Edusys Services Private Limited
Employee Stock Option Plan, 2013

ARTICLE 1
TITLE
This Plan shall be called the Edusys Employee Stock Option Plan, 2013.

ARTICLE 2
AUTHORITY
This Plan has been adopted by the Board of Directors pursuant to resolution passed at its meeting held on 18th Jan, 2013, read with Special Resolution passed by Edusys Services Private Limited (the Company) at the annual general meeting held on 28th Sep, 2012.

ARTICLE 3
OBJECTS
The objects of the Plan are:
1) To create a sense of ownership and participation amongst the employees of Edusys Services Private Limited;
2) To motivate the employees of Edusys Services Private Limited with incentives and reward opportunities;
3) To provide means to enable Edusys Services Private Limited, its holding company and its subsidiaries (if any) to attract, retain and reward appropriate human talent in its employment and its subsidiaries, respectively; and
4) To achieve sustained growth of Edusys Services Private Limited and the creation of shareholder value by aligning the interests of the employees with the long term interests of the Company.

ARTICLE 4
DEFINITIONS & INTERPRETATIONS
I. Definitions:
In this instrument the following expressions including their grammatical variations and cognate expressions shall, unless, repugnant to the context or meaning thereof, have the meaning assigned to them respectively hereunder:

4.1 “Act” means the Companies Act, 1956 (1 of 1956) or any statutory modification or re-enactment thereof.

4.2 “Board of Directors” or “Board” means the Board of Directors for the time being of the Company or any Committee thereof and where the context so requires shall include the Board of Directors of a subsidiary company.

4.3 “Change in Capital Structure” means a change in the capital structure of the Company as a result of re-classification of Shares, splitting up of the face value of Shares, subdivision of Shares, issue of bonus Shares, conversion of Shares into other Shares or securities of the Company and any other change in the rights or obligations in respect of Shares.

4.5 “Corporate Action” means one of the following events:
(i) the merger, de-merger, spin-off, consolidation, amalgamation, sale of business, dissolution or other reorganization of the Company in which the Shares are converted into or exchanged for:
   a) a different class of securities of the Company; or
   b) any securities of any other issuer; or
   c) cash; or
   d) other property,
(ii) the sale, lease or exchange of all or substantially all of the assets or undertaking of the Company.
(iii) the adoption by the shareholders of the Company of a scheme of liquidation, dissolution or winding up.
(iv) acquisition (other than acquisition pursuant to any other sub-clause of this clause) by any company, person, entity or group of a controlling stake in the Company. For this purpose ‘Controlling Stake’ shall mean more than 50% of the voting share capital of the Company.
(v) any other event, which in the opinion of the Board has a material impact on the business of the Company.

4.6 “Employee” means any person in the bona fide permanent employment of the Employer including a managing, a whole-time director and any other director whether in the employment of such Employer or not, but shall exclude a ‘Promoter’ or any other person being part of ‘Promoter Group’ as defined in the SEBI Guidelines. ‘Employee’ shall include an employee, in India or out of India, and also prospective Employee to whom an allotment under this Plan is made subject to the condition of his taking up permanent employment.

4.7 “Eligible Employee” means an employee as determined by the ESOP Committee to be entitled to the Shares.

4.8 “Employee Stock Option Agreement” means a written agreement between the Company and an Eligible Employee with respect to a grant.

4.9 “Employer” means the Company, its holding Company or any of its subsidiary companies.

4.10 “ESOP Committee” means the Committee of the Board constituted by the Company under Article 7.

4.11 “Exercise” in relation to an Option means, making an application by an Employee to the Company for issuance of Shares, against an Option Vested in such Employee in pursuance of the Plan, accompanied by the Exercise Price payable for the Shares.

4.12 “Exercise Date” means the date on which an Optionee Exercises an Option.
“Exercise Period” in relation to an Option means the time period after Vesting within which an Employee should exercise his right to apply for a Share against an Option vested in him pursuant to the Plan.

“Exercise Price” means the price of the share payable by an Eligible Employee exercising the Option granted to him pursuant to the Plan as may be determined by the ESOP Committee.

“Fair Market Value of the Share”: means till the time shares of the Company are not listed on any Stock Exchange, the value determined by the ESOP Committee of the shares based upon the Company’s accounts for the previous three financial years, the current book value per share of the Company’s outstanding capital stock, the price at which shares of the Company's outstanding capital stock have previously been issued by the Company, the liquidation rights and other preferences to which the holders of those shares are entitled, the lack of marketability of the Shares, and such other factors that the ESOP Committee considers appropriate in good faith. The decision of the ESOP Committee shall be final and binding in all cases. In this regard, the ESOP Committee may consider determining the price through an independent valuation.

