

27th June 2018

Name : ANSHU SINGH Branch Name: 3301-Kolkata HO
Emp code: UJJ21714 State : West Bengal

Dear ANSHU SINGH,

Congratulations! You are among the select group of employees who are being granted stock options based on your performance last year.

You are an important member of **Ujjivan**. We are committed to build an outstanding Small Finance Bank and create value for all our major stakeholders. While you helped create outstanding value, through this program we would like to share this value with you.

It gives me great pleasure to inform you that you have been awarded **2210** Options under the **Ujjivan Employee Stock Option Plan 2015 “ESOP 2015- Additional Grant under ESOP 2015 scheme (2)”**. Each option entitles you to one equity share of face value of Rs.10/- each of the Company. Being an option holder, you would be entitled to become a shareholder of the Company as per the terms of the **ESOP 2015**.

The options granted would vest as specified in the Notice of Stock Option Grant attached to this letter. The options are being granted at **Rs.385.05/-** per option. The salient features of ESOP 2015 are explained in ESOP “FAQs” is enclosed. The terms and conditions are detailed in the Employee Stock Option Terms and Conditions annexed hereto.

These options are a token of our appreciation for helping Ujjivan reach its current height. However, we believe this is just the beginning and hope you will continue to contribute to Ujjivan’s success in the years to come. As the Company grows successfully, the value of these options would also increase.

We are pleased to inform you that as a part of the digital initiative we have migrated from physical documents to digital for your ease. You can signify your acceptance through the Ascent HR portal a copy of which is annexed hereto. Please note that such acceptance by you shall be treated as your deemed acceptance of the terms and conditions as mentioned under the Employee Stock Option Terms and Conditions and you shall abide and comply thereunder.

Once again, we congratulate you on your journey so far. We are pleased to share the ownership of Ujjivan with you and look forward to working with you.

With best wishes,



Ittira Davis
Managing Director and Chief Executive Officer

Annexure I

NOTICE OF STOCK OPTION GRANT

Name of the Option Grantee: ANSHU SINGH

Employee ID : UJJ21714

We are pleased to grant you options to purchase shares of *Ujjivan Financial Services Limited*, subject to the terms and conditions of ESOP 2015 and the Employee Stock Option Terms and Conditions annexed hereto. The details of the grant are as follows:

Date of Grant	27 th June 2018
Exercise price per Option	Rs.385.05/-
Number of Options granted	2210
Vesting Schedule	As explained below
Exercise period	As explained in ESOP 2015
For exercise log in to ESOP Direct portal	http://www.myesops.com
User ID	UJJ21714
One time Password	MyESOPs_1803955482
Company ID	Ujjivan

Vesting Schedule:

	Grant	Vest 1	Vest 2	Vest 3
Date	27 th June 2018	27 th June 2019	27 th June 2020	27 th June 2021
% Percentage	100%	34%	33%	33%
No. of Options	2210	751	729	730

For Ujjivan Financial Services Limited



Ittira Davis

Managing Director and Chief Executive Officer

Annexure II

Employee Stock Option Terms and Conditions

In these terms and conditions (hereinafter referred to as "**Terms and Conditions**"), any use of the words "you", "yours" or similar expressions shall mean the Option Grantee and terms such as "we", "us", "our" or similar expressions shall mean Ujjivan Financial Services Limited.

We have granted to you the **2210** Employee Stock Options as mentioned in the Grant letter addressed to you, which confer a right but not an obligation on you, to apply for certain equity shares of Ujjivan Financial Services Limited, upon the terms and conditions set forth in **Ujjivan Employee Stock Option Plan 2015 ('ESOP 2015')** and these Terms and Conditions.

1. INTERPRETATION:

- The terms used in these Terms and Conditions shall for the purposes of these Terms and Conditions, have the meanings specified in the ESOP 2015 and terms not defined in the ESOP 2015 shall have the meanings as defined under the Companies Act, 2013 along with the rules thereto and the applicable provisions, if any, of the Companies Act, 1956 as amended, modified and re-enacted till date, relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any stock exchange on which the shares would be listed or quoted in future as the case may be.
- In these Terms and Conditions, unless the contrary intention appears:
 - a. the clause headings are for ease of reference only and shall not be relevant to interpretation;
 - b. a reference to a clause number is a reference to its sub-clauses;
 - c. words in singular number include the plural and vice versa;
 - d. words importing a gender include any other gender;
 - e. reference to a schedule includes a reference to any part of that schedule which is incorporated by reference.

