

# **CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING** **AND CODE OF FAIR DISCLOSURE AND CONDUCT**

**Commissioned by:** Secretarial Department

**Approved by:** Board of Directors

**Effective date:** 30<sup>th</sup> April 2025

## **Document Version Control**

Version	Date	Document by	Reviewed by	Remarks
1.0	20 <sup>th</sup> July 2023	Lakshmi R N	Lakshmi R N	New Policy
2.0	30 <sup>th</sup> April 2025	Sanath Kumar D Rao	Lakshmi R N	<ul style="list-style-type: none"><li>• <b>Clause 4(u):</b> Amended the definition of relative.</li><li>• <b>Clause 4(z):</b> Expanded the definition of UPSI</li><li>• <b>Clause 8:</b> Under legitimate purpose, added a para stating UPSI shall be made in SDD within 2 Calendar days if the UPSI is not emanating within the organization.</li><li>• <b>Clause 3 (Part B):</b> Trading plan timeline modified from 6 months to 120 days and also included the minimum details to be submitted along with the trading plan.</li></ul>

## **CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING**

### **1. Introduction**

Bank endeavours to preserve the confidentiality of UPSI (*as hereinafter defined*) and to prevent misuse of such information. The Bank is committed to high standards of corporate governance, transparency and fairness in dealing with its shareholders and in ensuring adherence to all applicable laws and regulations.

Regulations make it mandatory for every listed public company to lay down a “Code of Conduct” to be observed by its directors, officers, employees and other connected persons and their relatives.

This Code shall be known as “Code of Conduct for Prevention of Insider Trading of Jana Small Finance Bank Limited” (“Code”) made pursuant to Regulation 9 of the SEBI (Prohibition of Insider Trading) Regulations, 2015 (“PIT Regulations”). The Code shall be effective from the date of Board’s approval.

The Code shall be applicable to the Bank, Promoters, Directors, Key Managerial Personnel, Employees and Designated Persons of Jana Small Finance Bank Limited.

This document embodies Bank’s Code and encapsulates the restrictions, formats and rules of conduct to be followed by the Bank’s Employees and Connected Persons, and is intended to serve as a guiding charter for all persons associated with its functioning. It is necessary that all Bank Employees and Connected Persons are fully aware of the provisions of this Code. This Code is in addition to, and not in substitution of the Regulations, and it is important that Bank’s Employees and the Connected Persons are aware of and comply with the provisions of the Regulations as well.

The procedures and guidelines contained herein are intended to deal with the most common practical implications of the above principles, but they cannot deal specifically with every potential situation that may arise. Where any Bank’s Employee and Connected Person is in doubt as to how a particular situation should be dealt with under this Code, he may consult with the Compliance Officer (*as hereinafter defined*)

### **2. Objective of this Code of Conduct**

To encapsulate the restrictions, formats and rules of conduct to be followed by Bank’s Employees (*as hereinafter defined*) and Connected Persons (*as hereinafter defined*), and to serve as a guiding charter for all persons associated with its functioning. It is necessary that all Bank Employees and Connected Persons are fully aware of the provisions of this Code.

The purpose of this code is to elucidate and inform to all Bank employees and Designated Persons of the Bank that they have a responsibility and duty to preserve the confidentiality of all unpublished price sensitive information obtained in the course of his or her day to day operations and association with the Bank. No Employee and Designated Person may use his or her position to gain personal benefit or to provide benefit to any third party.

### 3. Amendments

This Code shall be reviewed from time to time with and amendments or modifications in this Code shall be subject to the review and approval by the Board of Directors of the Bank.

In case any amendments, clarifications, circulars and guidelines as issued by the regulatory body(ies)/ authority(ies) and such amendments, clarifications, circulars and guidelines are not consistent with the requirements specified under this Code, then the provisions of such amendments, clarifications, circulars and the guidelines shall prevail and accordingly this Code shall stand amended effective from the date as laid down under such amendments, clarifications, circulars and guidelines.