Upon listing of shares of the Company, Fair Market Value mean latest available closing price on the stock exchange on which Shares of the Company are listed, prior to the date of the meeting of the Board of Directors in which Shares are issued.

If the Shares are listed on more than one stock exchange, then the stock exchange where there is highest trading volume on the said date. If however, Share price is not quoted on a given date the share price on the immediate preceding day shall be considered as the Fair Market Value for the purpose of the Plan.

“Grant” means, any Options granted pursuant to the Plan.

“Grant Date” means the date specified in the Edusys Employee Stock Option Agreement on which a Grant is made to an Eligible Employee by the ESOP Committee.

“Holding Company” means a Holding Company as defined in the Act.

“Independent Director” means a director of the Company, not being a whole time director and who is neither a promoter nor belongs to the promoter group.

“IPO” means Initial Public Offer of the Company's shares resulting in listing of the shares on any recognised stock exchange in India.

“Optionee” means an Eligible Employee who has been granted any Option under this Plan and where the context requires shall include the guardian of an incapacitated Eligible Employee, and the nominee or legal heir of a deceased Eligible Employee.

“Option” means a right but not an obligation, granted to an Eligible Employee in pursuance of the Plan to apply for Shares at the Exercise Price upon such terms and conditions as may be specified in the Plan.

“Plan” means the Edusys Employee Stock Option Plan 2013 as set out herein and as amended or modified from time to time.
4.24 “Resultant Shares” means the Shares or other securities issued in lieu of the Shares of the Company, on any “Change in Capital Structure” or on any “Corporate Action”.

4.25 “Securities” means securities as defined in clause (h) of Article 2 of the Securities Contracts (Regulation) Act, 1956 and includes hybrids, derivatives and units or any instrument which entitles the owner to be allotted any kind of property, or payment of money in lieu thereof at a future date;

4.26 “Share” means an equity share of the Company and a security convertible into equity share and shall include American Depository Receipt (ADRs), Global Depository Receipt (GDRs) or other depository receipts representing underlying equity share or security convertible into equity share and where the context so requires shall be deemed to include the Resultant Share also.

4.27 “Subsidiary” means a subsidiary of the Company as defined in the Act.

4.28 “Superannuation” in relation to an Employee means the attainment by the Employee of such age as is fixed in the condition of service as the age on the attainment of which the Employee shall vacate his employment; and

4.29 “SEBI” means the Securities and Exchange Board of India constituted under Securities and Exchange Board of India Act, 1992.

4.30 “SEBI Guidelines” means the SEBI (Employees Stock Option Plan and Employees Stock Purchase Plan) Guidelines, 1999.

4.31 “Stock Exchange” means, a stock exchange, whether within or outside India, which is notified / recognized by any government authority as a stock exchange, for the purpose of trading in Shares/ securities.

4.32 “Surrender Value” means the amount determined in accordance with the provisions of the applicable sub-clause, as hereinafter stated:

(i) the price per Share offered, whether in cash or otherwise, to shareholders of the Company pursuant or related to a Corporate Action taking place.

(ii) if a "Corporate Action" occurs other than as described in Sub-Article (i), the Fair Market Value per Share / Option, determined by the Board of Directors, on the date of cancellation and surrender of any Options.

If the consideration offered to shareholders of the Company, in the event of a Corporate Action, consists of anything other than cash, the Board of Directors shall determine the fair cash equivalent of such part of the consideration which is offered other than by way of cash.

4.33 “Trust” means an Employee Welfare Trust (EWT) the Company may set up inter-alia for implementation, administration, financing and holding the Shares for the benefit of Eligible Employees in accordance with the terms and conditions of this Scheme.

4.34 “Vesting” means the process by which an Optionee becomes eligible to Exercise his rights to apply for Shares pursuant to the Options granted to him under the Plan.

4.35 “Vesting Date” in relation to an Option means the earliest date on which the rights under the Options may be exercised by an Optionee.

II. **Interpretation:**

In this document, unless the contrary intention appears:
a) the singular includes the plural and vice versa;
b) the word “person” includes an individual, a firm, a body corporate or unincorporated or any authority; and
c) any word or expression importing the masculine, feminine or neuter genders only, shall be taken to include all three genders.

