

30-Nov-2021

**Abhishek .**103/1 Bada Mane Kundapura  
VTC, Nandanavana, PO Kergal  
Sub District, Kundapura, District- Udupi  
Kundapura - 576219

Dear Abhishek,

**Sub: Letter of Appointment**

We are pleased to appoint you as **Corporate Account Manager - HDFC Bank Branch Banking (In Career Level - Executives)** in our **Udupi - Court Road** office. You are required to start work with us latest by **01-Dec-2021**.

This appointment is subject to

1) You will be entitled to the following remuneration and benefits

The Total Fixed Cost offered is **Rs. 3,50,000/- (Three Lakh Fifty Thousand)** and the break up is as given below

Components	Per Month (in Rs.)	Per Annum (in Rs.)
Basic Salary	17,000	2,04,000
HRA	850	10,200
Statutory Bonus	1,417	17,000
Supplementary Allowance	7,042	84,508
<b>Retiral Benefits</b>		
Provident Fund		24,480
Gratuity		9,812
<b>Total Fixed Cost</b>	<b>26,309</b>	<b>3,50,000</b>

**Note** 1) Your Compensation will be reviewed next with effect from April 1, 2023

2) \* Gratuity shall be payable in accordance with The Payment of Gratuity Act, 1972, as applicable for employees completing minimum 5 years of continuous services in the organization

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Tata AIA Life Insurance Company Ltd.

Registered & Corporate Address: 14<sup>th</sup> Floor, Tower A, Peninsula Business Park, Seaport Bada Mangaluru, Kerala 576015.  
Board Tel no. +91 22 6649 8000 Website: www.tatallife.com. Reg. No. 110 - CP. UR601DNH2000PLC128423.**ATTESTED**

Principal

Dr. B. B. Hegde First Grade College  
Kundapura - 576201

Abhishek

2. You will be responsible for
- Achieving and exceeding productivity, RYP & EYP targets as set by your manager. Your sales targets may be revised periodically based on business requirements
  - Acquiring new customers through natural market or references
  - Up-sell & Cross Sell the existing base of customers allocated
  - Ensure timely issuance of policies by resolving pending

You shall be given a duty list upon joining duties. However, it should not be presumed that the said list is final. You shall also have to perform such duties as may be directed from time to time as per the exigencies of business.

3. Normal office hours are from 0900 hours to 1800 hours Monday through Saturday. Because of frequent contact with overseas offices and compliance with various deadlines it will be necessary from time to time to report for work earlier and/or to work later, all as required.
4. You will be entitled to leave and holidays as per company's norms.
5. Expenses incurred on behalf of the company will be reimbursed provided the same are covered by general or specific approval.
6. Employment Clause.

a) During Probation

Your employment is subject to a probationary period of six months, during which either party can terminate the employment by giving fourteen days prior written notice or by paying to the other, salary in lieu thereof for shortfall in notice period.

b) On Confirmation

During your tenure with the company, you may be promoted at different levels / grades or designations based on your performance.

Your employment may be terminated / is terminable by either party by giving to the other applicable notice period, as per your current/ present levels / grades or designations, in advance or by paying to the other, salary in lieu thereof for shortfall in notice period.

The Notice period for employees in Manager and below grade is 60 days and Sr. Manager and above grade is 90 days.

For purpose of calculation, the shortfall of notice period salary shall mean Gross monthly salary payable as per your prevailing grade. The option of payment in lieu of notice shall be only at the sole discretion of the Company.

7. Your employment may be terminated forthwith by the company without prior notice if, in the opinion of the company, you, at any time
- commit any serious or persistent breach of any of the provisions of this appointment letter or Code of Conduct.
  - do or cause to be done any act, deed, matter or thing otherwise than in the interest of the company.
  - are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise to or vested in you from time to time.
  - fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the company.