### 4. Definitions – in context to this Code

- a. **“Act”** means the Securities and Exchange Board of India Act, 1992 (15 of 1992), as may be amended from time to time;
- b. **“Bank”** means Jana Small Finance Bank Limited
- c. **“Bank’s Employee(s)”** means collectively all the employees, Directors, Founder of the Bank, and includes all Deemed Bank Employees;
- d. **“Board”** means the Securities and Exchange Board of India;
- e. **“Board of Directors”** means the board of directors of the Bank;
- f. **“Compliance Officer”** means the Officer appointed by the Bank as Compliance Officer pursuant to Regulation 2 of the SEBI (Prohibition of Insider Trading) Regulations, 2015.
- g. **“Connected Person”** shall have meaning assigned to it under the PIT Regulations
- h. **“Contra Trade”** Any buy/sell trade, undertaken by a Designated Person (DP) and their immediate relatives, within 6 months of an earlier sell/buy trade, respectively, where both the trades have been done in open market.
- i. **“Dependent(s)”** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities.
- j. **“Designated Person(s)”** shall include
  - i. Promoters of the Bank;
  - ii. Directors of the Bank;
  - iii. Key managerial personnel defined under the Companies Act, 2013 (“KMP”) of the Bank;
  - iv. Any support staff of the Bank, its Holding Company, intermediary and fiduciary such as Employees of Accounts, Finance, Legal, Secretarial, Compliance departments of the Bank who have access to Unpublished Price Sensitive Information;
  - v. Employees up to two levels below Chief Executive Officer of the Bank, intermediary and fiduciary irrespective of their functional role in the Bank or ability to have access to UPSI, if not covered above, and

- vi. Any other employee of the Bank, intermediary and fiduciary who on the basis of their role and function in the Bank, is reasonably expected to have access to UPSI relating to the Bank, as may be decided by the Board of Directors in consultation with the Compliance Officer, from time to time.
- k. **"FINTRAK Application"** In compliance with the Regulations, Bank has implemented a software in order to maintain a structured digital database, as required under the Code of Fair Disclosure and Conduct, and monitoring of the Insider Trading in the Bank;
- l. **"Generally Available Information"** means information that is accessible to the public on a non-discriminatory basis;
- m. **"Immediate Relative"** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities;
- n. **"Insider"** means any person who is:
  - i. a Connected Person; or
  - ii. in possession of or having access to UPSI;
- o. **"Legitimate Purpose"** shall include sharing of UPSI in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations;
- p. **"Material financial relationship"** shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm's length transactions.
- q. **"Promoter"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- r. **"Promoter Group"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- s. **"Proposed to be listed"** shall include securities of an unlisted company:
  - i. if such unlisted company has filed offer documents or other documents, as the case may be, with the Board, stock exchange(s) or registrar of companies in connection with the listing; or
  - ii. if such unlisted company is getting listed pursuant to any merger or amalgamation and has filed a copy of such scheme of merger or amalgamation under the Companies Act, 2013;
- t. **"Regulations"** means Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, *as amended from time to time*;

u. **"Relative"** shall mean the following:

- i. spouse of the person;
- ii. parent of the person and parent of its spouse;
- iii. sibling of the person and sibling of its spouse;
- iv. child of the person and child of its spouse;
- v. spouse of the person listed at sub-clause (iii); and
- vi. spouse of the person listed at sub-clause (iv)

v. **"Securities"** includes the securities of the Bank and shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund;

w. **"Trading"** means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities, and "trade" shall be construed accordingly ;

x. **"Trading day"** means a day on which the recognized stock exchanges are open for trading;

y. **"Trading Window"** means the period determined by the Compliance Officer, within which the Designated Persons are permitted to Trade.

z. **"Unpublished Price Sensitive Information" or "UPSI"** means any information, relating to the Bank or Securities, directly or indirectly, that is not generally available information, and which upon becoming generally available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to the following:

- i. financial results;
- ii. dividends;
- iii. change in capital structure;
- iv. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business [award or termination of order/contracts not in the normal course of business] and such other transactions;
- v. changes in key managerial personnel [other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor];
- vi. change in rating(s), other than ESG rating(s);
- vii. fund raising proposed to be undertaken;
- viii. agreements, by whatever name called, which may impact the management or control of the company;
- ix. fraud or defaults by the company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India or abroad;
- x. resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions;
- xi. admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the

Insolvency and Bankruptcy Code, 2016;

- xii. Initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/siphoning or diversion of funds and receipt of final forensic audit report;
- xiii. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;
- xiv. outcome of any litigation(s) or dispute(s) which may have an impact on the company;
- xv. giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;
- xvi. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

Explanation 1- For the purpose of sub-clause (ix):

- a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.
- b. 'Default' shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2- For identification of events enumerated in this clause as unpublished price sensitive information, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time and materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.]