III. Article Headings:
Article headings are for information only and shall not affect the construction of this document.

IV. References:
a) A reference to a Clause or Schedule is respectively a reference to a Clause or Schedule of this document. The Schedules to this document shall for all purposes form part of this document.
b) Reference to any Act, Rules, Statute or Notification shall include any statutory modification, substitution or re-enactment thereof.

ARTICLE 5
IMPLEMENTATION

5.1 The Plan shall be implemented by the ESOP Committee formed by the Company under the broad policy and framework laid down by the Board of Directors in accordance with the authority delegated to the ESOP Committee in this regard from time to time.

ARTICLE 6
EFFECTIVE DATE AND PLAN DURATION

6.1 The Plan shall be deemed to have come into force on the 18th Jan.______________, 2013.

6.3 If any Option granted under the Plan lapses or is forfeited under any provision of the Plan, such Option shall be available for further grants under the Plan. After the Closing Date, the Plan shall remain in effect until all the Options granted under the Plan shall have been exercised or shall have expired by reason of lapse of time or otherwise, whichever is earlier.

ARTICLE 7
CREATION OF THE TRUST

7.1 The Company may set up an EWT inter-alia for implementation of the Plan, administration of the Plan, financing and holding the Shares for the benefit of the Eligible Employees as well as for funding the employees to Exercise the Options of the Company in accordance with the terms and conditions of this Plan.

The Trust Deed will provide, inter-alia, that the Trustees would hold the funds and other assets of the Trust for implementation of the objectives of this Plan in accordance with this Plan from time to time, as may be approved by the Board of Directors.
The Trust Deed will authorise the Trustees to borrow funds from the Company, its employees, outside lenders including banks and finance companies, for the purpose of purchasing it and financing the employees to subscribe to and / or hold the Shares of the Company as permissible under law.

The Trust shall maintain accounts and shall appoint a Chartered Accountant Firm (as instructed by the ESOP Committee) to conduct an audit and provide a report on the accounts of the Trust on an annual basis.

ARTICLE 8
ESOP COMMITTEE

8.1 The Board of Directors at its meeting held on 18th Jan, 2012, has pursuant to the authority granted to it under the resolution passed by the members at the General Meeting of the Company held on 28th Sep, 2012, constituted a separate Committee of the Directors by the name of the “ESOP Committee” comprising of the following directors:

Mr. Tridibesh Satpathy

Mr. Nikhil Balaraman

Mr. ____________

Mr. ___________

8.2 The ESOP Committee shall consist of such number of persons, as the Board may deem fit from time to time, to be appointed from amongst the Directors. Provided however that independent directors as defined under the SEBI Guidelines shall constitute a majority in the ESOP Committee at the time when company goes public subject to the SEBI Guidelines and such other rules and regulations as may be in force. The Board, shall at its sole discretion, have the power to appoint any Director as a member of the ESOP Committee and to remove any such Director so appointed and appoint another in his place. Any such appointment and / or removal shall be made by a resolution of the Board. The ESOP Committee shall be entitled to invite any person to attend its meetings and participate in the discussion and deliberations if it so thinks fit. The ESOP Committee, in the exercise of its powers, may require any information from the Company, and / or seek the assistance of any Employee of the Company as it may deem fit to fully and effectively discharge its duties.

7.3 The powers of the ESOP Committee (exercised either on its own or through the EWT), *inter-alia*, include the power to:

a) determine the number of Options to be granted, to each Employee and in the aggregate, and the times at which such grants shall be made.

b) determine the Eligible Employee(s) to whom Options will be granted.

c) determine the performance criterion, if any for the Eligible Employees.

d) lay down the conditions under which Options Vested in Optionees may lapse in case of termination of employment for misconduct etc.

e) determine the Exercise Price which the Optionee should pay to Exercise the Options. The ESOP Committee may determine the Exercise Price which may be at a discount to the Market Price.
f) determine the Exercise Period within which the Optionee should Exercise the Options and that Options would lapse on failure to Exercise the same within the Exercise Period.

g) specify the time period within which the Optionee shall Exercise the Vested Options in the event of termination or resignation of an Optionee.

h) lay down the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of rights issues, bonus issues and other Corporate Action.

i) provide for the right of an Optionee to Exercise all the options Vested in him at one time or at various points of time within the Exercise Period.

j) lay down the method for satisfaction of any tax obligation arising in connection with the Options or such Shares.

k) lay down the procedure for cashless Exercise of Options, if any.

l) provide for the Grant, Vesting and Exercise of Options in case of Employees who are on long leave or whose services have been seconded to any other company or who have joined any other Subsidiary or other company at the instance of the Employer Company.