2. ENTIRE ARRANGEMENT:

The ESOP 2015 and Terms and Conditions are incorporated herein by reference. These Terms and Conditions and the ESOP 2015 constitutes the entire agreement between you and us with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements between you and us with respect to the subject matter hereof. We may change these Terms and Conditions at any time by updating the same on the website and you shall be bound by such amended Terms and Conditions.

The provisions of the ESOP 2015 shall *mutatis mutandis* form part of these Terms and Conditions.

3. ADMINISTRATION BY THE NOMINATION AND REMUNERATION COMMITTEE:

The Nomination and Remuneration Committee constituted by our Board of Directors have been entrusted with the administration of the ESOP 2015, which shall also determine all questions of interpretation concerning these Terms and Conditions whose determination shall be final and binding upon you.

4. TERMS AND CONDITIONS OF EMPLOYEE STOCK OPTIONS:

- The exercise price per option, vesting period, vesting conditions and exercise period will be available on the ESOP Direct Portal.
- Vesting of options will be subject to continued employment with us, and thus the options will vest on passage of time. In addition to this, the Nomination and Remuneration Committee may also specify certain performance parameters and appraisal thereof subject to which the options will vest.
- The Employee Stock Options may not be exercised if the issuance of shares upon Exercise will constitute a violation of any applicable law or in violation or breach of any provision of the ESOP 2015. Our inability to comply with any applicable laws or the provisions of

the ESOP 2015, as may be determined by the Nomination and Remuneration Committee as are necessary for the lawful issuance and sale of any equity shares, shall absolutely relieve and discharge us from any and all liability including to you in respect of the our failure to issue or sell such shares, in terms of the ESOP 2015 and these Terms and Conditions.

- As a condition to the exercise of the Employee Stock Option, the Nomination and Remuneration Committee may require you to satisfy any and all qualifications that may be necessary or appropriate, to evidence compliance with any and all applicable laws, and the provisions of the ESOP 2015 and these Terms and Conditions.
- The grant of the Employee Stock Options shall not in any manner restrict us to issue shares to any person and at such price in accordance with the applicable laws.
- You will be responsible entirely upon acceptance of these Terms and Conditions for any misuse, loss and unauthorized access. Once we receive such transmission from you, we will assume that all the terms and conditions mentioned in these Terms and Conditions are duly perused and accepted by you.
- You will not hold us responsible or liable for any losses or damages arising out of or related to any interruption, delay, breakdown, failure including technical issues in the website, and /or any consequent delay or failure in completion of any of the instruction / request or completion of the transaction.
- If you do agree with these Terms and Conditions it shall mean that you will proceed with the selection 'I agree/I accept' and thus declare to us that you wish to accept and acknowledge such terms that we are not anymore liable to you.
- Any non-acceptance of the terms of these Terms and Conditions will entail the non-commencement or the termination of these terms and contractual relationship. You declare that the acceptance by proceeding with the selection 'I agree/I accept' shall mean that you have expressly and unreservedly accepted to these terms and any amendments of same as such are notified to you Grantee by us.

5. **TAX IMPLICATIONS:**

You understand that you may be subject to payment of tax as a result of exercise of option, purchase or disposition of the shares. You hereby represent that in connection with the purchase or disposition of such shares, you are not relying on us for any tax advice or reimbursement of any taxes payable/ paid by you. The tax arising for exercise of the options will have to be paid by you at the time of making payment for exercise of options. Further, at the time Employee Stock Options are exercised, in whole or in part, or at any time thereafter, you hereby authorize us to withhold from such payment or any other amounts payable to you, to make adequate provision for, any sums required to satisfy your tax obligation, if any, which arise in connection with the Employee Stock Option, including obligations arising upon (i) the exercise of the Employee Stock Option, and/or (ii) the transfer of any shares acquired upon exercise of the Employee Stock Option.

6. **COVENANTS**

The conditions specified herein are in addition to the conditions in the contract of employment, ESOP 2015 and other agreements already entered into by you with us ('Documents'). No statement made herein will nullify the effect of statements made in the Documents and in case of conflict, the Documents shall be read together with these Terms and Conditions to bring clarity in interpretation. In case the conflict still remains unresolved, then the conditions specified in the Documents will supersede the conditions in these Terms and Conditions.