**NOTE:** It is intended that information relating to a company or securities, that is not generally available would be unpublished price sensitive information if it is likely to materially affect the price upon coming into the public domain. The types of matters that would ordinarily give rise to unpublished price sensitive information have been listed above to give illustrative guidance of unpublished price sensitive information.

Words and expressions used and not defined in this Code shall have the meanings assigned to them in the Act, Depositories Act, 1996, Companies Act, 2013, Securities Contract (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislation.

Terms expressed under this code but not defined shall have the same meaning assigned to them in the Companies Act, 2013 and or/ any SEBI Regulations.

## **5. Role of Compliance Officer**

The Company Secretary of the Bank shall act as the Compliance Officer and Chief Investor Relations Officer of the Bank for the purpose of this Regulation. He/ she shall:

- a. report to the Board of Directors and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors of the Bank at such frequency not more than a year, as stipulated by the Board of Directors of the Company;
- b. assist all the employees by addressing any grievances and clarifications regarding Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;
- c. disseminate the UPSI that gets disclosed selectively, inadvertently, or otherwise to make such information generally available;
- d. ensure the UPSI shared with the analysts and research personnel is not UPSI;
- e. ensure the UPSI is shared with Insiders on need-to-know basis.
- f. Grant relaxation from strict application of restrictions on execution of contra trade, provided that such relaxation shall not violate the provisions of the Regulations.
- g. Intimate the stock exchange on receipt of the disclosures under this Code, wherever applicable.

## **6. Chinese Walls**

- i. Additionally, while dealing with or handling UPSI within the Bank, the Bank shall establish policies, procedures and physical arrangements (collectively “Chinese Walls”) designed to manage confidential information and prevent the inadvertent spread and misuse of UPSI, or the appearance thereof.
- ii. Chinese Walls shall be used to separate areas that have access to UPSI (“Insider Areas”) from those who do not have such access (“Public Areas”) within the Bank.
- iii. Where Chinese Walls arrangements are in place Bank’s Employees working within an Insider Area are prohibited from communicating any confidential information or UPSI to Bank’s Employees in Public Areas without the prior approval of the Compliance Officer.
- iv. The Bank’s Employees within a Chinese Wall have a responsibility to ensure the Chinese Wall is not breached deliberately or inadvertently. Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.
- v. A Bank’s Employee may cross the Chinese Wall to enter the Insider Areas only with the prior approval of the Compliance Officer, and would be subject to all restrictions that apply to such areas.
- vi. The establishment of Chinese Walls does not suggest or imply that UPSI can circulate freely within Insider Areas.

## **7. Preservation of Price Sensitive Information**

The Designated Persons shall not communicate, provide, procure or allow access to any UPSI relating to the Bank and it’s listed/ proposed to be listed securities, to or from any person including other insiders except where such communication is in furtherance of legitimate

purposes, performance of duties or discharge of legal obligations.

The UPSI shall not be shared with analysts and other investors. For the queries on news reports and requests for verification of market rumors by regulatory authorities, appropriate clarifications/ responses shall be given by the Bank.

## **8. Policy on Legitimate Purpose**

Legitimate Purpose of sharing UPSI shall include sharing the UPSI by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors and auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations.

Sharing of relevant UPSI with persons, such as potential customers, other Banks, joint venture partners and vendors who have expressly agreed by way of Non-disclosure Agreement. Further, any person who receives such information shall not transact in the Bank's securities on the basis of such information.

Any person in receipt of UPSI pursuant to a "Legitimate Purpose" shall be considered an "insider" for the purposes of the Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Regulations.