8.4 The number of members of the ESOP Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Board of Directors, subject to the SEBI Guidelines and such other rules and regulations as may be in force. The Board may further provide that the ESOP Committee shall exercise certain powers only after consultation with the Board and in such case the said powers shall be exercised accordingly.

8.5 No member of the ESOP Committee shall be personally liable for any decision or action taken in good faith with respect to the Plan.

8.6 A member of the ESOP Committee shall abstain from participating in and deciding any matter relating granting of any Option to him.

**ARTICLE 9**

**APPRAISAL AND ELIGIBILITY OF AN EMPLOYEE**

9.1 As soon as may be possible after the Plan comes into effect and at such times thereafter, as deemed fit, the ESOP Committee shall, based on the various criteria, decide on the Employees who are eligible for the Options under the Plan and the terms and conditions thereof. The Board of Directors may in its absolute discretion vary or modify such criteria and / or selection and / or the terms and conditions for granting any Option to any Employee or class of Employees.

All permanent employees (including a director, whether whole-time or not) of the Company working in India or outside India shall be eligible to participate in the Plan. Provided however that persons who are “Promoters” or part of the “Promoter Group” as defined in the SEBI Guidelines shall not be entitled to participate in the Plan.

**ARTICLE 10**

**GRANTING OF OPTIONS**
10.1 The ESOP Committee may from time to time Grant Options to one or more Employee(s), which may include recurring Options to the same Employee. The aggregate number of Shares underlying an Option that may be granted under the Plan shall be decided by the ESOP Committee / shall not exceed 2% of the paid up share capital of the Company.

10.2 Unless agreed to otherwise between the Company and any Employee, the Grant of an Option to an Employee under this Plan shall entitle the holder of the Options to apply for one Share in the Company upon payment of Exercise Price set out in this Plan. Subsequent Options may be granted at such price as may be determined by the Board.

10.3 Unless otherwise specified in the Grant Letter and / or in the Employee Stock Option Agreement, all Grants shall be deemed to have been made effective from the 1st April, 1st July, 1st October, or 1st January in each calendar year following the date of the Grant Letter. Any Grant agreed to be made to a prospective Employee upon the condition that such person becomes an Employee shall be deemed to have been granted and shall become effective on the earliest of the dates specified hereinbefore in this paragraph after the date on which such person commences employment with the Company.

10.4 Each Option granted shall be advised to the Employees in writing specifying the date, number of Options granted, the Vesting of the Option, the earliest date on which some or all of the Options under the Grant shall be eligible for Vesting, fulfillment of the performance and other conditions, if any, subject to which Vesting shall take, and the other terms and conditions thereof.

ARTICLE 11
VESTING OF OPTIONS

11.1 Unless the terms and conditions of a Grant of Option shall otherwise require, an Option granted to an employee shall entitle him to apply for the share within the Exercise Period and at an Exercise Price.

Notwithstanding anything to the contrary in this Plan, the ESOP Committee shall be entitled to make the Vesting of any or all of the Options granted to an Employee conditional upon the fulfillment of such performance criteria whether of the Employee and / or any team or group of which he is a part and / or of the Company or the Employer Company, as may be determined by the ESOP Committee or determine a vesting schedule other than that specified herein below for any employee or class of employee.

11.2 Unless otherwise specified, all Options granted on any date shall Vest in accordance with the Edusys Employee Stock Option Agreement.

It is hereby clarified that the Vesting Dates in respect of the Options granted under this Plan shall be at the sole and absolute discretion of the ESOP Committee and may vary from an Employee to Employee or any class thereof and / or in respect of the number or percentage of Options granted to an Employee.

11.3.1 On the earliest date on which any Option is eligible for the Vesting or immediately thereafter, such number or percentage of the Options as may be specified in the Grant Letter, on an automatic basis shall be deemed to have so Vested and accordingly the Optionee shall, subject to fulfillment of any other condition as may be specified under the Plan, be eligible to Exercise the said Options.
11.3.2 Out of the Options eligible for Vesting on the basis of performance parameters, if any, (other than Options which are Vested in accordance with Para 11.3.1 hereinabove) such percentage or such number of Options as may be specified by the ESOP Committee in the Grant Letter or any of the other writing, having regard to the performance of the Optionee evaluated in accordance with such performance criteria as may be laid down by the ESOP Committee, shall Vest in the Optionee.