You hereby confirm that:

- i. you will comply with the employment contract/agreements made/ entered into with us;
- ii. you will not engage yourself in activities that have or will have an adverse impact on the reputation of the Company;
- iii. while during your employment with us, you will engage yourself exclusively in the work assigned by us and will not take up any independent or individual assignments, whether the same is part time or full time (in an advisory capacity or otherwise) and whether directly or indirectly;
- iv. you will not, directly or indirectly, engage in any activity or have any interest in or perform any services for any person who is

involved in activities which are or will be (in the sole opinion of the Nomination and Remuneration Committee) in conflict with our interests;

- v. in consideration of the Employee Stock Options granted to you, as also, opportunities, training and access to new techniques and know-how that have been made available to the Option Grantee, you are required to strictly abide by these Terms and Conditions and also any and all of the other terms of the undertaking executed by you in our favor; and
- vi. you will maintain as secret and confidential all Confidential Information (as defined herein) and will not use or divulge or disclose any such Confidential Information except as may be required under any obligation of law (subject to obtaining our prior written consent) or as may be required by us;

The clauses above apply to such information that we believe in our discretion to be confidential. Consequently, you understand that “**Confidential Information**” means any or all information about us that satisfies one or more of the following conditions:

- a. it has not been made generally available to the public save and except for information disclosed to the public with our prior written; or
- b. it is critical to our current or anticipated business or research and development activities or those of a customer or supplier or associate or our channel partner and the disclosure of the same will affect their competitiveness; or
- c. it either has been identified as confidential by us (either orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or
- d. it either is of a nature that it gives a distinct edge to us over competitors when not shared with the competitors, or is likely to give any advantage to the competitors or any other organization / person / group of persons when shared with the organization / person / group of persons; or
- e. it is required to be kept confidential by any requirement of law.

“**Confidential Information**” includes all trade related information, trade secrets, confidential and privileged information, customer information, employment related information, strategies, administration, research in connection with us and commercial, legal, scientific, technical data that are either provided to or made available to you by us to facilitate your work or that you are able to know or have obtained access by virtue of your employment or position with us.

By way of illustration, the following are examples of Confidential Information:

- a. computer programs, inventions, samples, designs, drawings, machines, tools, photographs, source codes, object codes, methods, concepts, formulas, algorithms, processes, technical specifications, analyses, discoveries, improvements, marketing methods, manufacturing processes, research and development information;
- b. organizational matters, business plans, company policies, sales forecasts, your and personnel information (including information pertaining to their terms of employment, experience, contact details, appraisals, performance, competencies, specialized skills / expertise, medical information, etc.);
- c. non-public financial information relating to us including our financial results for any period;
- d. our business plans including our monthly reports and estimates;
- e. current and prospective customer lists and information on customers and their employees;
- f. information relating to existing and potential intellectual property of us;
- g. dividend policy of us including the intended declaration of dividend;
- h. issue of our shares by way of public offers, private placements, rights issues, bonus issue, employee stock options;
- i. major expansion plans or execution of new projects including information concerning amalgamations, mergers, acquisitions and takeovers being planned or contemplated by us and information concerning the purchase of major equipment or property and the disposal of any of our undertakings;
- j. information relating to us regarding acquisition or loss of significant contracts, significant disputes with major suppliers, consumers or any Governmental or regulatory agency;
- k. any information that may affect the earnings / our profitability; and
- l. any other change in our policies, plans or operations;

7. NO GUARANTEE OF CONTINUED SERVICE:

- The grant of an Employee Stock Option does not form part of your entitlement to compensation or benefits pursuant to your contract of employment nor does the existence of a contract of employment give such person any right, entitlement or expectation to have an Employee Stock Option granted to you in respect of any number of shares or any expectation that an Employee Stock Option might be granted to you whether subject to any condition or at all.
- Neither the existence of ESOP 2015 nor the fact that you have on any occasion been granted an Employee Stock Option shall give such right, entitlement or expectation to you that you have or will in future have any such right entitlement or expectation to participate in ESOP 2015 by being granted an Employee Stock Option on any other occasion.
- The rights granted to you upon the grant of an Employee Stock Option shall not afford your rights or additional rights for compensation or damages in consequence of the loss or termination of your office or employment with any present or past member of the group or associated company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- Your rights and obligations under the terms of your contract of employment with any present or past member of the group or associated company shall not be affected by the grant of an Employee Stock Option or your participation in ESOP 2015.
- You acknowledge and agree that vesting of options pursuant to the ESOP 2015 is earned only by continuing as our employee and upon satisfaction of such performance and appraisal conditions as may be prescribed by the Nomination and Remuneration Committee. You further acknowledge and agree that these Terms and Conditions, the transactions completed hereunder and the ESOP 2015 do not constitute an express or implied promise of your continued employment for the vesting period, or for any period at all, and will not interfere with our right to suspend, retrench, discipline or terminate your relationship as an employee at any time with or without cause, in terms of your employment contract and applicable laws.

