

Offer-cum-Appointment Letter

30-08-2021

Grace Teena. S

1-21/2, KONNANATTA VILAI, NAGACODE,
KULASEKHARAM

Dear Grace Teena. S,

Welcome to Kotak Mahindra Group.

We hereby offer you an appointment as **Management Trainee** in the **L3** grade with Kotak Mahindra Life Insurance Company Limited ("Company") with effect from **01-09-2021**, subject to your completing joining formalities, as prescribed by the Company, on or before the said date. If you join prior to the said date, your appointment shall take effect from the date of your joining.

With your selection, the Company has taken a step forward to fulfill a part of the Group Vision, i.e., being the preferred employer for the best talent. And now it is upon both of us to strive towards creating Value for our customers and stakeholders by offering individualized real-time, pragmatic solutions to service every financial requirement of our customers. We, together, shall live up to the entrepreneurial and innovative spirit of the Group and work with complete transparency & compliance to become a Global Indian financial services brand. It is expected that you will uphold all that we stand for and strive towards fulfillment of the Company's goals.

Your appointment shall be subject to the Terms and Conditions enclosed with this letter as Annexure-A. The same shall form part of this letter of appointment. Your joining shall be deemed to be an acceptance of these Terms and Conditions by you.

This offer shall stand withdrawn if you do not join on or before the date specified in this letter.

We look forward to your having a long and happy career with us.

Here's wishing you **#CareersForLife** at KLI.

Yours Sincerely,

For Kotak Mahindra Life Insurance Company Limited



Mehul Oza

Vice President

Kotak Mahindra Life Insurance Company Limited

CIN:U66030MH2000PLC128503

Registered Office:

2nd Floor,
Plot # C – 12,
G- Block, BKC, Bandra (E),
Mumbai – 400051

Corporate Office:

7th Floor, Kotak Infinity, Bldg. No. 21,
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Annexure-A

Terms and Conditions of Appointment

1. You are offered an appointment as **Management Trainee** in the **L3** grade with effect from **01-09-2021**, subject to your joining. If you join prior to the said date, your appointment shall take effect from the date of your completing joining formalities prescribed by the Company. Your joining shall be deemed to be an acceptance of these Terms and Conditions.
2. Upon your joining, you will be initially inducted into our Kotak Agency-Field Sales. The details of your remuneration are enumerated in Annexure B.
3. You will initially be posted at our office at **KLI - Chennai - T Nagar - KA, Chennai, Tamil Nadu, India, (South)** but you will be liable to be posted at any other office / branch / department / division of the Company, or any of the Company's parent, affiliate, subsidiary etc., within India or abroad.
4. You will perform such duties as are assigned to you by the Company from time to time relating to the position to which you are now appointed and to which you may be transferred / deputed / seconded / promoted in future. You shall comply with all official orders of your superiors and attend to your duties punctually at such place/places, as may be required at the relevant time.
5. You shall use your best endeavours to promote the interests of the Company and your conduct at all times shall be such as not to damage the interests of the Company. You shall not engage yourself directly or indirectly or in advisory capacity, in any trade, business, vocation or occupation.
6. In consideration of your effective services, you will be eligible for remuneration as per details provided in the 'Compensation Package Sheet' attached to this letter as Annexure B. All payments will be as per the Company's procedures / schedules in force from time to time and will be subject to deduction of appropriate taxes at source and any statutory liabilities arising on your account, such as contribution to Provident Fund. All Current and future liabilities relating to your remuneration (whether statutory or otherwise) shall be adjusted against the overall amount of "Gross Compensation". Details of the compensation package are strictly confidential between you and the Company. The details are not liable for disclosure by you to any third party, without the Company's formal prior written consent.
7. You will faithfully observe and be governed by the Company's rules and regulations on matters such as working hours, festival, public holidays, weekly offs and any other facilities, amenities, mode of recording your attendance, safety and security requirements, medical fitness, personal identification, etc. and operate with due regard to the highest professional standards / ethics in all your transactions. You may be required to work on staggered timings / shifts, the timings for which may be altered from time-to-time. The Company may refix / modify your designation, grade and distribution of your remuneration into different components as per designation / grade / compensation structures implemented by the Company from time-to-time at their sole discretion.
8. If you absent yourself from the services of the Company without prior written permission or overstay sanctioned leave for eight consecutive days, you will be deemed to have abandoned your

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service voluntarily. In such a case, the Company may remove you from service without giving any prior notice.