11.4 The ESOP Committee in its absolute discretion may, for any Optionee or class of Optionees permit the Options granted, including Options which have not Vested, to be Exercised within such time and as per such terms and conditions as it may determine.

11.5 In the event of any Optionee:
   a) dying whilst in the employment or engagement of the Company; or
   b) becoming totally and permanently disabled; or
   c) attaining the age of superannuation while in service,

   the rights and obligations under the Options Vested in such Optionee shall accrue to his legal heirs or continue in his/her hands, as the case may be and the Exercise of the Vested Options shall be accelerated as setout under Article 13 of this Plan. Provided however that in any of the above cases, the ESOP Committee may in its absolute discretion permit the Exercise of any Unvested Options and / or modify the Exercise Period of any Vested Options, and the other conditions of the Grant as it may deem fit, notwithstanding anything to the contrary stated elsewhere in this Plan.

ARTICLE 12
EXERCISE OF OPTIONS

12.1 Unless otherwise specified in the Plan, Vested Options must be exercised as set out in the Grant Letter.

All Vested Options shall be respectively exercised in one or more tranches within a period of 5 (Five) years from the respective dates of Vesting, failing which the Options shall lapse.

Provided however that in case of cessation of employment, the Vested Options shall lapse / be exercised in accordance with the provisions of Sub-Article 13.1, Sub-Article 13.2 or Sub-Article 13.3, as may be applicable, of this Plan.

12.2 The Optionee may, at any time during the Exercise Period, and subject to fulfillment of the conditions on which the Options have been granted, Exercise the Options by submitting an application to the ESOP Committee of Directors to issue and allot him Shares pursuant to the Vested Options, accompanied by payment of an amount equivalent to the Exercise Price in respect of such Shares and such other writing, if any, as the ESOP Committee may specify to confirm extinguishment of the rights comprising in the Options then Exercised. In the event of Exercise of Options resulting in fractional Shares, the ESOP Committee shall be entitled to round off the number of Shares to be issued to the nearest whole number and Exercise Price shall be correspondingly adjusted.

12.3 Except as otherwise provided, payment of the Exercise Price for the Shares to be acquired pursuant to any Options shall be made either by:
   (i) cheque payable at the registered office of the Company;
(ii) the Optionee’s authority to the Company to deduct such amount from his salary due and payable;

(iii) such other consideration as may be approved by the Board from time to time to the extent permitted by applicable law; or

(iv) any combination of any two or more of the abovementioned methods.

12.4 The application shall be in such form as may be prescribed in this regard and the ESOP Committee may determine the procedure for the Exercise from time to time.

12.5 Subject to the provisions of Sub-Article 12.1 hereinabove the Optionee shall Exercise his Options only during a period of one month after the quarter ending on 31st March, 30th June, 30th September and 31st December in each year. Allotment of Shares pursuant to the Exercise of Options made during any month shall normally be made within a period of 7 (Seven) working days after the end of month in which the Options are Exercised.

Provided further that the Board / ESOP Committee is entitled to specify such other periods during which the Options may or may not be permitted to be exercised.

Provided however that in case of cessation of employment, the Optionee shall be entitled to Exercise the Options in accordance with the provision of Sub-Article 13.1 notwithstanding the Exercise Dates specified hereinabove in this Sub-Article, but subject to the provisions of any law or regulation for the time being in force.

12.6 The Optionee may appoint any person(s) as nominee(s) for the purpose of exercising the rights on his death, subject to the terms and conditions of the Plan. The Optionee shall appoint such nominee(s) by submitting a letter in the form specified by the ESOP Committee in this regard. The Optionee has the right to revoke / change such nomination. The nominee(s) shall alone be entitled to exercise the rights of the Optionee concerned in the event of the death of the Optionee.

12.7 Notwithstanding anything contained elsewhere in the Plan, the ESOP Committee and / or the Board may:

(i) not permit the Exercise of any Options (whether Vested or not) granted to an Employee, in the event of the Employee being found to be involved in fraud, misfeasance, gross negligence, breach of trust etc and in such an event the rights under the Options (whether Vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.

(ii) if the Exercise of Options within the Exercise Period, is prevented by any law or regulation in force, defer or not to permit the Exercise of Options till such time as it is prohibited by the applicable laws or regulations and in such an event the Company shall not be liable to pay any compensation or similar payment to the Optionee for any loss suffered due to such refusal.