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- e become bankrupt or make any arrangement or composition with your creditors
  - f become of unsound mind,
  - g are convicted of any criminal offense,
  - h become incapacitated or prevented by illness, accident or any other circumstance from discharging in full your duties
  - i do not perform persistently in accordance with the performance targets set by the company duly specified in the goal sheet
  - j during course of your employment you would be required to travel through various modes of transportation. During such travel you should follow all the safety norms for your personal safety, which includes wearing relevant safety gadgets/helmet/garments. If organisation observes you not following safety norms as required your services will be terminated
  - k Your services can be terminated if you fail to get vaccinated for preventing Covid 19 virus within 30 days of your joining or failed to observe safety norms as prescribed by the company from time to time
- 8 Upon termination of your employment for the above said reasons, you shall, upon request of the company, resign without claim for compensation from all offices held by you in the company and any of its subsidiaries and associates and you shall forthwith quit, hand over and deliver to the company or to any person nominated by us for this purpose, use, occupation, control and vacant possession of any of the assets or other moveable and immovable property of or belonging to the company which, pursuant to your employment with the company, may be in your use, occupation, control or possession, in the event of your failure to do so
- a you hereby irrevocably nominate, constitute, appoint and authorize the company to appoint any person in your name and on your behalf to execute any deeds, document and writings and to do all acts, deeds, matters and things required to give effect thereto, and
  - b The company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and provident fund balance and to adjust and deduct there from, any or all amounts due to recoverable from or payable by you to the company.
- 9 As a condition of employment you accept the following non-disclosure requirements
- a Except as reasonably required in the performance of your authorized duties, you covenant that you shall not at any time during this employment or at any time after your employment has terminated, disclose or reveal to any person or otherwise make use of confidential information including any of the trade secrets, secret or confidential operations, processes or dealings or any information concerning the organization, business, finances, transactions or affairs of the company, or any other Tata AIA joint venture companies or individual Tata Group companies, individual AIA Group companies, subsidiaries or affiliates which may come to your knowledge during your employment hereunder,
  - b The copyrights in all notes, reports, data of every kind (including electronic data), information and or memoranda of any nature, any process including a design, idea, concept developed by you during the course of the employment and in particular the Confidential information which shall be acquired, received or made by you during the course of employment shall be the property of the company, remain vested in the company and shall be surrendered by you, as and when required, to the company at any time during the course of the employment or any time thereafter,
  - c You further covenant to take all reasonable action to prevent unauthorized use or disclosure of any confidential information
  - d The foregoing does not apply to
    - 1 Information that by means other than your deliberate or inadvertent disclosure becomes well known or is readily ascertainable by the public,
    - 2 Disclosures compelled by judicial or administrative proceedings following your diligent challenge to such disclosure and having afforded us the opportunity to participate in the proceedings,

3. All notes, data, information and/or memoranda of any nature and in particular the confidential information which shall be acquired, received or made by you during the course of this employment shall be surrendered by you to the company at the termination of employment or at the request of the company at any time during the course of employment or at any time thereafter.
10. Confidential information means certain information which is not publicly known relating to the business affairs, proprietary products, technology, research, development and trade secrets of the company or affiliated companies and other entities with which business is conducted.
11. (a) Other than for the purpose of the company's businesses, you shall not during the term of your employment or for a period of one year from the date on which your employment is lawfully terminated (the "Relevant Time"), do or permit any of the following without the prior written consent of the company:
- (i) solicit in India the customer of any person who is or has been during the Relevant Time a customer of the company (including any subsidiary, holding company or affiliate of the Tata AIA joint venture companies or Tata Group companies, individual AIA group companies or any of them) for the purpose of offering to that person goods and services similar to or competing with those of the business conducted by the company during the Relevant Time.
  - (ii) solicit or entice away or endeavor to solicit or entice away, any director or employee of the company.
  - (iii) cause or permit any person directly or indirectly under your control to do any of the acts or things specified above.
  - (iv) to be employed by an organization competing with those of the business conducted by the company during the Relevant Time.
  - (v) to act as director, advisor or consultant or any other similar roles in an organization competing with those of the business conducted by the company during the Relevant Time.
- (b) Each undertaking in paragraph 11(a) shall be treated as independent of the other undertakings so that, if one or more is held to be invalid as an unreasonable restraint of trade or for any other reason, the remaining undertakings shall be valid to the extent that they are not affected.
- (c) Whilst the undertakings in paragraph 11(a) are considered by the parties to be reasonable in all the circumstances, if one or more is held invalid as an unreasonable restraint of trade or for any other reason but would have been held valid if part of the wording had been deleted, the period reduced or the range of activities or area dealt with reduced in scope, the undertakings shall apply with such modifications as may be necessary to make them valid.
12. During your employment with the Company you will not accept or perform any part-time or other work for remuneration without obtaining prior permission from the Company.
13. You can be posted/ transferred to any location in India or abroad in the future, as may be required for the company's business.
14. Your employment can be transferred to any other Tata AIA joint venture companies or individual Tata Group companies, individual AIA Group companies, subsidiaries or affiliates currently existing or which may get incorporated in the future in India or abroad.
15. You shall, at all times, indemnify and keep indemnified the company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the company in or in connection with any action, claim, proceeding or demand instituted or made against the company caused or occasioned by your breach, failure, default or neglect, in the opinion of the company, to observe and comply fully with the terms and conditions your employment with the company herein contained.