9. You will be required to submit various documents in respect of your qualifications, work experience, etc. and to fulfill different joining formalities at the time of reporting for duty. The Company may, at its discretion, not include you into the payroll till all joining formalities have been completed. You are requested to inform the Company regarding any changes to your permanent and contact addresses (including phone numbers and such other appropriate details) and any changes to the data provided by you at the time of your selection by the Company.

10. Your acceptance and retention in the Company's rolls will be on the assumption of your medical fitness. If you are at any time prevented by accident, ill health, or any other urgent necessity from attending office or from performing your duties, you shall bring this to the notice of the Management as soon as you possibly can and furnish the Management with all the information relating thereto as it may reasonably require. You will be required to produce appropriate records of your medical contingency and also a certificate of medical fitness before you resume work. In addition, if called upon, you shall submit yourself to a medical examination from time to time by a qualified registered medical practitioner appointed or agreed to by the Management. Absence from work or disability in performing your duties beyond the period of leave to which you are entitled under the rules shall, at the discretion of the Management, be without any compensation.

During the Employment Term, your employment shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time (collectively, "Employee Benefit Plans"), on a basis which is no less favourable than is provided to other similarly situated executives of the Company, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. In this benefit scheme company provides you your Medisclaim and Term Life Insurance coverage basis your eligibility in the organization. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

11. Since the nature of your work requires you to handle confidential information, you shall not at any time during your employment or after its termination, without the consent of the Company in writing, divulge, directly or indirectly, any knowledge, information or documents whether relating to Company's processes, operations, procedures, transactions or not, acquired by you in the course of your employment concerning the business or affairs of the Company or its associates or clients and which are in the nature of a trade secret or secret in other respects the disclosure of which will cause harm to the Company, its associates or clients. Breach of this condition on your part shall render your services liable for immediate termination and you shall be liable for any other / additional legal action as the Company may deem fit.

12. In line with the Insider Trading Regulations made under The Securities and Exchange Board of India Act, 1992, as modified from time to time, you shall not deal in securities of a firm listed in the stock exchanges, when in possession of any unpublished price sensitive information or communicatesuch information to any person except as required in the normal course of work, or under any law; or counsel any person to deal in securities on the basis of such information.

13. You are not authorized to and must not at any time:

a. Trade on your own account by pledging the credit of the Company;

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- b. Even on the Company's account, enter into any transaction of a speculative or gambling nature or otherwise subject the Company to risks, which are beyond its financial capacity to bear;
- c. Enter into any commitment, dealing or obligation on behalf of the Company, except to the extent you are for the time being empowered by a resolution of the Board of Directors of the Company, or otherwise specifically authorized by a competent senior officer of the Company;
- d. Accept directly or indirectly any commission, share in profit, presents, gifts or gratuities from any third party dealing with the Company in any mode or form whatsoever;
- e. Represent yourself as an authorized representative of the Company, except to the extent of being specifically and formally authorized to do so;
- f. Communicate with or speak / write or in any other manner interact with media (print / electronic or otherwise) or with any other external agencies on behalf of the Company, on matters concerning the Company, their associates, etc. save to the extent of performance of any of your statutory obligations for which you are specifically authorized by the Company.
14. You will not, without prior consent of the Company in writing, which will not be unreasonably withheld, publish any book or brochure or article concerning any matter, which relates to any area of activity of the Company. Company's decision regarding the consent shall be final and binding on you. You will not accept directly or indirectly any commission, share in profit, presents or gratuities from any party dealing with, or seeking to deal with the Company or its affiliates. You will inform the Company without delay of any act of dishonesty, fraud or cheating or any damage to the company's property that you may come to know of whether the same is under contemplation or is taking place or has already taken place.
15. Your appointment and your continuation on the Company's rolls are in good faith and shall be based on the data, information or any other understanding provided by you during the course of your selection process, including the verbal information provided by you during the interviews / personal discussions. Any data that is not in consonance with the information provided by you shall result in immediate termination of your employment with the Company and you shall indemnify the Company in full, for any losses suffered by the Company. Company reserves the right to make suitable formal and informal checks with your educational institutions, former employers and any other third parties, as the Company may deem appropriate.
16. You authorize the Company to share information / provide a reference check covering your service with the Company to any third party / organization / agency conducting a reference check on behalf of an employer / agency. This authorization shall remain valid and be subsisting even after the cessation of your service with the Company.
17. During the tenure of this Appointment Agreement and for a period of one year subsequent to the termination of this Agreement, you shall not, without the prior written consent of the Company, directly, indirectly or through any other means or through a third party, solicit or offer employment to persons who are or have been in the previous six months, the employees of the Company.
18. During the tenure of your service with the Company, and for a period of two years subsequent to the cessation of your service, you shall not, without the prior written consent of the Company, directly, indirectly or through any other means or through a third party, solicit business from or