8. RIGHTS AS A SHAREHOLDER:

You will have no rights as a shareholder with respect to any shares covered by the Employee Stock Options until the date of allotment of the shares for which the Employee Stock Options have been exercised. No adjustment shall be made for dividend distributions or other rights for which the record date is prior to the date of such allotment.

9. You are not entitled to transfer your Employee Stock Options. In the event of your death or inability to exercise due to permanent incapacity, the options will be transferred to your nominee or legal heir in accordance with ESOP 2015. Subject to the restrictions on transfer set forth herein, these Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. TERMINATION OR AMENDMENT OF OPTION:

Subject to compliance with Applicable Laws, the Nomination and Remuneration Committee may terminate or amend the ESOP 2015 or these Terms and Conditions at any time.

11. NOTICES:

- All notices of communication required to be given by us to you by virtue of the ESOP 2015 shall be in writing. The communications shall be made by us in any one or more of the following ways:
 - a. sending communication(s) to your last registered address available in our records; or
 - b. delivering the communication(s) to you in person with acknowledgement of receipt thereof; or
 - c. emailing the communication(s) to you at the official email address provided if any by us during the continuance of employment or at the email address provided by you after cessation of employment.

- Any communication to be given by you to us in respect of ESOP 2015 shall be sent to the person at the address mentioned below:

Designation: Head HR

Address: UJJIVAN SMALL FINANCE BANK LIMITED
Grape Garden, No. 27, 3rd A Cross, 18th Main, 6th Block,
Koramangala, Bengaluru 560 095, KARNATAKA, India.

12. These Terms and Conditions and the ESOP 2015 constitute the entire understanding of the between you and us with respect to the subject matter contained herein or therein, and there are no other terms and conditions, understandings, restrictions, reorientations, or warranties as amongst you and us with respect to such subject matter other than those as are expressly set forth or provided for in these Terms and Conditions or ESOP 2015. To the extent contemplated the provisions of the ESOP 2015 and these Terms and Conditions shall survive any exercise of the Employee Stock Option and shall remain in full force and effect.

13. GOVERNING LAW AND DISPUTE RESOLUTION:

The terms and conditions of these Terms and Conditions shall be governed by and construed in accordance with the laws of India.

The mode of dispute resolution mentioned in your employment letter shall stand *mutatis mutandis* applicable to these Terms and Conditions.

Subject to the above, the Courts of Bangalore/Karnataka shall have exclusive jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of these Terms and Conditions and shall submit to the jurisdiction of the Courts of Bangalore/Karnataka in connection with these Terms and Conditions.

Nothing in this Clause will however limit our right to bring proceedings against you in connection with these Terms and Conditions:

- in any other court of competent jurisdiction; or
- concurrently in more than one jurisdiction.

14. CONFIDENTIALITY UNDERTAKING:

You specifically confirm and covenant that you are aware that the information regarding your option entitlements as contained in these Terms and Conditions is strictly confidential and that you will not reveal/ share this information with any of your peer, colleagues, co-employees or with any of our employee and/ or associate / affiliates. In case you are found in breach of this confidentiality undertaking, the Nomination and Remuneration Committee has an undisputed right to terminate your rights under the ESOP 2015 and all unexercised and unvested options shall stand cancelled immediately. The decision and judgment of the Nomination and Remuneration Committee regarding breach of this confidentiality undertaking shall be final.

You agree that you may be required to disclose your information during the process of implementation of the ESOP 2015 or while availing services relating to Employee Stock Option consulting, advisory services or ESOP management services and/ or any other such incidental services. You hereby accord your consent that such confidential information regarding your Employee Stock Option entitlements may be disclosed by us to our officers, professional advisors, agents and consultants on a need to know basis.

15. SEVERABILITY:

In the event any one or more of the provisions contained in these Terms and Conditions for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions, but these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Terms and Conditions shall be carried out as nearly as possible according to its original terms and intent.

All decisions or interpretations of the Nomination and Remuneration Committee upon any questions relating to the ESOP 2015 and these Terms and Conditions shall be binding, conclusive and final. You further agree to notify us upon any change in the residence address indicated above.