

"Option Certificate": a certificate setting out the terms of an Option, in substantially the form set out in Schedule 3 (or as amended by agreement of the Committee).

"Option Holder": an Eligible Employee who holds an Option as granted under the ESOP.

"Option Share": an Ordinary Share issued on the exercise of an Option.

"Ordinary Share": an ordinary share in the share capital of the Company, the rights of which are set out in the Constitutional Documents.

"**Permanent Incapacity**" means a physical or mental impairment, illness or medical condition that, in the opinion of a medical board appointed or approved by the Company, permanently prevents an Option Holder from performing the essential duties and responsibilities of his or her employment with the Company or any Group Member, and where such incapacity is not reasonably expected to be reversed or materially improved to enable the Option Holder to resume such duties.

"Regulations": the Companies (Further Issue of Shares) Regulations, 2020, as amended from time to time.

"Stock Exchange" or "**PSX**": the Pakistan Stock Exchange Limited, being the securities exchange on which the Shares are listed.

"Rules": these rules, including the Schedules attached herein.

"Senior Management": the chief executive officer and the officers of the Company reporting directly to the chief executive officer, and such other employees as the Board may designate as being in senior management from time to time, in each case for the purposes of Rule 3.7 and Rule 4.2(f).

"Shares": all shares in the share capital of the Company, including any Option Shares.

"Vest": the right to exercise an Option which arises on the vesting date of that Option in accordance with these Rules and the relevant Letter of Grant (reference to Vested and Unvested shall be construed accordingly).

"Vesting Schedule": the vesting schedule attached as the Appendix to the Letter of Grant.

1.2. Clause headings shall not affect the interpretation of this ESOP.

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4. Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

1.5. If there is any conflict of meaning between the main body of these Rules and a Schedule, the main body of these Rules prevails, unless expressly stated otherwise in

the Schedule.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7. A reference to a person includes bodies corporate, unincorporated associations or partnerships. A reference to a statute includes references to that statute as amended or replaced from time to time, and reference to PKR is to Pakistan Rupee currency.

2. SIZE OF THE ESOP

2.1. The aggregate number of the Shares for all Options to be granted under this Scheme to all Employees shall not, at any time, exceed the Entitlement Pool which is limited to ten percent (10%) of the paid-up capital of the Company at the time of approval of these Rules by the members of the Company by way of special resolution(s) (i.e. 95 million shares of PKR 1 each).

2.2. If an Option is cancelled, lapses, or is otherwise terminated, or if an Option Share is cancelled, an additional Option may be issued in accordance with these Rules.

2.3. Notwithstanding Rule 2.1, a separate special resolution of the members of the Company, in addition to the special resolution authorising the Scheme generally, shall be required under the Regulations before the Committee may (a) grant Options to employees of a subsidiary or holding company of the Company; or (b) grant Options to identified Employees which, in aggregate during any one financial year, are equal to or exceed one percent (1%) of the issued share capital of the Company (excluding outstanding conversions) at the time of grant.

3. GRANT OF OPTIONS

3.1. The Company may grant an Option to an Eligible Employee under the ESOP in accordance to these Rules. The ESOP is to be implemented and administered by the Committee. The Committee is to determine all questions of interpretation concerning a Letter of Grant or these Rules, and any determination made by the Committee is final and binding upon all persons having an interest in the ESOP.

3.2. Subject to these Rules and applicable law, the Committee may offer Options to any Eligible Employee of the Company or Group Member in accordance with the terms of the ESOP. Each offer is to be made by way of a Letter of Grant in substantially the form set out in Schedule 1 (or as amended by agreement of the Committee).

3.3. The Company must maintain a register setting out all current Option Holders and the number of Vested Options held by each Option Holder.

3.4. The Company shall grant an Option by executing an Option Certificate as a deed in a form approved by the Committee. Each Option Certificate shall (without limitation):

(a) specify the Grant Date of the Option;

(b) specify the number and class of the Shares over which the Option is granted;

(c) specify the Exercise Price;

(d) specify any Exercise Conditions;

(e) specify the Expiry Date when the Option will lapse, assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier;

(f) include a statement that the Option is subject to these Rules (which shall be incorporated in the Option Certificate by reference);

(g) include a summary of the Option Holder's obligations;

3.5. The Board shall constitute the Committee as a compensation committee for the administration and superintendence of the Scheme, whose chairman shall at all times be an Independent Director, in accordance with Chapter VI of the Regulations.

3.6. Any issue of Option Shares at a discount to their face value, shall require the approval of the members and of the Commission under Section 82 of the Act. The Scheme, together with each such Board decision and special resolution, shall be filed with, and (where required by the Regulations) approved by, the Commission before it is implemented, and the relevant Board decisions shall be communicated to the Commission and the Stock Exchange on the date such decisions are made.

3.7. The Company and the Committee shall ensure that no executive director of the Company and no member of Senior Management participates in the deliberation or discussion of the Committee or the Board concerning his or her own allocation of Options, and any such individual shall recuse himself or herself from, and abstain from voting on, any such deliberation.