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perform services for any direct or indirect customer of the Company or any prospective customer whom you had any contact with or exposure to any time during the tenure of your service with the Company.

19. This arrangement can be terminated by the Company, without any notice or payment of any kind in lieu of notice, in the following cases:

- a. Any incorrect information furnished by you or on suppression of any material information;
- b. Non-adherence or breach of Code of Conduct prescribed by the Company from time-to-time for its employees.
- c. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this agreement or a violation on your part of any of the company's rules;
- d. Your being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude;
- e. Unauthorized absence from work, or failure to resume your duties on expiry of the leave duly authorized by the company.

20. Your appointment is subject to a probation period of **12 Months** or such period as the Company may prescribe from time-to-time. You will be considered for confirmation at the end of the probation period subject to successful completion of the pre-confirmation performance review. The probation period shall be deemed to have been extended unless formally and specifically advised otherwise by the Company.

21. Subject to the Company's right to terminate this employment in accordance with the provisions specified in this letter, the employment may be terminated by either party, by providing to the other party a formal notice of minimum period as prescribed by the Company from time-to-time through common announcements made to its employees by way of e-mails or by posting the same on the internal website/ intranet of the Company ("Notice Period"). The Notice Period shall always be treated as mandatory. Any attempt by you to exit or abandon your service before expiry of Notice Period shall be treated as a breach of the terms of your employment and shall render you liable for termination and payment of compensation to the Company.

22. In exceptional circumstances, the Company alone, in its discretion, shall have the right to waive the Notice Period, or any part thereof. Any such waiver shall be subject to payment of basic salary for the period of Notice Period so waived by the Company. The payment shall be made by the party seeking such waiver. It is further clarified that the Company alone, at its discretion, may opt to make/accept payment in lieu of notice period, which will be calculated on the basis of monthly Basic salary.

23. Your performance and progress will be assessed and appraised from time to time as per the performance appraisal / evaluation process or any other appropriate mechanism, as per schedules

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implemented by the Company from time to time. Please note that any payment from the Company, in the form of compensation, incentive or any other payment, will be made applicable only if you are on the rolls of the Company, on a not-resigned status, at the time of disbursal of such amounts.

24. After joining the company if you are selected for an assignment abroad for short or long term duration, you will be required to submit your original certificates with company for a mutually acceptable duration. Generally, the duration will be the duration for which you are being sponsored abroad. The papers for sponsorship abroad will be processed only after meeting this condition.

25. You should declare your interest, financial or otherwise in any company or firm or any other individuals who have dealing with us in any capacity. In the event of yourself acquiring or becoming interested in the future in such a company or partnership or firm or individual, you should immediately disclose the nature and extent of your interest. Breach of this clause may lead to your immediate termination without any compensation in lieu thereof.

26. Your address as indicated in your application for appointment shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have been served upon you.

27. At present, the age of superannuation i.e. the age of retirement in our Company is 60 years. Your date of birth has been recorded as **13-09-1996** in the records of the Company. The age of superannuation/retirement may be varied by the Company from time-to-time.

28. At the time of your separation from the Company's employment in any manner whatsoever (including retirement), you will comply with all procedures and requirements connected with the separation including the formalities concerning handing over of all papers, documents, data, CDs and any other valuables, property and assets, etc. which belong to the Company. Final settlement of your dues and issuance of a certificate of employment shall be processed by the Company after you have completed all the separation requirements in full.