The Bank shall maintain a Structured Digital Database ("SDD"), containing the nature of the UPSI and the names of such persons who have shared the information and also the names of such persons with whom information is shared under this Regulation along Permanent Account Number ("PAN") or any other identifier authorized by law where PAN is not available.

**The entry of the UPSI shall be made in SDD within 2 Calendar days if the UPSI is not emanating within the organization.**

The SDD shall be maintained internally and shall not be outsourced. SDD shall be preserved for a period of not less than eight years after the completion of relevant transactions and in the event of receipt of any information from the Board regarding any investigation or enforcement proceedings, the relevant information in the SDD shall be preserved till the completion of such proceedings.



## **SCHEDULE I**

### **CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION**

1. Disclosure of the UPSI promptly, no sooner than credible and concrete information comes into being in order to make such information generally available that will impact the price of the listed securities of the Bank.
2. Avoidance of selective disclosure by adoption of uniform and universal dissemination of UPSI.
3. Company Secretary/ Compliance Officer of the Bank to deal with dissemination of information and disclosure of UPSI.
4. In the event of selective disclosure of an UPSI due to inadvertence or otherwise, such UPSI shall be promptly disclosed in the public domain and made generally available.
5. Transcripts or record of proceedings of meetings with analysts and other investor relations conference shall be made available on the official website of the Bank
6. UPSI shall not be disclosed to the analysts and other investor relations during the earnings call or conference call.
7. Disclosure of UPSI on need to know basis.

## **SCHEDULE II**

### **MINIMUM STANDARDS FOR CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS**

1. The Compliance Officer of the Bank shall report to the Board of Directors and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors, but not less than once in a year.
2. All information shall be handled within the Bank on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
3. Designated Persons and immediate relatives of designated persons in the Bank shall be governed by the internal code of conduct governing dealing in securities.
4. Trading Window: The Compliance Officer of the Bank is authorized to close the Trading Window, when the designated persons or class of Designated Persons are reasonably expected to have possession of the UPSI and such closure shall be for the securities for which such UPSI relates to. **If any UPSI is not emanating within the organization then the bank may not close the trading window for the same.**
5. The Designated Persons and their immediate relatives shall not trade in securities when the Trading Window is closed.
6. The Trading Window shall be closed during the time of following matters and which if published is likely to materially affect the price of the listed Securities of the Bank:
  - a. Financial Results;

- b. Dividends;
- c. Change in capital structure;
- d. Mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
- e. Changes in Key Managerial Personnel {other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;}.
- f. change in rating(s), other than ESG rating(s);
- g. fund raising proposed to be undertaken;
- h. agreements, by whatever name called, which may impact the management or control of the company;
- i. fraud or defaults by the company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India or abroad;
- j. resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions;
- k. admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016;
- l. initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;
- m. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;
- n. outcome of any litigation(s) or dispute(s) which may have an impact on the company;
- o. giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;
- p. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

#### **1. Trading restriction period:**

Trading restriction period shall be applicable from the end of every quarter and upto 48 (Forty eight) hours after the declaration of financial results. The gap between clearance of accounts by the Audit Committee and Board Meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

The Compliance Officer may determine the re-opening of the Trading Window, such time shall not be earlier than 48 (Forty eight) hours.

#### **2. Pre-Clearance of Trades:**

- a) The Designated Persons intending to trade in the securities of the Bank shall obtain pre-clearance from the Compliance Officer of the Company that he/she is not in possession

of any UPSI as per Annexure –1 of this Code. The Compliance Officer shall have regard to whether any such declaration is reasonably capable of being rendered.

- b) The Designated Persons shall execute the trades within 7 (Seven) trading days from the date of obtaining pre-clearance from the Compliance Officer.
- c) The Designated Persons shall obtain a fresh pre-clearance from the Compliance Officer, provided the trades are not executed within the above given time.
- d) The Designated Persons shall not execute a contra trade within a period of 6 (Six) months from the date of executing the prior transaction.
- e) The necessitated trading in securities, as a result of personal emergency of the Designated Partner, may seek the waiver by making an application in Form D – Application for Waiver of minimum holding period to the Compliance Officer for the above mentioned holding period. The Compliance Office record the reasons for waiver in writing, if such waiver has been granted to the Designated Persons.
- f) The restrictions are not applicable for the approved trading plans.
- g) The exercise of Stock Options shall not be considered to be “Trading” except for the purpose of disclosures of trading by the Insiders and hence the restrictions relating to execution of contra trade for 6 (Six) months shall not be applicable to the shares arising out of exercise of stock option. However, other provisions of the Regulations and this Code shall apply to the sale of Securities so acquired by way of exercise of Stock Option.