Provided further, that the Board and / or ESOP Committee shall have the power to cancel all or any of the Options Granted under the Plan if so required under any law for the time being in force or the order of any jurisdictional court. In the event of any such cancellation, no compensation shall be payable to the Optionee for such cancelled Options.
ARTICLE 13
CESSATION OF EMPLOYMENT

13.1 In the event of an Optionee ceasing to be in the service of the Company, except due to death, or permanent disability, as provided in Sub-Article 11.5 hereinabove or due to reason stated in Sub-Article 13.2 herein below, the Option granted, to the Optionee shall be dealt with as under:

In a case where the employment of an Optionee is terminated (otherwise than by the death, disability, retirement or resignation) by the Employer, all Options which are Vested Options on the date of termination shall be exercised by the Employee within the expiry of 15 (Fifteen) days from the date of termination or the generally prescribed Exercise Period for such Options, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights thereunder shall be extinguished.

Notwithstanding anything stated hereinabove or elsewhere in the Plan, in the event of an Optionee ceasing to be in the service of the Employer, due to "Cause" all Unexercised Vested Options on the date of cessation of his employment, shall stand cancelled forthwith and that Optionee shall not be permitted to exercise any right to apply Share in respect of Options granted to him.

For the purposes of this sub-clause, date of the cessation of employment of an Optionee shall mean the date of termination of the employment specified by the Employer in the letter of termination issued to that Optionee.

"Cause" shall mean, as determined by the ESOP Committee, (i) the continued failure of the Optionee to substantially perform his duties to the Company (other than any such failure resulting from retirement, death or disability as provided below), (ii) the engaging by the Optionee in willful, reckless or grossly negligent misconduct which is determined by the ESOP Committee to be detrimental to the interest of the Company or any of its affiliates, monetarily or otherwise, (iii) fraud, misfeasance, breach of trust or wrongful disclosure by the Optionee of any secret or confidential information about the Company (iv) The Optionee is found to be or becomes of unsound mind (v) The Optionee commits an act of insolvency (vi) The Optionee is convicted by court of any offence or (vii) The Optionee found to be involved in any activity of morale turpitude.

Provided that nothing contained in Sub-Article 13.1 shall be applicable, in the event of secondment, substitution or deputation of the Optionee’s services so long as the Optionee continues to be employed by the Company.

In case of resignation by an Employee, all Options which are Vested Options on the date of resignation shall be exercised by the employee before the expiry of 15 (Fifteen) days from the date of tendering resignation or the generally prescribed Exercise Period for such Options, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights thereunder shall be extinguished.

Provided further that the ESOP Committee shall have full power and authority to relax any of the conditions and provisions of Article 13, in case of an Employee who resigns from service of the Employer to join its Holding or its Subsidiary or of its Holding Company or any Associate Company. For the purpose of this Sub-Article, 'Associate Company' shall mean any company in which not less than 25% of the equity share capital is held by the Company singly or together with its holding or subsidiary.

13.2 Notwithstanding anything elsewhere stated in this document so long as it is required by SEBI Guidelines, in the event of cessation of employment by death or permanent
incapacitation of an employee whilst in employment, all Options granted to such employee till the date of death or permanent incapacitation, shall vest in him on that day. In case of the death or permanent incapacitation of any Employee, all Options which are Vested Options on the date of death or permanent incapacitation shall be exercised by the nominee / beneficiary, or the legal heir or such Employee or his legal guardian, as the case may be, before the expiry of 6 (Six) months from the date of the death or permanent incapacitation of such Employee or the generally prescribed Exercise Period for such Options, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights thereunder shall be extinguished.

13.3 In case of superannuation of an Employee all Unvested Options on the date of the superannuation shall lapse, unless otherwise decided by the ESOP Committee (which decision shall be taken by the ESOP Committee at its sole discretion), and in such case the Employee shall exercise the vested Options in the manner laid down in Sub-Article 13.1 above.

ARTICLE 14
TERMS AND CONDITIONS OF SHARES

14.1 All Shares acquired under the Plan will rank pari passu with all other Shares of the Company for the time being in issue, save as regards any right attached to any such Shares by reference to a record date prior to the date of allotment. Dividend in respect of Shares allotted on Exercise of the Options shall be payable pro-rata from the date of allotment.