29. This letter constitutes the entire understanding between you and the Company relating to your employment by the Company and supersedes and cancels all prior written and verbal agreements and understandings with respect to the subject matter of this appointment. This offer-cum- appointment letter may be amended by a subsequent written communication issued by the Company. Any disputes relating to your terms of employment with the Company shall be settled through arbitration under the guidance of an arbitrator appointed by the Managing Director of the Company or the Head of HR Department of the Company. The Arbitration shall be governed by laws of India and shall be held at Mumbai.

30. You shall maintain the confidentiality of your passwords and not allow others to perform any activity using your user ID. You shall not share your password(s) with anybody. You shall be accountable for all actions carried out using your user-id / password. You shall always follow Company's policies and procedures sincerely and fortify the security of the Company.

31. While dealing with the potential customer, or customer, over phone, you shall ensure that you comply with all the procedures as laid down under the TRAI Act/Regulations/Rules/Notifications/Circulars and shall not violate the National Do not Call Registry (NDNC Registry) and the Company's Do not Call Registry established for curbing Unsolicited

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Commercial Communication (UCC). You shall make calls to the potential customer/s or customer/s only from our branch numbers registered with NDNC Registry. However, in the event of any breach or violation thereof, you shall be liable for the consequences thereof, and that you shall also fully indemnify the Company in the event of any liability falling on the Company on account of your breach.

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Annexure 'B'

Compensation Package

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	1,05,000	8,750
HRA	52,500	4,375
Leave Travel Concession	50,000	4,167
Bonus	16,800	1,400
Special Pay	1,08,049	9,004
Monthly Gross	3,32,349	27,696
Company Contribution into Provident Fund	12,600	
Gratuity	5,051	
CTC	3,50,000	

Long Term Incentive Plan (LTIP):

1. LTIP of INR 300,000/- (Rupees Three Lakhs only) will be paid over the period of 3 years.
2. INR 80,000/- (Rupees Eighty Thousand only) will be paid in joining year, INR 100,000/- (Rupees One Lakh only) will be paid in the second year & INR 120,000 (Rupees One Lakh Twenty Thousand only) will be paid in third year.
3. This payment will be staggered payment. Payment will be made on interval of every 6 month i.e. in January & July month for 3 years.

4. Staggered payment details are below –

Year	Tenure	Payment Month	Amount	Yearly LTIP
Year 1	M6	January	40000	80000
	M12	July	40000	
Year 2	M18	January	50000	100000
	M24	July	50000	
Year 3	M30	January	60000	120000
	M36	July	60000	

Criteria for LTIP eligibility: Performance should be “Meets Expectation” and above across all reviews.

Notes :

1. Your designation and the distribution of the overall CTC amount into different components will be governed by the designation / compensation structures in force at the relevant time. Accordingly, all individual payments including the Basic Salary are liable for modification from time to time. Shortfall, if any, in respect of all statutory payments will be liable for adjustment against the Gross Compensation and Company will not have any additional liability on this count. Depending on the compensation structure and your location of posting at the relevant time, you may not be eligible for this payment altogether. As per rules currently in force, you will also contribute an amount equal to the Company's contribution into Provident Fund.
2. All payments listed above as reimbursements (if any) need supporting documentation. If the reimbursement forms are received before 15th of the month, it will be included in the same month's payroll, otherwise in the subsequent payroll month.
3. Any kind of tax incidence on any of the items listed above, including Fringe Benefits Tax, will have to be borne by the employee. The Income Stabilizer Allowance (wherever applicable) has therefore been introduced to even out the recovery for this deduction, so that a major tax deduction does not happen in January / February thereby upsetting your monthly income.

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4. A 'notional' provision has been indicated above forming part of the CTC amount, providing for payment of gratuity to you in future. The quantum of this 'notional provision' is subject to suitable adjustments as per the provisions of the gratuity scheme when a scheme is formally introduced in the Company. Any payment to you on this count will be applicable when you fulfill all the relevant eligibility criteria.
5. You will be governed by the specific provisions and the administrative practices under different schemes / payments. Schemes of loans / deposits are liable for modification. Repayment of the loans / deposits along with the interest rates at the applicable rates shall be as per policies in force.
6. All other terms and conditions of your employment would be as per the existing policies of the Company in force time to time.
7. Details of the compensation package are strictly confidential between you and the Company; and are not liable for disclosure to any third party without the Company's formal consent.