4. POWERS AND FUNCTIONS OF THE COMMITTEE

4.1. Subject to Rule 4.2, the Constitution, the Act, the Regulations and any specific written directions of the Board, the Committee shall have full power and authority to administer and superintend the Scheme on an ongoing basis, including power to:

(a) determine, and from time to time review and update, the eligibility criteria for participation in the Scheme;
(b) identify and approve, for each offering under the Scheme, the list of Eligible Employees to whom Options are to be granted and the number of Options to be granted to each of them, without requiring the approval of the Board on each occasion, provided that such grants are made within the Entitlement Pool and the eligibility criteria and other parameters of the Scheme as approved by the Board and by special resolution of the members;
(c) fix, in respect of each grant, the Grant Date, Exercise Price, Vesting Schedule, Exercise Conditions and (where applicable) lock-in period, subject to Rule 2, Rule 7(2) to 7(4) of the Regulations and these Rules;
(d) vary or waive Exercise Conditions, determine whether Exercise Conditions have been satisfied, and determine all questions of interpretation and disputes arising under the Scheme;
(e) approve the form of each Letter of Grant, Option Certificate and Exercise Notice, and make consequential amendments to the Schedules; and
(f) take all other actions incidental or necessary for the effective day-to-day operation of the Scheme.

4.2. Notwithstanding Rule 4.1, the Committee shall not itself approve, and shall instead place before the Board (and, where indicated, the members and/or the Commission) for prior approval, each of the following matters:

(a) offering that is not within the parameters already approved by the Board

(attached as Schedule 4);

(b) the grant of Options to employees of a subsidiary or holding company of the Company, which additionally requires a separate special resolution of the members under the Regulations;

(c) the grant of Options to identified Employees which, in aggregate during any one financial year, are equal to or exceed one percent (1%) of the issued share capital of the Company (excluding outstanding conversions) at the time of grant, which additionally requires a separate special resolution of the members under the Regulations;

(d) the issuance of Option Shares at a discount to their face value, which additionally requires the approval of the members and of the Commission under Section 82 of the Act; and

(e) any variation of the Scheme (provided such variation is not (i) prejudicial to the interests of Option Holders, (ii) related to the Options already exercised).

4.3. The Committee shall report to the Board, at such intervals as the Board may direct and in any event not less than once every financial year, on all Options granted, exercised, lapsed, cancelled or regranted under the Scheme since its last report.

4.4. A determination or decision of the Committee made within its powers under Rule 4.1 is final and binding on the Company and all persons having an interest in the Scheme, subject always to Rule 4.2.

5. EXERCISE CONDITIONS

5.1. On the Grant Date of any Option, the Committee may specify one or more appropriate Exercise Conditions for the Option. The Committee may vary or waive any Exercise Condition, provided that any varied Exercise Condition shall be (in the reasonable opinion of the Committee) (i) a fairer measure of performance than the original Exercise Condition, as judged at the time of the variation, if the original Exercise Condition relates to a measure of performance; and (ii) no more difficult to satisfy than the original Exercise Condition was at the Grant Date.

5.2. The Committee shall determine whether, and to what extent, Exercise Conditions have been satisfied.

5.3. If an Option is subject to any Exercise Condition, the Committee shall notify the Option Holder within a reasonable time after the Committee becomes aware of the relevant information:

(a) whether (and, if relevant, to what extent) the Exercise Condition has been satisfied;

(b) of any subsequent change in whether, or the extent to which, the Exercise Condition has been satisfied;

(c) when that Exercise Condition has become incapable of being satisfied, in whole or in part; and

(d) of any waiver or variation of that Exercise Condition.

6. EXERCISE OF OPTIONS

6.1. The Options granted to an Option Holder under a Letter of Grant will Vest progressively in accordance with the Vesting Schedule. Subject to Rule 10 and 11, the

Option Holder may exercise an Option that has Vested at any time during the period commencing on the date on which the Option Vested and ending on the Expiry Date. Any Option that is not exercised on or prior to the Expiry Date lapses on the Expiry Date.

6.2. An Option Holder may not exercise an Option before the earliest date on which it may be exercised as set out in the Option Certificate, or before any Exercise Conditions relating to that Option has been satisfied.

6.3. An Option Holder may exercise an Option only during the period of thirty (30) days starting with the date following the year-end of the Company.

6.4. A Vested Option may not be exercised by an Option Holder if, in the opinion of the Committee, the issuance of Option Shares to that Option Holder would constitute a violation of any applicable law or would be in violation or breach of any provision of the ESOP. As a condition to the exercise of a Vested Option, the Committee may require an Option Holder to provide evidence that the issue of Option Shares to that Option Holder would be in compliance with all applicable laws and the terms of the ESOP.