14.2 Neither an Optionee, nor his successor in interest, shall have any of the rights of a shareholder of the Company with respect to the Shares for which the Option is exercised until such Shares are allotted by the Company.

ARTICLE 15
CHANGE IN CAPITAL STRUCTURE OR CORPORATE ACTION

15.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the ESOP Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of ‘Change in Capital Structure’ or a ‘Corporate Action’ as defined herein.

15.2 If there is a ‘Change in the Capital Structure of the Company’ before the Options Granted under this Plan are exercised, the Employee shall be entitled on Exercise of the Options, to such number of Resultant Shares to which he would have been entitled as if all then outstanding Options exercised by him, had been exercised before such ‘Change in the Capital Structure’ had taken place and the rights under the Options shall stand correspondingly adjusted.

15.3 The Shares in respect of which the Options are granted, are Shares as presently constituted. But if and when, prior to the expiry of the Exercise Period there is a ‘Change in the Capital Structure’ of the Company, the number of Resultant Shares with respect to which the Options may thereafter be exercised shall, in the event of:

i) an increase in the number of Resultant Shares, be proportionately increased, and the Exercise Price, be proportionately reduced.

ii) a reduction in the number of Resultant Shares, be proportionately reduced, and the Exercise Price, be proportionately increased.
Provided further that in case the provisions of applicable law restrict / prohibit the
issue of shares at a discount to its par or other value, the Exercise Price shall not be
less than such amount as prescribed under such law.

15.4 In the event of 'Corporate Action', the ESOP Committee, at least seven days prior to
any 'Corporate Action' or sixty days thereafter, acting in its absolute discretion with
or without the consent or approval of the Employee, as it may deem fit, shall in
respect of the outstanding Options act on any of the following alternatives:-

i) Provide that on any Exercise of Options hereafter, the Optionee shall be entitled
to the Shares and / or Resultant shares as if the Optionee had been a Holder of
the Shares on the date of the Corporate Action.

ii) Make such adjustments to the Options outstanding to reflect the 'Corporate
Action', as may be necessary.

iii) Substitute the Options granted, by fresh Options whether in the Company or
another Company, which have substantially the same terms as the Options
granted under this Plan.

iv) Accelerate the Vesting and / or the Exercise of the Options so that the Options
are to be compulsorily exercised before the date specified
by the ESOP
Committee, failing which they shall lapse.

v) Require the mandatory surrender to the Company, by all or some of the
Optionee, of all or some of the outstanding Options, irrespective of whether, the
Options, have Vested or not, as on that date. In such an event the ESOP
Committee shall pay to such Employee an amount, in cash or otherwise, per
Option, as the case may be, of the "Surrender Value" after deducting the
balance Exercise Price payable, if any.

Provided, however, unless specifically agreed otherwise upon by the ESOP
Committee, all Unvested Options on the date of any Corporate Action as envisaged
above, shall lapse and the Optionee shall not be entitled to any compensation of any
nature whatsoever.

15.5 Where the Company makes a further issue of capital upon which all the existing
Shareholders of the Company are offered a right to subscribe for the further issue of
capital at a price lower than the Fair Market Value, (hereinafter called “the Rights
issue”), the Board may in its absolute discretion, permit the Employees to subscribe
pro-rata to the additional Shares on the same terms and conditions as the right issue,
as if all the Options not exercised by him had been exercised by him before such
“Change in the Capital Structure” of the Company, had taken place. Such newly
subscribed Shares or other securities shall be issued on such terms and conditions as
may be determined or deemed fit by the Board.

Notwithstanding anything contained herein above and in the alternative, in the event
the Company comes out with a rights issue and / or announces bonus shares, the
ESOP Committee shall have the right to cancel all or part of the outstanding Grants
whether Vested or Unvested and / or make fresh grants on terms not prejudicial to the
employees including allowing the employees to accelerate the Vesting to enable
them to exercise the Options such that the Employees can participate in the rights and
/ or bonus issue in the same manner as the other eligible shareholders.
ARTICLE 16
AMENDMENT OR TERMINATION OF THE PLAN

16.1 The Board of Directors in its absolute discretion may from time to time amend, alter or terminate the Plan or any Grant or the terms and conditions thereof, provided that no amendment, alteration or termination in any Grant previously made may be carried out, which would impair or prejudice the rights of the Optionee without the consent of the Optionees.

Provided further, that the Board will not, without the approval of the shareholders, amend the Plan to increase the aggregate number of Shares which may be issued pursuant to the provisions of the Plan on Exercise or surrender of Options or upon Grants except as otherwise stated elsewhere in this Plan.