Kotak Life - Code of Conduct

1. PURPOSE

All the employees and business associates must be, and should be seen as, committed to integrity in all aspects of their activities and comply with all applicable laws, regulations and internal policies. The purpose of laying down the Code of Ethics & Business Conduct (hereinafter referred to as “the Code of Conduct” or “the Code”) is to improve overall compliance as well as to enhance further scope of good corporate governance with an ethical and transparent process in managing the affairs of the Company.

2. APPLICABILITY

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This Code applies to all the employees of the Company. For the purpose of this Code, 'Employee' shall mean all individuals on full-time or part-time employment with the Company, with permanent, probationary, trainee, retainer, temporary or contractual appointment.

3.PROFESSIONALISM & ETHICAL BEHAVIOUR

The personal and professional behaviour of Employees shall conform to the standards expected of persons in their positions, which includes:

- a. Commitment and adherence to professional standards in their work and in their interactions with other Employees of the Company;
- b. Commitment to maintain the highest standards of integrity and honesty in their work;
- c. Adherence to ethical and legal standards to be maintained in business;
- d. Responsibility to support the Company in its efforts to create an open and mutually supportive environment;
- e. Responsibility to share information and give willing assistance in furthering the goals and objectives of the Company; and
- f. Responsibility to ensure that there is no misrepresentation of facts. Wherever a misunderstanding is thought to have taken place through unclear communications, this should be corrected promptly.

4.CONFLICT OF INTEREST

- a. Each Employee is expected to avoid situations in which his or her financial or other personal interests or dealings are, or may be, in conflict with the interests of the Company. Accordingly, the Company expects its Employees to act in the Company's interest at all times.
- b. Employees are advised not to engage in any other business, commercial or investment activity that may conflict with their ability to perform their duties towards the Company. Employees must also not engage in any other activity (cultural, political, recreational, social) which could reasonably conflict with the Company's interests and interfere with the performance of their duties.
- c. Employees must not use any Company's property, information or position, or opportunities arising from his employment for personal gains or to compete with or to tarnish the image of the Company.
- d. Employees should not engage in any business activity which could be detrimental to, or in competition with, the Company's business activities.
- e. All Employees must avoid situations in which their personal interest could conflict with the interest of the Company.
- f. The Employee must not empanel/engage any vendor who is a relative of the Employee.
- g. If, under any circumstance, Employees' personal interests conflict with those of the Company's, in

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all such cases, the Employee must seek advice from his or her reporting/ reviewing manager or from senior management.

h. For avoidance of doubt, mere financial portfolio investments shall not be considered as activities that conflict with the business of the Company.

5.CONFIDENTIALITY OF INFORMATION

a. As a result of employment with the Company, Employees may be entrusted with confidential information with regard to the Company and/or its affiliates, customers or vendors/suppliers.

b. The Employees shall always keep the confidential information pertaining to the Company absolutely confidential and shall not disclose the same to any third party, unless required to be disclosed under law.

c. The Employee shall not use the confidential information of the Company including its business structure, trademarks, logos etc. for creation of any application (app), software, or any other tool etc. without the prior written consent of the Company.

d. When in doubt, the Employee should ask the Secretarial and/or Legal/Compliance Department whether information is to be treated as confidential.

6. INTEGRITY OF FINANCIAL INFORMATION

a. As an employee, you may be required to participate in accounting processes that directly impact the integrity of external financial statements and internal management reports. In such a case, the Employee shall have a responsibility to ensure that all transactions are recorded in Company's accounts accurately and promptly and any known inaccuracies are immediately reported to the management.

b. In case the Employee is entrusted with handling of cash / securities, any shortfall will be recoverable from the Employee personally. This does not preclude the Company from recovering the same from any dues to the Employee, or taking suitable legal action against the Employee.

c. Misrepresentations by Employees that may conceal or obscure the true nature of a business transaction shall be treated as contraventions of this Code.

7.PROTECTION AND USE OF COMPANY PROPERTY

a. All Employees of the Company are responsible for protecting and taking reasonable steps to prevent the theft or misuse of, or damage to, Company's assets, including all kinds of physical assets, movable, immovable and tangible property, corporate information and intellectual property such as inventions, copyrights, patents, trademarks and technology and intellectual property used in carrying out their responsibilities.

b. All Employees must use all official equipment, tools, materials, supplies, and Employee time only for Company's legitimate business interests.