6.5. An Option Holder may not exercise an Option at any time:

(a) while disciplinary proceedings by any Group Member are underway against him; or

(b) while any Group Member is investigating his conduct and may as a result begin disciplinary proceedings; or

(c) while there is a breach of his employment contract that is a potentially fair reason for his dismissal; or

(d) while he is in breach of a fiduciary duty owed to any Group Member; or

(e) after he has ceased to be an Employee of the Company, if there was a breach of his employment contract or fiduciary duties that (in the reasonable opinion of the Committee) would have prevented the exercise of the Option had the Company been aware (or fully aware) of that breach, and of which the Company was not aware (or not fully aware) until after both:

i. his ceasing to be an Employee of the Company; and
ii. the time (if any) when the Committee decided to permit him to exercise his Option.

7. MANNER OF EXERCISE OF OPTIONS

7.1. An Option that has Vested shall be exercised by the Option Holder giving at least thirty (30) days' written Exercise Notice to the Committee in substantially the form set out in Schedule 2 (or as amended by agreement of the Committee), as follows:

(a) setting out the number of Shares over which the Option Holder wishes to exercise the Option. If that number exceeds the number over which the Option may be validly exercised at the time, the Company shall:

i. treat the Option as exercised only in respect of that lesser number; and

ii. refund any excess amount paid to exercise the Option.

(b) providing any other documentation which the Committee may require in its sole discretion.

7.2. Any Exercise Notice shall be accompanied by payment of an amount equal to the Exercise Price multiplied by the number of Shares specified in the notice.

7.3. Any Exercise Notice shall be invalid:

(a) to the extent that it is inconsistent with any requirements in these Rules or the Option Holder's rights and obligations under these Rules and the Option Certificate;

(b) if the Option Holder fails in any other manner to transfer the Exercise Price to the Company. If an Option Holder fails to pay the Exercise Price then, unless otherwise determined by the Committee, the Option Holder's entitlement to those Options lapses, even if the Expiry Date of those Options has not passed.

7.4. Following an Option Holder's exercise of Vested Options in accordance with the ESOP, the corresponding number of Option Shares in the Company shall be issued to the Option Holder.

7.5. As a condition to the issue of any Option Shares, the relevant Option Holder will be required to comply with the Constitution and, where applicable, any lock-in period fixed under Rule 4.1(c). However, by holding Options, an Option Holder does not have the rights of a shareholder in the Company and is not entitled to participate in any distribution nor any issue of Shares or other securities in or in respect of the Company other than the Ordinary Shares to be issued upon the exercise of Options in accordance with the ESOP.

7.6. Options are personal to the relevant Option Holder and are not transferable without the approval of the Committee, which approval may be withheld in the Committee's absolute discretion.

7.7. Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment, except for any restriction or any rights determined by reference to a date before the date of allotment.

7.8. Shares transferred in satisfaction of the exercise of an Option shall be transferred free of any lien, charge or other security interest, other than any restriction, and with all rights attaching to them, other than any rights determined by reference to a date before the date of transfer.

8. ADJUSTMENTS AND CHANGES

8.1. If there is any bonus issue, consolidation or subdivision of any Shares or any reduction or cancellation of the share capital of the Company (or any similar reorganisation of the capital of the Company), the number of Options, the Exercise Price, or both may be adjusted by the Committee to ensure that the economic effect of the Options remains the same. Following any such adjustment the Company shall notify the Option Holders in writing and deliver to them a statement setting out the adjusted number of Options and Exercise Price. Any adjustment will take effect from the date that the statement is delivered to an Option Holder.

8.2. If there is a restructure of the Company, its share structure or its business (including the establishment of a new holding company in Pakistan or overseas), the Committee may cancel the Options and procure the issue of new options in the new holding company or any other entity if the Committee acting in good faith considers that the economic effect of those new options remains substantially similar to the existing Options.

9. TERMS OF ISSUE OF OPTION SHARES

9.1. An Option Share issued as a consequence of the exercise of an Option will rank for dividends from the date it is issued and will otherwise rank equally in all respects with the other Ordinary Shares of the Company then in issue. It is acknowledged by the Option Holders that the Company may have issued or may in the future issue any other class of Shares ranking in any or all respects in priority to the Ordinary Shares.

9.2. Notwithstanding any other provision of these Rules, the Committee may, in its discretion and with the consent of the relevant Option Holder, elect to satisfy the exercise of an Option, in whole or in part, by paying the Option Holder a cash amount equal to the excess (if any) of the market value of the relevant Option Shares as at the date of exercise over the aggregate Exercise Price payable for those Option Shares, in lieu of issuing Option Shares. Where an Option is cash-settled under this Rule 9.2, no Option Shares shall be issued in respect of the cash-settled portion of the Option, and the Option (or the relevant part of it) shall be treated as exercised and shall lapse to that extent.

10. CANCELLATION OF OPTIONS

10.1. If an Option Holder ceases to be an Employee of the Company for any reason other than Cause ("Good Leaver"), then, subject to Rule 11:

(a) all Options that have not Vested as at the date that the Option Holder ceases to be an Employee of the Company ("Good Leaver Date") will be cancelled without compensation on that date; and

(b) all Options that have Vested must be exercised during such period as will be determined by the Committee in its sole discretion at the relevant time, and any Options not exercised within that period will lapse, unless the Committee determines otherwise.