### 3. Trading Plan:

The Insiders shall formulate a Trading Plan and shall be presented to the Compliance Officer for review and approval. The approved trading plans shall be disclosed to the public. Pre-clearance of trades shall not be required for a trade executed as per an approved trading plan. Trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

The Trading Plan shall adhere to the following:

- a) Trading Plan shall not necessitate the commencement of trading on behalf of the Designated Persons/ Insiders earlier than one twenty days from the public disclosure of the Plan.
- b) Not necessitate the overlapping with the existing trading plan.
- c) Trading Plan shall entail either or all of the following:
  - i. either the value of trade to be effected or the number of securities to be traded;
  - ii. nature of the trade;
  - iii. either specific date or time period not exceeding five consecutive trading days;
  - iv. price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
    - a. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;

- b. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price.

The compliance officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

#### **4. Disclosures:**

##### **a. Initial Disclosures:**

Securities held by on appointment as Director or a Key Managerial Personnel or upon becoming a promoter or member of the promoter group shall be forwarded to the Compliance Officer of the Bank within 7 (Seven) days from the date of appointment or upon becoming a promoter or member of the promoter group in Form – A –Initial Disclosure.

##### **b. Continual Disclosures:**

A disclosure on acquisition or disposing of the securities of the Bank shall be forwarded to the Bank by the Designated Persons, within 2 (Two) trading days of such transaction, if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value of in excess of Rs. 10,00,000/- (Rupees Ten Lakhs only) in Form B – Continual Disclosure. (Form C in FINTRAK application)

##### **c. Annual Disclosures:**

Every Promoter, a member of Promoter Group, concerned employees, Directors and Key Managerial Personnel of the Bank shall be required to forward the Annual Disclosure on holdings in Securities of the Bank and their immediate relatives in Form C (Form E in FINTRAK) – Annual Disclosure, as on March 31st of every year within 30 (Thirty) days of end of every financial year i.e., April 30th of every year.

Names and Permanent Account Number or any other identifier authorized by law of the following persons shall be disclosed to the Bank, on an annual basis and as and when the information changes:

- Immediate Relatives;
- Persons with whom such Designated Person(s) shares a material financial relationship;
- Phone, mobile and cell numbers which are used by them.

#### **5. Protection against Retaliation and Victimization**

The Designated Persons who submits a Voluntary Information Disclosure Form to the Board regard to an Insider Trading Transaction, shall not be discharged, terminated, demoted, suspended, threatened, harassed, directly or indirectly or discriminated irrespective of whether the information is considered or rejected by the Board or he or she is eligible for reward under the Regulations by reason of:

- filing a Voluntary Information Disclosure Form under the PIT Regulations;

- testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or
- breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any Designated Person from cooperating with SEBI in any manner.

## **6. Leakage of UPSI**

In case of any leak or suspected leak of Bank's UPSI, the Managing Director of the Bank together with the Compliance Officer (where such leakage is determined suo moto) or the Audit Committee (where such leakage is intimated to the Audit Committee by a whistle blower), shall hold an inquiry into the same and provide a report thereon to the Board of Directors which shall also include corrective measures taken for preventing such leakage in future. The Managing Director/ Compliance Officer/ Chairman of Audit Committee/Chief Financial Officer ("Authorised Persons") may hold the inquiry procedure as stated below.

