

Date: March 17, 2021

Job Offer Title: Bank Officer-Current Account

NITHIN K.N

Dear **NITHIN**,

We are pleased to make an offer to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **05/Apr/2021** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

- A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.
- i. Certificates in support of your highest educational and/or professional qualifications,
 - ii. Proof of date of birth,
 - iii. Certificates in support of your previous employments,
 - iv. Your recent passport size photograph,
 - v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,
Human Resources
IDFC FIRST Bank

Annexure "A"
COMPENSATION DETAILS

Employee Name	NITHIN K.N
Designation	Bank Officer-Current Account
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bangalore

Components	Per month (in Rs.)	Per Annum (in Rs.)
Basic	5,000	60,000
HRA	2,500	30,000
Special Allowance	11,833	1,42,000
Annual Guaranteed cash	19,333	2,32,000
Employer's PF	1,800	21,600
Statutory Bonus	3,867	46,400
Total Fixed Pay - A	25,000	3,00,000

Monthly Net take home (in Rs.)	
Annual Guaranteed Cash + Statutory Bonus	23,200
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	21,200

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

Annexure "B"**GENERAL TERMS AND CONDITIONS****LOCATION**

Your joining location will be **Bangalore**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank, without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while

executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the

employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.
- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retinals to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the

nominee's name.

- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retivals and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to be made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly authorized by the Bank shall be called unauthorized disclosure'.
- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal

information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.

- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have 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 Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other

remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.

- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment' as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITIONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)

Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91

44 4564 4022

CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

Date-----
Employee IP Address-----
Employee Namenithingowda5559@gmail.com
-----**Employee Email**