10.2. If an Option Holder ceases to be an Employee of the Company for Cause ("Bad Leaver"):

(a) all Options (Vested or otherwise) will be cancelled without compensation on the date that the Option Holder ceases to be an Employee of the Company (Bad Leaver Date); and

(b) the Company may, by written notice to the Option Holder given at any time within twelve (12) months after the Bad Leaver Date ("Recovery Notice"), require the Option Holder to sell some or all of the Option Shares held by him or her, and to pay the Company the net sale proceeds less the Exercise Price paid, in accordance with Rule 11.3(a).

10.3. For the purposes of Rule 10.2(b), Cause is treated as a Trigger Event occurring on the Bad Leaver Date, and Rules 11.3(a), 11.3 (closing paragraph) and 11.4 apply to the Recovery Notice with the necessary changes, including in relation to Option Shares

that are subject to a lock-in period under Rule 13.2. No purchase of Option Shares by the Company is required or implied.

10.4. Notwithstanding Rules 10.1 to 10.3, if an Option Holder who is an Employee dies while in the employment of the Company or a Group Member, all Options granted to him or her up to the date of death shall immediately vest in his or her legal heirs or nominees, who may exercise such Options in accordance with these Rules. If an Option Holder who is an Employee suffers a Permanent Incapacity while in such employment, all Options granted to him or her as at the date of such incapacity shall immediately vest in the Option Holder. This Rule 10.4 is subject to Rule 11. The Company may require the Option Holder to undergo a medical examination, at the Company's expense, for the purpose of determining whether Permanent Incapacity has occurred.

10.5. Where an Option is not exercised and lapses in accordance with these Rules, the Committee may grant the lapsed or cancelled Option to another Eligible Employee, in accordance with Rule 4 and the Regulations.

10.6. An Option shall not be pledged, hypothecated, mortgaged or otherwise alienated by an Option Holder in any manner, and any purported pledge, hypothecation, mortgage or alienation of an Option is void.

11. MALUS AND CLAWBACK

11.1. In this Rule, a "Trigger Event" means any of the following in relation to an Option Holder:

(a) fraud or dishonesty by the Option Holder in connection with the affairs of the Company or any Group Member;
(b) a material misstatement or misrepresentation of the Company's (or any Group Member's) financial results, on the basis of which any Option was granted, Vested or exercised, and which, had it been known at the relevant time, would have resulted in a smaller or no grant, vesting or exercise;
(c) any breach by the Option Holder of applicable law or regulation, or of the Company's policies, that has caused, or is reasonably likely to cause, material financial or reputational harm to the Company or any Group Member; or
(d) material misconduct by the Option Holder, including gross negligence or wilful default in the performance of his or her duties to the Company or any Group Member.

11.2. Malus. At any time before an Option Vests, if the Committee (or, in the case of an Option Holder who is an executive director or a member of Senior Management, the Board, with such individual recused in accordance with Rule 3.7) determines, acting reasonably and in good faith, that a Trigger Event has occurred, or that the Option Holder's individual performance, risk management or compliance record otherwise warrants it, the Committee or the Board, as applicable, may reduce the number of, or cancel in whole, that Option Holder's unvested Options.

11.3. Clawback. If the Committee or the Board (as applicable under Rule 11.2) determines that a Trigger Event occurred within the three (3) years preceding the date of the determination (the "Look-back Period"), and that it relates to Options that have already Vested, been exercised, or in respect of which Option Shares have been issued and/or sold (the "Affected Options"), the Committee or the Board, as applicable, may, subject to Rule 11.4, require the Option Holder to:

(a) sell, on the Stock Exchange and within such period as the Committee or the

Board, as applicable, may specify (being not less than ten (10) Business Days from the date of demand), any Option Shares still held by the Option Holder in respect of the Affected Options, including any Option Shares that are subject to a lock-in period under Rule 13.2, and pay to the Company, within five (5) Business Days of receipt of the sale proceeds, an amount in cash equal to the net sale proceeds (after deducting brokerage and applicable taxes and duties) less the Exercise Price paid; and, if the Option Holder fails to sell within the specified period, the Option Holder irrevocably authorises the Company (or any person it nominates) to give instructions to the share registrar, CDS participant, broker, custodian or nominee to sell those Option Shares on the Stock Exchange on the Option Holder's behalf and to apply the net proceeds in accordance with this paragraph, and the Option Holder shall sign any document and give any instruction that the Company reasonably requires for that purpose;

(b) pay to the Company, within thirty (30) days of written demand, an amount in cash equal to the net sale proceeds realized on any Option Shares sold (or, for a transfer otherwise than by sale, their market value at the date of transfer), less the Exercise Price paid; and/or

(c) forfeit any other unvested Options, or any other unpaid variable remuneration due to the Option Holder from the Company, and the Company may set off any amount payable to it under this Rule 11.3 against any other amount owed by the Company to the Option Holder, including salary, bonus or other remuneration, to the extent permitted by applicable law.