- i. The complaints regarding leak or suspected leak of UPSI will be reviewed by the Authorised Persons. If an initial review by the Authorised Persons indicates that the said complaints do not have basis or it is not a matter to be investigated under this Code, it may be dismissed at initial stage and the decision thereon shall be recorded. All such cases shall be reported to the Audit Committee at its next meeting held thereafter.
- ii. The Authorised Persons may make further investigation, if necessary and provide an update to the Board of Directors in this regard. The Authorised Persons may appoint one or more persons/entities, including external consultant(s), to investigate or assist in the investigation of any instance of leak or suspected leak of UPSI and such person shall submit the report to the Authorised Persons.
- iii. The Authorised Persons shall endeavor to complete the investigation within 60 days of the receipt of the complaint of leak or suspected leak of UPSI or such instance coming to the knowledge of Authorised Persons, as the case may be. Where the Authorised Persons require additional time to complete the inquiry, they may, where necessary, provide an interim update to the Audit Committee/Board of Directors.
- iv. The Authorised Persons will make a detailed written record of investigation of each instance of leak or suspected leak of UPSI. The record will include facts of the matter, finding of the investigation, Disciplinary or any such actions to be taken against any person and the corrective actions required to be taken in this regard.
- v. The details of inquiries made under this Code along with the results of such inquiries shall be informed to the Audit Committee and Board of Directors of the Company. Further, the Bank shall promptly inform the Board of such leaks, inquiries and results thereof.

## **7. Penalty for contravention of the Code**

All the Designated Persons shall be individually responsible for complying with the provisions of the Regulations and the Code to the extent applicable.

## **8. Directors/ Key Managerial Personnel**

Any Director/ Key Managerial Personnel, who violates the Code shall be subject to disciplinary action, as may be deemed fit by the Board of Directors of the Bank.

## **9. Employees**

Employee who violates the Code shall be subject to disciplinary action, which may include freeze on emoluments or suspension/termination of service/contract, or any other action as may be deemed fit by the Board of Directors.

Further, the actions by the Bank shall not preclude Securities and Exchange Board of India from taking any action for violation of the Regulations.

## **10. Website**

As per the provisions of the Regulations, the Code shall be on the website of the Bank

## **11. Contact details**

Any questions or clarifications about the Code should be referred to the Compliance Officer, who is in charge of administering, enforcing and updating the Code.

**Form A****INITIAL DISCLOSURE****SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1) (b) read with Regulation 6(2)]**

Name of the company : Jana Small Finance Bank Limited

ISIN of the Company : .....

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relative of such person and by other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN & Address, contact nos.	Category of Person (KMP / Director or Promoter or member of the Promoters' Group/ immediate relative to/others etc.)	Date of appointment of KMP/ Director/OR Date of becoming Promoter/ member of promoter group	Securities held at the time of appointment KMP/Director or upon becoming Promoter/member of promoter group		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures, Right entitlements, etc.)	No.	
1	2	3	4		5

Note: "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of Open Interest (OI) in derivatives of the company held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract specifications	Number of units (contracts*lot size)	Notional value in rupee terms	Contract specifications	Number of units (contracts*lot size)	Notional value in rupee terms
6	7	8	9	10	11

Note: In case of Options, notional value shall be calculated based on premium plus strike price of option

Date:

Place:

Name &amp; signature

Designation

## CONTINUAL DISCLOSURE

Name of the company : Jana Small Finance Bank Limited  
ISIN of the Company : .....

Name, PAN, CIN/DIN, & address, contact nos.	Category of Person (Promoters/member of the promoter group / designated person / Directors/immediate relative to/others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public/rights/preferential offer / off market/ Inter-se transfer, ESOPs etc.)	Exchange on which the trade was executed
		Type of security (For eg: Shares,Warrants, Convertible Debentures,	No. and % of shareholding	Type of security (For eg. – Shares, Warrant, Convertible	No.	Value	Transaction Type (Purchase/ sale Pledge / Revocati	Type of security (For eg.Shares , Warrants ,	No. and % of shareholding	From	To			



		<b>Rights entitlements etc)</b>		<b>Debentures, Rights entitlements etc.)</b>			<b>on / Invocation/ Others please specify)</b>	<b>Convertible Debentures, Rights entitlements etc.)</b>						
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.

Note: (i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015. (ii) Value of transaction excludes taxes/brokerage/any other charges

**Details of trading in derivatives on the securities of the company by Promoter, member of the promoter group, designated person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2).**

Trading in derivatives (Specify type of contract, Futures or Options etc.						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contract* lot size)	Notional Value	Number of units (contract* lot size)	
16.	17.	18.	19.	20.	21.	22.