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c. Company's property must not be lent or disposed of except in accordance with Company's policies. All Employees must use and maintain Company's property and resources efficiently and with due care and diligence.

8.HOURS OF WORK AND PUNCTUALITY

a. All Employees are expected to report for work on time and be regular in their attendance. They should perform their job responsibilities during working hours. Tardiness, absenteeism and loafing during work hours must be avoided by the Employees.

b. Dishonesty in connection with marking of attendance or attempting to mark attendance for other employees will be treated as a misconduct making the concerned Employees liable for appropriate actions.

9.ACCEPTANCE OF GIFTS AND OTHER BENEFITS

Employees should not accept gifts or other benefits other than of nominal value from any individual or concern having official dealings with the Company or from any junior officer so as to avoid any possibility of such gifts or benefits even appearing to compromise business or official relationships. In case of any ambiguity, Employee must check with their managers/Departmental Heads to be sure that the gifts are indeed of nominal value.

10.WHOLE TIME AND ATTENTION

All Employees shall devote their time and their best efforts to promote the Company's business and may not, without the prior written consent of the Company (and subject to any terms and conditions as may be imposed by the Company), engage or be interested in (whether directly or indirectly) in any other business, employment or vocation for pecuniary gain.

11.HARASSMENT

a. The Company is committed to provide a work environment that is free from inappropriate behaviour of all kinds and harassment on account of age, physical disability, marital status, race, religion, caste, sex, sexual orientation or gender identity.

b. Employees undertake not to cause any such harassment during their employment and also commit themselves to support the Company in its endeavour to protect others from any form of such harassments.

c. In the course of business conduct of any Employee, wherever harassment occurs to any such Employee as a result of an act or omission by any third party or outsider, the Company shall take all steps necessary and reasonable to assist such affected Employee in terms of support and preventive action. This is separately detailed in the "Policy Against Sexual Harassment of Women at Workplace".

12.ALCOHOL & SUBSTANCE ABUSE

a. The use or possession of alcohol, illegal drugs, and other controlled substances in the workplace

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and being under the influence of these substances on the job and/or during working hours is strictly prohibited. However, possession of prescription medication for medical treatment is permitted.

b. There may be company-sponsored events where management approves serving of alcoholic beverages. In these cases, all appropriate liquor laws must be followed, including laws regarding the prohibition of serving of alcohol to those under the legally permissible age.

c. Under all such cases, excessive drinking, intoxication and misbehavior is prohibited and will be dealt with severely.

13.FRAUD

a. Fraud — or the act or intent to cheat, trick, steal, deceive, or lie — is both dishonest and, in most cases, criminal. Acts of fraud are subject to strict disciplinary action, including dismissal and possible civil and/or criminal action against the concerned Employee.

b. Few examples of Fraud include:

- Fraudulent sourcing of Insurance business;
- Submitting false expense reports;
- Forging or altering cheques;
- Misappropriating assets or misusing Company's property;
- Unauthorized handling or reporting of transactions;
- Inflating sales numbers;
- Making any entry on Company records or financial statements that is not accurate and in accordance with proper accounting standards;
- concealment of facts of any frauds/ unethical act;

14.COMPLIANCE WITH LAWS AND AGREEMENTS

a. All Employees shall conduct business in compliance with all applicable laws and regulations.

b. All Employees shall adhere to all applicable anti-corruption and anti-bribery laws.

c. All the Employees shall honour and aid in honouring the contractual obligations of the Company, as may be contained in valid and binding agreements executed by the Company with third parties.

15.HEALTH, SAFETY AND ENVIRONMENT

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- a. All Employees shall comply with the Company's health and safety norms as communicated to them from time to time.
- b. Employees shall bring to the management's attention any workplace safety or health hazard.

16.PRESS INQUIRIES/PUBLISHING OF INFORMATION

- a. Only nominated Employees are authorized to respond to press/media queries on behalf of the Company. All Employees should refer all calls relating to such press/media queries to the Corporate Communication Department of the Company.
- b. The Employees shall not, without the prior written consent of the Company, publish in any media including print media, Social media, blogs etc., any content/comment(s) write-ups /views etc. concerning the activities of the Company.
- c. In case any of the views so published by the Employee are found to be anti-social or detrimental to the brand image of the Company, the concerned Employee shall be held accountable for the same.