The Look-back Period is measured by reference to the date on which the Trigger Event occurred (or, in the case of Rule 11.1(b), the date on which the relevant financial results were first published), regardless of when the Affected Options Vested or were exercised. The Look-back Period is suspended for any period during which the Committee or the Board is investigating the relevant matter in good faith, provided the Option Holder has been notified of the investigation. A lock-in period under Rule 13.2 does not prevent the sale of Option Shares required under Rule 11.3(a), and no such sale is a breach of that lock-in period. From the date of a notice under Rule 11.4 until the determination is made, the Option Holder shall not sell, transfer, charge or otherwise dispose of any Option Shares to which the notice relates, whether or not they are subject to a lock-in period under Rule 13.2, and the Company may require those Option Shares to be held in restricted custody for that period. Following a determination under this Rule 11.3, the Option Holder may sell those Option Shares only as required under Rule 11.3(a). If a sale under Rule 11.3(a) would breach the Company's insider trading and securities dealing policy, a closed period or the Securities Act, 2015, the period for sale is extended until the sale can lawfully be made.

11.4. Before making a determination under Rule 11.2 or 11.3, the Committee or the Board, as applicable, shall give the Option Holder reasonable written notice of the proposed determination and the grounds for it, and a reasonable opportunity (of not less than fourteen (14) days) to make written representations, which shall be considered in good faith before any final determination is made.

11.5. This Rule survives the exercise, lapse or cancellation of any Option, and the cessation of the Option Holder's employment or engagement with the Company or any Group Member, for any reason.

12. EARLY VESTING OF OPTIONS

12.1. If:

(a) A change of Control of the Company occurs pursuant to the acquisition of voting

Shares under a successful public announcement of offer made in accordance with the Listed Companies (Substantial Acquisition of Voting Shares and Takeovers) Regulations, 2017 and following a change of Control, an Option Holder's employment or service is terminated by the Company, any Group Company, the successor entity or the acquirer without Cause within the remaining Vesting Period following the change of Control;

(b) one or more shareholders of the Company enter into a binding agreement with a third party (or a group of associated third parties) on arms' length terms under which the third party is to acquire 50% or more of the voting Shares of the Company otherwise than pursuant to a public announcement of offer referred to in paragraph (a), and that agreement becomes unconditional;

(c) the Company enters into a binding agreement to dispose of assets comprising more than half the value of the Company's assets and that agreement becomes unconditional; or

(d) the Company resolves to amalgamate with any other company (whether or not it is the continuing company), including pursuant to a scheme of arrangement or compromise sanctioned under the Act, in a transaction that is in substance the same as those in (b) and (c) above,

(each a Liquidity Event),

then unless otherwise directed by the Board/Committee, 100% of the Unvested Options will immediately Vest to the extent that they have not done so at the date of the Liquidity Event, and all of the Vested Options may be exercised on or before the date of completion of the relevant transaction triggering the Liquidity Event (Completion). Any Vested Options not exercised by that date automatically lapse.

12.2. If there is a Liquidity Event, the Company may cash settle some or all of the Options by paying an Option Holder the difference between the value of an Ordinary Share as determined by the Committee and the Exercise Price for each Option. If an Option is cash settled, the Option automatically lapses.

13. LOCK-IN AND TRADING OF OPTION SHARES

13.1. Option Shares, once issued upon the exercise of an Option, are ordinary Shares of the Company ranking pari passu with all other issued ordinary Shares of the same class, and are freely transferable by the Option Holder on the Stock Exchange, save as provided in this Rule 13 and 11.

13.2. The Committee may, at the time of grant, fix a lock-in period (not exceeding such maximum period, if any, as may be prescribed under the Regulations) during which the Option Shares issued to an Option Holder may not be sold, transferred or otherwise disposed of, and the Letter of Grant and Option Certificate shall specify any such lock-in period. From the date of a notice under Rule 11.4 until the determination is finalised, the Company may extend the Lock-In Period, and may require the affected Option Shares to be held in restricted custody. The extension shall not exceed six (6) months unless the Option Holder agrees.

13.3. Each Option Holder shall, in dealing in any Options or Option Shares, comply with the Company's insider trading and securities dealing policy, applicable closed periods, and the Securities Act, 2015 and the regulations made thereunder, and with any disclosure obligations applicable to him or her as a substantial shareholder, director, executive or connected person of the Company under the Act, the Regulations and the rules of the Stock Exchange.

14. TAXES

14.1. Each Option Holder indemnifies the Company against any taxes (including income tax), stamp duty, levies or penalties which the Company may be liable to deduct, withhold or pay by reason of an Option Holder being issued Options or being issued Option Shares upon the exercise of any Options.

14.2. Each Option Holder authorises the Company to withhold from payroll and any other amounts payable to the Option Holder by the Company, any sums required to satisfy any tax obligations, whether of the Company or of the Option Holder, which arise in connection with the Options, including any obligations arising as a result of:

(a) the issue of Options to the Option Holder;
(b) any exercise of Vested Options by the Option Holder; and/or
(c) any issue of Option Shares to the Option Holder.