Note: In case of Options, notional value shall be calculated based on Premium plus strike price of options.

**Date:**

**Place:**

**Name & signature**

**Designation**

**Form C**  
**ANNUAL DISCLOSURE**

Date: \_\_\_\_\_

The Compliance Officer

Jana Small Finance Bank Limited ("Bank")

The Fairway Business Park, First Floor,

Survey No.10/1, 11/2 & 12/2B,

Off Domlur, Koramangala Inner Ring Road,

Next to EGL Business Park Challaghatta, Bengaluru – 560071

**I. Statement of Shareholdings of Director/ Employee in the Bank**

Name :  
Designation :  
Department :  
PAN :  
Folio No. / DP ID / Client ID :  
No of shares of Bank held at the beginning of the financial year :  
No. of shares of Bank held at the end of the financial year :

**II. Details of Shares held by Immediate Relative in the Bank**

Name of Immediate relative :  
PAN :  
Relationship :  
Folio No. / DP ID / Client ID :  
No of shares of Bank held at the beginning of the financial year :  
No. of shares of Bank held at the end of the financial year :

**III. Details of Shares traded, if any, during the financial year**

Sl No.	Date of Purchase/Sell	On whose behalf (Self/Immediate Relative)	No. of shares Purchased/sold	Date of Pre-clearance by the Compliance Officer

I / we declare that the above disclosure is true and correct and is in accordance with the previous disclosures given to the Company.

**Date:**

**Place:**

**Name & signature**

**Designation**

**FORM D**  
**APPLICATION FOR WAIVER OF MINIMUM HOLDING PERIOD**

Date: \_\_\_\_\_

To,

The Compliance Officer

Jana Small Finance Bank Limited ("Bank")

The Fairway Business Park, First Floor,

Survey No.10/1, 11/2 & 12/2B,

Off Domlur, Koramangala Inner Ring Road,

Next to EGL Business Park Challaghatta, Bengaluru – 560071

From,

Name :

Employee Code :

Designation :

Department :

I request you to grant me waiver from the minimum holding period of 6 months as required under the Code with respect to \_\_\_\_\_ number of equity shares of Jana Small Finance Bank Limited held by me / name of Immediate Relative (singly/jointly) acquired on \_\_\_\_\_.

I / [name of Immediate Relative] desire to sell the above securities on account of \_\_\_\_\_, declare that the above details are true, correct and complete in all respects.

\_\_\_\_\_  
Signature

For office use:

With reference to the above application, I approve/reject the selling of \_\_\_\_\_ number of \_\_\_\_\_ of Jana Small Finance Bank Limited.

\_\_\_\_\_  
Signature of Compliance Officer  
Jana Small Finance Bank Limited  
Date:

**FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE- DEALING  
UNDERTAKING**

Name of the Company: Jana Small Finance Bank Limited

ISIN of the Company: \_\_\_\_\_

**To,**

**Jana Small Finance Bank Limited**

I, \_\_\_\_\_, resident of \_\_\_\_\_, hereby declare that I am Director/Designated Employee of Jana Small Finance Bank Limited. I am currently designated as \_\_\_\_\_.

I further declare that I am not in possession of or otherwise privy to any UPSI (as defined in the Bank's Code of Conduct for Prevention of Insider Trading (the "Code")) up to the time of signing this Undertaking.

In case I have access to or I receive any Price Sensitive Information after signing this Undertaking but before execution of the transaction, I shall inform the Compliance Officer of the change in my position and I would, and ensure that my Dependents would completely refrain from Dealing in the Securities of the Bank till the time such Price Sensitive Information becomes public. I declare that I have not contravened the Code as notified by the Bank from time to time.

I undertake to disclose to the Bank and to the stock exchange the execution of the transaction within 2 (two) Trading Days of such execution.

I am aware that, I shall be liable to face penal consequences as set forth in the Code including disciplinary action under the Code of the Bank, in case the above declarations are found to be misleading or incorrect at any time.

I declare that I have made full and true disclosure in the matter.

\_\_\_\_\_  
(Signature of the Applicant)

Date: