

PRIVATE AND CONFIDENTIAL

Ref. No.: BBL/HR/RO/212/2020-21

Date: 04/03/2021

**Mr. Dhanush Kumar.S
NO.11 VASANTHAM NAGAR BHAVANDHIYAR
4 TH CR ST KAMARAJAPURAM CHENNAI**

LETTER OF APPOINTMENT

Dear **Mr. Dhanush Kumar.S,**

With reference to your application and subsequent discussions with us, we are pleased to offer you employment with Bandhan Bank in the position of **Management Trainee- SEL** based at **Trichy Branch** under **Chennai Cluster** at **Assistant Manager** grade.

You shall be required to join the Bank on or before **5-May-2020**.

The detailed terms and conditions of your employment are outlined in **Annexure I ("Terms of Employment")** and compensation details are mentioned in **Annexure II ("Compensation Details")**. You will also be governed by the policies, rules and regulations of the Company as may be modified from time to time.

Accordingly, please sign and return a copy of this letter of employment and the employee statement attached herewith indicating your formal acceptance of your employment with the Company on the terms contained herein. Please initial each page of this letter. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between the Company and you and the terms and conditions of this letter of employment shall govern your employment with the Company.

Kindly note that in case we do not receive your formal acceptance on or before **5-March-2020**, this letter of employment shall automatically be rescinded.

Yours sincerely,

For **Bandhan Bank Limited,**

**Santanu Banerjee
Head -Human Resources**

ANNEXURE I

TERMS AND CONDITIONS OF EMPLOYMENT

1. Appointment

- 1.1 During the course of your employment, you will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the “Company Policies”) as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
- 1.2 You will be required to report at **Trichy Branch** under **Chennai Cluster**. You will be accountable for duties & responsibilities to the **Area Manager** or to any such person in Company as may be indicated to you from time to time. However, your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
- 1.3 Your appointment and continuation in employment at Bandhan Bank is subject to clearance of all hand-over, dues in your previous organization and submission of unconditional Relieving Letter and Experience Letter along with attested copies of all your degrees and professional qualification certificates at the time of joining.

Additionally, Bandhan Bank reserves the right to conduct a background verification / seek references from your current / previous employers. If any information, declaration provided by you, at the time of selection/ joining is later found to be false or untrue, or if any material information is suppressed and / or the background verification / reference checks received are not satisfactory, Bandhan Bank may terminate your services forthwith.

2. Probation & Confirmation

- 2.1 You will be on a probation period of 12 Months from the date of your joining at Bandhan Bank. During this period, your performance will be reviewed and if found satisfactory your employment will be confirmed on completion of this period, unless otherwise communicated by the Company. In the event the Company, at its sole discretion, extends the term of probation for such period as it may deem fit, any such extension of probation shall be duly communicated to you in writing. Your performance will be continuously evaluated during such extended probationary period and if found satisfactory, your employment will be confirmed in writing on completion of this period. The confirmation shall also be subject to you being found medically fit by a registered medical practitioner in accordance with point 13 of the appointment letter.

3. Leave

- 3.1 You will be governed by Bandhan Bank’s Leave Policy announced from time to time. However, you must obtain prior approval of the concerned reporting manager prior to availing privilege leave.
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4. Termination

- 4.1 During the probationary period of 12 Months including any extension, either party may terminate this appointment by giving 30 days' prior notice in writing without assigning any reasons therefor. After confirmation, either party may terminate this appointment by giving 90 days' notice in writing to the other party without assigning any reasons thereof. Your resignation shall not automatically be assumed to be accepted from the date of its communication to the Company and will be subject to the fulfillment of notice period, proper handover of charge to your successor to the satisfaction of the Company and any other conditions as may be communicated to you in writing.

The Company reserves the right not to accept the payment in lieu of the notice and at its sole discretion may enforce the complete or part of the notice period to effectuate a proper handover of charge to the sole satisfaction of the Company.

In the event termination is initiated by you, the Company may, at its sole discretion, relieve you from such date as it may deem fit, even before the expiration of the notice period. Under these circumstances, the Company will ordinarily pay you compensation for the unexpired period of the notice period. The Company at its discretion reserves the right to withhold compensation, without incurring any liability should there be a material breach of your duties or obligations, or gross indiscipline or misconduct in this period.

- 4.2 The Company may terminate your services immediately without any compensation or notice thereof, if you are in material breach of your duties or obligations, or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law or of the Company Policies and Code of Conduct and Ethics or any of the terms and conditions set forth herein. Such material breach would include your failure to comply with or committing breach of the provisions contained in this appointment letter, gross misconduct, financial irregularities, breach of confidentiality, any act involving moral turpitude, including conviction in any criminal case during your present or previous employment, breach of any applicable law or regulation, breach of the Company's Code of Conduct and Ethics, refusal to carry out reasonable instructions and the like. The said right of the Company is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests.
- 4.3 In the event of your continuous absence for a period exceeding 15 days, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. The contract of service shall come to an end when the employee abandons his / her job.
- 4.4 Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you attain the age of 60 years.
- 4.5 Upon severance of your employment with the Company, it is agreed that any assets and amounts due to the Company by you shall be held in trust by you for and on behalf of the Company and subject to the provisions of this agreement, the Company commits itself to hold all amounts due to you in trust for you and on your behalf. The Company shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach of this agreement.
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- 4.6 The Company may proceed against you to seek injunction in an appropriate court of law against your working in any other company/firm/business before you are relieved from the Company. In addition to any other remedies which the Company may have at law or in equity, you agree that the Company shall have the right to have all provisions of this agreement specifically performed including the post-employment restrictions stipulated in clauses 5 and 6.
- 4.7 The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness. Your obligations set forth in paragraphs 5, 6 and 7 survive expiration or termination of your employment contract with the Company.

5. Confidentiality & Employment Policy

- 5.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to Company or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with Company, and / or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.
- 5.2 You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such Confidential Information to third parties or make use of such information for your own benefit or otherwise howsoever.
- 5.3 You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other Confidential Information, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.
- 5.4 Upon expiry or termination of your employment with Company, you will return and surrender to Company, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge databases that came to you or were entrusted to you in the course of your employment and shall not retain any copy thereof in any form whatsoever. You may be required to execute such other or further agreements as Company or its affiliates or customers may require in this regard, from time to time.

6. Disclosure of Information

- 6.1 You shall not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or anytime after your employment with us, use or disclose to any person, firm or corporation any information relating to the organization, its business, clients or trade secrets which
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have come into your possession in the course of your employment with us including public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Company or its subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with Company and/or its subsidiaries or affiliates, except with prior written approval.

7. Intellectual Property Rights

- 7.1 All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Company and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by Company, during or after the term of this engagement, you shall assign and transfer in favor of Company or, at the request of Company, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Company may require, to effectually vest in Company, any of its subsidiary, affiliate or customers as Company may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

8. Compensation

- 8.1 Your gross annual compensation will be the aggregate of Total Fixed Pay & Benefits as set forth in the **Annexure II ("Compensation")** and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company compensation review cycle. The Company assumes no responsibility for your personal tax affairs, and your tax liability in respect of your Compensation is entirely your responsibility. Provided however, Company may from time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by the Company's Policies of maintaining strict confidentiality of the compensation you receive from the Company.
- 8.2 It is however clarified that the Benefits as set forth in the Annexure are provided on a voluntary basis by the Company in accordance with the Company Policy in force at present, and hence are liable to (i) change from time to time; or (ii) be withdrawn any time. During the term of your employment with Company, you will be subject to all such applicable rules and regulations in accordance with the Company Policy as may be in force from time to time.

9. Learning & Development

- 9.1 During the course of your employment with the Company, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad. Company will bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of Company for a minimum specified period after such programs, failing which you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs. Regarding the aforesaid, the Company reserves the right to ask you to sign an agreement/bond associated with the training/assignment. In the event of any breach of the conditions associated with the bond the Company will invoke the appropriate penalty clauses and you will be liable to pay the damages as provided in the said agreement/bond. Your refusal to undergo
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such programs on such terms would be considered as a material breach of the terms of employment and in such case, Company shall have the right to terminate this engagement, by giving you notice as referred to in clause 4 above, without being under obligation to make any payments to you.

10. Avoidance of Conflict of Interest

10.1 You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Company, you shall (a) use your best endeavor to defend and promote the business interests of Company; (b) devote your full time, attention and efforts to serve Company; and (c) whether by yourself, your employees, agents, or otherwise, and whether on your own behalf or for any other person, or entity in India or elsewhere, not directly or indirectly engage, practice of any business, profession or vocation, including any activity, which competes with activities of the Company or conflicts with your position in the Company. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with the Company is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of the Company, which consent may be granted at Company's sole discretion.

11. Should any provision of this Letter be held invalid or unenforceable, such invalidity will not invalidate the whole of this Letter and the remainder of this Agreement will remain in full force.

12. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment on a contractual basis under this Agreement, such dispute or claim shall be referred to arbitration in pursuance of the Arbitration and Conciliation Act, 1996. The Company shall in the event of any such dispute or difference, have the right to nominate an Arbitrator as the sole Arbitrator to adjudicate upon the dispute/difference. Parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Kolkata. The arbitration proceedings shall be conducted in English Language. The fees of the Arbitrator shall be paid equally, in the first instance, by both parties, subject to the final adjudication of costs by the Arbitrator at the time of passing the award.

13. Health Check-up

You shall be required to produce a medical fitness certificate at the time of your joining. You have to get stipulated tests done, at your own expense and obtain a registered medical practitioner's certificate and submit the same to your reporting manager.

A duplicate copy of this letter is enclosed herewith, which may please be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**,

Santanu Banerjee
Head -Human Resources

Agreed and Accepted: _____
(Candidate Name) (Candidate Signature)

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ANNEXURE II – Compensation Details

Candidate Name: Dhanush Kumar.S **Grade:** Assistant Manager

Position Name: Management Trainee- SEL **Location:** Trichy Branch - Chennai Cluster

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 8,750	₹ 1,05,000
HRA	₹ 4,375	₹ 52,500
Special Allowance	₹ 8,825	₹ 1,05,900
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Statutory Bonus	₹ 0	₹ 0
Child Education Allowance	₹ 200	₹ 2,400
Gross Salary	₹ 25,000	₹ 3,00,000
Benefits		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity	₹ 421	₹ 5,052
Insurance Valuation - Mediclaime, Term Life and Accidental Benefit	₹ 401	₹ 4,812
Cost to Company(CTC)	₹ 27,622	₹ 3,31,464

Payable as per the Payment of Gratuity Act.

Confidentiality:

Matter of your compensation is confidential information of the Bank and should be treated with absolute confidentiality except to the extent you are required to make disclosure for any tax, legal or regulatory purpose. Any breach of this confidentiality obligations will be considered as breach of fidelity and secrecy clause under your terms of appointment.