16. You acknowledge that this condition of employment may not be altered or its obligations increased except by a written document signed by a corporate officer of the company or the senior employee of this office.
17. In addition to the letter of appointment, your employment shall be governed by the company's code of conduct and rules of the company.
18. All works developed by you during the course of your employment with the company shall belong exclusively to the company and you hereby assign the ownership of copyrights of such work and those of any other derivatives works to the company. You will promptly provide to the company a complete written disclosure for each such work identifying the features or concepts you or the company believes to be new or different. You grant to the company an irrevocable, nonexclusive, worldwide, perpetual, paid up license under these works. The license grants the company to make, have made, use, have used, sell, license or transfer items of such works and to practice and use practiced methods pertaining to such works. You are specifically made aware that you will not be liable to any compensation for such acts of yours and that any rewards which the company may choose to bestow will not be deemed to confer any rights towards that inventions, ~~discovery~~ improvement in the system or method for you.
19. You shall not publish or cause to be published in any media, print, web or electronic, any advertisement concerning the company or its products without the prior written approval and authority of the company and further such matter to be published or caused to be published in any form, print or electronic shall be approved in writing by the company. You shall not distribute any circular or writing concerning the company without the prior written approval of the company. Any such matter to be published or caused to be published in any type of media whatsoever or any such circular or note concerning the company shall comply with the IRDA (Insurance Advertisements & Disclosure) Regulation, 2000. If any law suit shall be brought against the company as a consequence of any unauthorized action or publication or statement of yours or the representation in any media, print, electronic or in any other form or for such action caused by you, all costs, loss or damages arising there from shall be borne by you.
20. If any provision of this agreement shall be invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid provision of this agreement shall be enforced to the fullest extent permitted by law.
21. This appointment is subject to you having cleared a medical examination conducted by the Company certified doctor, receipt of satisfactory references and successful completion of background verification, including but not limited to, proof of education and professional qualifications, employment history, and proof of identity, which are satisfactory to us. In the event of any of the above being unsatisfactory to the company, the Company reserves its right to revoke your offer of employment or to terminate your employment, in the event of you having commenced your employment with the company.
22. The normal age of your retirement is 58 years. Accordingly, it is a condition of employment that you will automatically retire on attaining the age of 58 years and that no further notice whatsoever to you will be necessary in this regard.
23. This agreement has been made in Mumbai and all monies payable hereunder or pursuant hereto shall be paid in Mumbai and the courts in Mumbai shall have exclusive jurisdiction in respect of any disputes or difference arising between the parties hereto as regards to the construction, meaning or effect of terms of this Agreement or matters arising hereof.
24. This formal letter of employment offers supercedes in all respects, any other correspondence/ communications and understanding of any nature between yourself and the company and hence any such correspondence, etc shall not have any effect whatsoever, on the terms and conditions of your employment.
25. If these terms and conditions are acceptable, please acknowledge by signing below and returning one copy to this office.

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Abhishek

Yours sincerely,  
for Tata AIA Life Insurance Company Limited




**Suresh Kasurde**  
Assistant Vice President – Human Resources

Agreed to and accepted

Abhishek  
Date 01/12/2021

**ATTESTED**



**Principal**  
**Dr. B. B. Hegde First Grade College**  
**Kundpaura - 576201**

Abhishek