16.2 Without prejudice to the above, the Board of Directors, may, without any reference to or consent of the Employee concerned, amend the Plan or Grant or any Agreement to comply with any law, regulation or guideline, which is or may hereinafter, become applicable to this Plan.

ARTICLE 17
OTHERS

17.1 No Right to an Option:

Neither the adoption of the Plan nor any action of the Board of Directors or ESOP Committee shall be deemed to give an Employee any right to be granted any Option or to acquire Shares or to any other rights, nor shall it create any right in any employee to claim any Option as a matter of right.

17.2 No Employment Rights Conferred:

Nothing contained herein or in any Option granted to an employee shall:

(i) give or confer upon such employee any right for continuation of any employment with his employer, or

(ii) interfere in any way with the right of the Employer to terminate the employment of such employee at any time and for any reason whatsoever.

17.3 Tax Deduction at Source and Tax Recovery:

The Company shall have the right to deduct all taxes payable either by the Employee / Optionee, in connection with all Grants / Options / Shares under this Plan, by way of deduction at source from salary and in addition to require any payments necessary to enable it to satisfy such obligations.

The Optionee will also as a condition of the Plan authorise the Company or its nominee to sell such number of Shares as would be necessary to discharge the obligation in the respect of such taxes and appropriate the proceeds thereof on behalf of the Optionee.

17.4 No Restriction of Corporate Action:

The existence of the Plan and the Grants made hereunder shall not in any way effect the right or the power of the Board of Directors or the shareholders or the Company
to make or authorise any ‘Change in Capital Structure; including any issue of shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof.

Nothing contained in the Plan shall be construed to prevent the Company from taking any Corporate Action which it deems appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Grant made under the Plan. No Employee or other person shall have any claim against the Company as a result of such action.

17.5 Confidentiality:

The Optionee shall ensure complete confidentiality in respect of all documents, matters and discussions in relation to the Plan. Any violation may result in cancellation of the offer without prejudice to the other action, which may be taken in this regard.

17.6 Insider Trading:

The Optionee shall ensure that there is no violation of applicable regulations for the prevention of “insider trading” in Shares and securities and for prevention of Fraudulent and / or Unfair Trade Practices relating to the securities market.

The ESOP Committee shall be entitled to frame such rules, regulations as may be necessary to ensure that there is no violation of the above referred regulations and / or practices.

The Optionee shall indemnify and keep indemnified the Company / Board / Trust / Committee in respect of any liability arising as a result or consequence of the violation of the above provisions by the employee.

17.7 New Plans:

Nothing contained in the Plan shall be construed to prevent the Company directly or through any Trust settled by the Company, from implementing any other new plan for granting stock options and /or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the Plan or any Grant made under the Plan. No Employee or other person shall have any claim against the Company and / or Trust as a result of such action.

17.8 Issues:

In respect of any issues arising in respect of the Plan, the decision of the Board of Directors shall be final and binding on all concerned.

17.9 Restriction on transfer of Option:

An Option shall not be transferable and shall be exercisable during Exercise Period only by such Optionee or in case of death, by the legal heirs of the deceased Optionee. An Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner except where required by the ESOP Committee / EWT.
17.10 **Option Agreement:**

Each Option shall be evidenced by terms and conditions as may be stipulated by the Company.

17.11 **Plan severable**

This Plan constitutes the entire document in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

In the event that any term, condition or provision of this Plan being held to be a violation of any applicable law, statute or regulation the same shall be severable from the rest of this Plan and shall be of no force and effect and this Plan shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Plan.

17.12 **Dividend:**

An Optionee shall be entitled to receive any dividend declared by the Company in respect of the Shares issued pursuant to the Options granted to him, provided that the Optionee has exercised the Options and has become a registered shareholder of the Company.

17.13 **Arbitration**

All disputes arising out of or in connection with the Plan or the Grant shall be referred to for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Bangalore, India.

17.14 **Governing Laws:**

The Plan shall by construed in accordance with the laws of India and subject to the jurisdiction of Court in Bangalore, India only.

IN WITNESS WHEREOF THE following Directors of the Company have hereunto set their respective hands and seal on the 18th Jan, 2013.

**SIGNED BY THE WITHINAMED**

Directors of Edusys Services Private Limited.

1. Tridibesh Satpathy
2. Nikhil Balaraman

in the presence of Thomas K Joseph