17.CONSENT UNDER NATIONAL DO NOT CALL REGISTRY GUIDELINES

The Employee gives consent to the Company to Call or send SMS to him/her in the course of routine engagements / assignments /queries/policy investigations/promotional communication etc, even if his/her number is registered in the NDNC Registry or any other similar database.

18.ADHERENCE TO TRAI REGULATIONS

While dealing with a prospective or existing customer over phone, the Employee shall ensure that he/she complies with all the procedures as laid down under the TRAI Act/Regulations/Rules/Notifications/Circulars and shall not violate the National Do Not Call Registry (NDNC) or National Customer Preference Registry (NCPR) or any other similar registry.

- a. He/She shall make calls to the potential customer/s or customer/s only from Company's numbers registered with TRAI. However, in the event of any breach or violation thereof, the concerned Employee shall be liable for the consequences thereof, and that he/she shall also fully indemnify the Company in the event of any liability falling on the Company on account of such breach.

19.INFORMATION SECURITY - ACCEPTABLE USAGE POLICY

All Employees shall read, understand, and agree to abide by the provisions of the Acceptable Use Policy of KLI. The key features of the said Policy are outlined below:

Every Employee -

- shall maintain the confidentiality of passwords and not allow others to perform any activity using his/her user ID and shall not write down passwords.
- shall always lock the system using CTRL+ALT+DEL+ENTER or Windows + L, before leaving it

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unattended.

- shall always report the loss of his/her IT hardware / Desktop /Laptop immediately to the reporting head and IT Service Desk and shall lodge an FIR at the police station.
- shall agree to abide by the Information security policy changes as advised from time to time.
- shall not install or distribute any unlicensed software.
- shall not send or forward unsolicited emails to a large number of users which can be considered as mail spamming.
- shall not send emails containing any document, software or other information protected by copyright, privacy or disclosure regulation.
- shall not, either during or after his employment with KLI, divulge or utilize any confidential information belonging to KLI. This includes confidential information on processes and KLI's businesses and Customer Information, which may come to his/her knowledge during employment.
- shall promptly report all violations of the information security policies and security incidents of KLI to kli.infosec@kotak.com.

20.MISCONDUCT AND NON-OBSERVANCE OF THE CODE

- Misbehavior, fights with colleagues, in office or Premises in close proximity to the office premises, and at official events outside the office premises that may be construed to affect the brand image of the Company shall be strictly dealt with and may lead to termination of employment.
- Non-observance of this Code shall be construed as misconduct that could warrant disciplinary action which may lead to dismissal from service. The decision in this regard will lie with the management of the Company and such a decision shall be binding on the Employees.
- Personal assets which will have significance in any investigation against the Employee or against anybody else connected with the Employee's affairs may be requisitioned by the Company and the Employee undertakes to submit the same to the Company for the purpose of such investigation.

21.EXCEPTIONS

Any exceptions to the norms laid down in this Code may be approved at the discretion of the Managing Director or any appropriate authority to whom such power is delegated by the Managing Director.

22.ACCOUNTABILITY

- The Employees shall, at all times, abide by the standards, requirements and procedures laid down under this Code.
- The Employees must -

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- commit to their individual conduct in accordance with this Policy.
- observe both, the spirit and the letter of the law, in their dealings on Company's behalf.
- recognize Company's responsibility to its shareholders, customers, employees, those with whom Company does business, and to society. Assess priorities in the context of discharging these responsibilities appropriately on Company's behalf.
- conduct themselves as responsible members of society, giving due regard to health, safety, and environmental concerns, and human rights, in the operation of Company's business.
- report any suspected breach of the law or this Policy to the HR Department/Managers via email. The identity of the employees reporting such instances in good faith shall be kept confidential.

23.AMENDMENTS

- a. The Company reserves the rights to change/ amend / modify this Policy in whole or in part, at any time without assigning any reason whatsoever.
- b. The Employees acknowledge that they will not be personally advised of any such change/ amendment / addition /deletion/ modification and the same may be posted on such page of the Intranet of the Company which is accessible to all Employees.
- c. The Employees are advised to check for any such change/ amendment / addition /deletion/ modification regularly. The Employees hereby unconditionally agree to all such changes / amendments / additions / deletions / modifications.

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