15. NO GUARANTEED EMPLOYMENT OR ENGAGEMENT

15.1. The terms of employment or engagement of an Option Holder with the Company are not affected by the Option Holder's participation in the ESOP. These Rules and the Letter of Grant do not form any part of such terms of employment or engagement and an Option Holder is not entitled to take any participation in the ESOP into account when calculating any compensation or damages on the termination of his or her employment or engagement for any reason.

15.2. An Option Holder's participation in the ESOP does not constitute an express or implied agreement of continued employment or engagement of an Option Holder with the Company, during the period in which the Options Vest or for any other period. An Option Holder's participation in the ESOP does not affect the Company's right to suspend or terminate an Option Holder's employment or engagement with the Company.

16. AMENDMENTS TO THE RULES AND ADMINISTRATION

16.1. The Committee may do all acts and things, enter into any transactions, agreements, deeds, documents or arrangements, make any rules or regulations or impose any terms and conditions as the Committee, in its sole discretion, considers to be necessary or desirable to give full effect to the ESOP. Provided that no variation of the Scheme that is, or may be, prejudicial to the interests of existing Option Holders in respect of Options already granted shall be made unless approved by special resolution of the members, and any such variation shall not apply to Options already granted without the affected Option Holder's consent, save to the extent required to comply with applicable law.

16.2. The cost of establishing and operating the ESOP shall be borne by the Company and/or Group Members (if applicable) in proportions determined by the Committee.

16.3. The Committee shall determine any question of interpretation and settle any dispute arising under the ESOP. In these matters, the Committee's decision shall be final.

16.4. The Company/Committee shall not be obliged to notify any Option Holder if an Option is due to lapse.

16.5. The Company shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

16.6. The Company shall, within thirty (30) days of any issue of Option Shares, submit a report to the Commission in the manner prescribed by the Regulations, indicating the number of Option Shares issued and the Eligible Employees to whom they were issued.

16.7. The Company shall comply with the applicable disclosure and reporting requirements of the Listed Companies (Code of Corporate Governance) Regulations, 2019 and the rules of the Stock Exchange in relation to the Scheme, including disclosure of the Scheme and Options granted in the Company's annual and periodic financial statements.

17. MISCELLANEOUS

17.1. Confidentiality: Each Option Holder must keep these Rules and the relevant Letter of Grant, their terms and any information it receives about the Company and its business in connection with these Rules or the relevant Letter of Grant (Confidential Information) confidential, and must not use or disclose that Confidential Information without the prior written consent of the Company except to the extent that:

(a) disclosure is required by law;
(b) the relevant information is already in the public domain; or
(c) it is reasonably required in connection with any proposed:
    (i) financing of that party;
    (ii) sale of that party's interest in the Company; or
    (iii) sale of all or part of the business of, or the shares in, that party,
(d) and the party receiving the Confidential Information has entered into confidentiality undertakings substantially the same as those set out in this Rule.

17.2. Notices: All notices and communications given under these Rules must be in writing and will be delivered personally, sent by post or sent by email to the address or email address notified by an Option Holder or the Company from time to time. Any notice given under these Rules will be deemed to be validly given:

(a) in the case of delivery, when received;
(b) in the case of posting, on the second day following the date of posting; or
(c) if emailed, one hour after the email is sent unless a return mail is received by the sender within that one hour period stating that the addressee's email address is wrong or that the message cannot be delivered,

provided that any notice received after 5pm on a Business Day or on any day that is not a Business Day will be deemed to have been received on the next Business Day.

17.3. Entire agreement: These Rules and the relevant Letter of Grant contain all of the terms, representations and warranties made between the Company and each Option Holder relating to the matters dealt with in these Rules and the Letter of Grant, and supersede and cancel all prior discussions and agreements covering the subject matter of these Rules and the Letter of Grant. Each Option Holder has not relied on any representation, warranty or agreement relating to the subject matter of these Rules and the Letter of Grant that is not expressly set out in these Rules and the Letter of Grant, and no such representation, warranty or agreement has any effect from the date of the Letter of Grant.

17.4. Further assurances: The Company and each Option Holder must each sign all further documents, pass all resolutions and do all further things as may be necessary or desirable to give effect to the ESOP.

17.5. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by the Company or any Option Holder of that or any other right or remedy available to it.

17.6. Partial invalidity: If any provision of these Rules or a Letter of Grant becomes invalid or unenforceable to any extent, the remainder of these Rules and the Letter of Grant and their application will not be affected, and will remain enforceable to the greatest extent permitted by law.

18. GOVERNING LAW

18.1. The terms and conditions of these Rules and each Letter of Grant, and any non-contractual obligations arising from or in connection with the Rules and each Letter of Grant, will be governed by, and interpreted in accordance with, the laws of Pakistan.

19. DISPUTE RESOLUTION

19.1. If any dispute, controversy or claim (Dispute) arises out of or relating to these Rules or any Letter of Grant, or to the interpretation, breach, termination or validity of these Rules or any Letter of Grant, the parties to the Dispute (Disputing Parties) must use their best efforts to resolve the Dispute through consultation or mediation. The consultation or mediation between the Disputing Parties must begin as soon as practicable after one Disputing Party has delivered to the other Disputing Party or Parties a written notice setting out the matter of the Dispute (Dispute Notice).

19.2. If a Dispute is not settled within thirty (30) days after the date of the relevant Dispute Notice, the Dispute must be referred to and resolved by arbitration in Pakistan in accordance with the Arbitration Act, 1940, as amended from time to time. The tribunal will consist of one arbitrator, to be appointed by the Company. The language of the arbitration will be English.

20. VARIATION AND AMENDMENTS

20.1. Notwithstanding anything contained in this Scheme, any variation, amendment, or modification to the terms of the Scheme that is detrimental or prejudicial to the interests of the shareholders shall require the prior approval of the members of the Company by way of a special resolution passed at a general meeting, in accordance with Regulation 7(1)(viii) of the Companies (Further Issue of Shares) Regulations, 2020, as amended from time to time, and any other applicable law or regulatory requirement.

SCHEDULE 1

Letter of Grant

[*Insert date*]

[*Insert recipient's name*]
[*Insert recipient's address*]

Dear [*insert recipient's name*]

Offer of Share Options

We value your ongoing contribution as an [*employee/director*] of Tasdeeq Information Services Limited ("Company"), and in connection with that role the Company wishes to grant to you options to purchase shares in the Company ("Options").

Number of Options

The Company offers you, on the terms set out in this Letter of Grant and the enclosed Rules of the Employee Share Option Plan of the Company ("Rules"), the following Options:

Number of Options	**Exercise price per share**
[*Number of Options*]*	PKR[*Exercise price*]*

*As may be adjusted by the terms of the Rules.

The Options are granted to you for an aggregate consideration of PKR [●] (receipt of which is acknowledged).

Description of the Employee Share Option Plan

The terms of issue of the Options are set out in the Rules, but in broad terms:

- the Options will vest over time in accordance with the Vesting Schedule attached to this Letter of Grant;
- subject to the Rules, the Options will be exercisable between the date an Option vests and the date that is [*5 years*] from the date of this Letter of Grant;
- if you cease to be employed or engaged by the Company for Cause (as defined in the Rules), all of your vested and unvested Options will be cancelled and any shares issued to you shall be dealt as per Rule 10 and 11; and
- if you cease to be employed or engaged by the Company for any reason other than for Cause, any Options that have not vested at the date you cease to be employed or engaged will be cancelled immediately and all Options that have vested will need to be exercised by you within the period of time set out in the Rules or they will lapse.
- Any period during which you, while remaining employed by the Company or a Group Company, are on unpaid leave shall not be counted towards the vesting period. The applicable vesting period shall automatically be extended by a period equal to the aggregate number of days of unpaid leave availed by you during the vesting period, and the corresponding vesting dates shall be deferred on a day-for-day basis.

The shares issued following the exercise of the Options will be ordinary shares in the Company and will be subject to the Company's constitution.

We suggest that you obtain independent legal and financial advice to ensure that you understand the implications of the Options and their potential effect on you, including the financial and taxation implications of the Options. In particular:

- the Options do not give you the rights attaching to shares in the Company (these are available to shareholders only, i.e. you will only have these rights if the Options are exercised and shares are issued to you); and
- any benefits you get under the Options may be subject to tax, for which you will be liable.

The Options are not a part of any employment or services contract and the issue and exercise of the Options will be governed by the terms set out in this Letter of Grant and the Rules.

What you will need to do

Please contact the Company if you wish to discuss any aspect of this Letter of Grant or the Rules. If you agree to the Company granting you the Options on the terms set out in this Letter of Grant and the Rules, please sign a copy of the acceptance form (on the following page) and return it to the undersigned before the date that is twenty one (21) days from the date of this Letter of Grant. Following receipt of your executed acceptance form, the Company will provide you with an option certificate recording the grant of the Options to you, in the form set out in Schedule 3 to the Rules.

Yours sincerely

For and on Behalf of the Company

[*insert name*]

[*insert title*]

ACCEPTANCE

Having read this Letter of Grant and the Rules, I accept the grant of the Options on the terms set out in this Letter of Grant and the Rules and I agree to be bound by this Letter of Grant and the Rules.

I further irrevocably appoint each director from time to time of the Company severally as my attorney ("Attorney") only to the extent necessary to satisfy my obligations under and to give effect to this Letter of Grant and the Rules. For those purposes, each Attorney may:

(a) complete any blanks in any document;

(b) execute any document in any form as the Attorney thinks fit;

(c) amend or vary any document as the Attorney thinks fit, and execute any document which effects or evidences that amendment or variation;

(d) do anything which in the Attorney's opinion is necessary, expedient or incidental to, or in any way relates to this Letter of Grant, the Rules or any document referred to in a, b or c above or any transaction contemplated by this Letter of Grant, the Rules or any document referred to in a, b or c above;

(e) do anything which I am obligated to do under the terms of this Letter of Grant or the Rules; and

(f) do anything which in the Attorney's opinion is necessary, expedient or desirable to give effect to the provisions of this Letter of Grant or the Rules.

I acknowledge that each Attorney may exercise the powers of an Attorney under this letter even if the Attorney benefits from the exercise of that power and I undertake to ratify and confirm any act of an Attorney in exercise of the powers of attorney set out in this Letter of Grant.

I acknowledge that any potential financial benefit arising from the Options granted under the Employee Share Option Plan ("ESOP"), including any shares acquired upon exercise of such Options, is dependent on the future market price of the Company's shares. Any indicative value or potential benefit communicated to me based on the Company's prevailing share price is for illustrative purposes only and does not represent a guaranteed return or the actual future value of the Options or shares. The market price of the Company's shares may increase or decrease over time, and the actual financial benefit, if any, may be materially higher or lower than any indicative amount previously communicated. The Company makes no representation or guarantee regarding the future market price of its shares or the financial benefit that may be realised by me under the ESOP.

SIGNED AND DELIVERED AS A DEED
by

[***INSERT NAME OF OPTION HOLDER***]

in the presence of:

Signature of Witness	[*Insert name of Option Holder*]
Name of Witness	

Occupation of Witness

Address of Witness

APPENDIX TO LETTER OF GRANT

Vesting Schedule (to be updated on a case-by-case basis)

1. [*25*]% of the Options will vest on the date that is [*one*] year following the date of the Letter of Grant; and

2. [*75*]% of the Options will vest during the period from the date that is one year following the date of the Letter of Grant to the date that is [*four*] years following the date of the Letter of Grant in equal [*quarterly*] amounts.

Lock-In Period (if any)

The Option Shares, once exercised, shall be subject to a lock-in period of [●] years.

SCHEDULE 2

Exercise Notice

[*Insert date*]

The Board of Directors/ESOP Committee

Tasdeeq Information Services Limited
[Insert address of Company]

Dear Board/Committee,

Exercise of Options

I refer to the options granted to me by Tasdeeq Information Services Limited ("Company") in accordance with the Letter of Grant between the Company and me dated [*insert date*] and the Rules of the Employee Share Option Plan of the Company ("Options").

I give notice that I am exercising [*insert number*] Options on [*insert date*] at the exercise price of PKR [*insert*] per share. On or before [*insert date*] I will deposit PKR [*insert*] in cleared funds into the nominated bank account of the Company, being the total exercise price for the shares.

I agree to accept the shares subject to the current constitution.

Yours sincerely

[*Insert name of Option Holder*]

Address:

Date:

SCHEDULE 3
Option Certificate

OPTION CERTIFICATE

THIS IS A CERTIFICATE OF SHARE OPTIONS GRANTED BY TASDEEQ INFORMATION SERVICES LIMITED UNDER THE EMPLOYEE SHARE OPTION PLAN

Name:	**Date of grant:**
Designation:	**Number of options:**
Exercise price: PKR [*insert price*] per option	**Exercise period:** As set out in the Rules of the Employee Share Option Plan of Tasdeeq Information Services Limited ("Company")

Vesting Schedule:

The options will vest as follows:

1. [*25%*]% of the Options will vest on the date that is [*one*] year following the date of the offer letter sent in respect of the options (**Letter of Grant**); and

3. [*75*]% of the Options will vest during the period from the date that is one year following the date of the Letter of Grant to the date that is [*four*] years following the date of the Letter of Grant in equal [quarterly] amounts.

Lock-In Period:

The Option Shares, once exercised, shall be subject to a lock-in period of [●] years.

The grant of the options is subject to the terms set out in the Letter of Grant and the Rules of the Employee Share Option Plan enclosed with the Letter of Grant.

For and on behalf of Tasdeeq Information Services Limited

[*insert name*]

Director

Date:

SCHEDULE 4
Parameters Fixed by the Board

Sr	Description	Detail
1	**Vesting Period**	No Option shall vest earlier than one (1) year from its Grant Date and the total vesting period applicable to any grant shall not be less than four (4) years, unless otherwise approved by the Board or where accelerated vesting is permitted under these Rules.
2	**Exercise Price**	The Exercise Price applicable to any Option shall be determined by the Committee taking into consideration applicable legal and regulatory requirements, market practice and the objectives of the Scheme and shall not in any case be less than the par value of an Ordinary Share.
3	**Exercise Conditions**	The Committee may impose such performance-based, service-based or other objective conditions as it considers appropriate, including key performance indicators, continued employment requirements, financial targets, individual performance metrics, strategic milestones or any combination thereof.
4	**Lock-in Period**	The Committee may impose a lock-in period in respect of Option Shares issued upon exercise of Options. Any such lock-in period shall commence from the date of issuance of the relevant Option Shares.

The parameters contained in this Schedule have been determined and approved by the Board for implementation by the Compensation Committee. The Compensation Committee shall act within such parameters while administering the Scheme. Any exception, waiver, variation or departure from these parameters shall be effective only if approved by the Board upon the recommendation of the Compensation Committee.

SCHEDULE 5
The Companies (Further Issue of Shares) Regulations, 2020 (as amended from time to time)