

Date: 09-Jul-2024

**Ms. Swati Kamat**  
**S1 sea goa apartment santa cruz**  
**North Goa**  
**403005**

**Dear Ms. Swati,**

Subsequent to our discussions, we are pleased to offer you employment in the job role of **Relationship Officer** in **Retail Branch Banking** as **Executive** in grade **L1**. This offer of appointment is subject to the terms and conditions which is including but not limited to terms mentioned in this letter, **Annexure(s) I & II** attached hereto. You agree and confirm that you shall be bound by & comply with a) all the terms of this offer of employment including terms mentioned in Annexure (s) I & II of this letter and/or any amendments and modifications made thereto from time to time, b) office orders circulars, instructions, notices communicated or to be communicated to you from time to time c) all the policies of Unity Small Finance Bank Ltd ("**Bank**" or "**we**" or "**us**" ) published on the HR portal of the Bank and/or communicated with you from time to time and any amendments and modifications made thereto from time to time. These terms shall supersede any and all communications/understanding made before the date of acceptance of these terms by you. You will be confirmed in the services of the Bank from the date of your joining. You shall always keep yourself updated with the policies and terms and conditions of the Bank and ensure compliance with the policies and terms and conditions.

**1. Commencement of work**

You shall join the Bank as soon as possible but not later than **15-Jul-2024**.

**2. Place of Posting**

Your place of posting will be **Porvorim, North Goa**. However, during your employment your services are liable to be transferred, in such other capacity as the Bank may determine, to such other offices/branches, department, units, sister concern or subsidiary, existing today or which may come up in the future, at the sole discretion of the Bank. In such a case, you will be governed by the terms and conditions of service applicable at the new placement location.

■ **UNITY SMALL FINANCE BANK LIMITED**

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

While every attempt will be made to give you a reasonable advance notice of such transfer, however, in certain cases, such transfers may be made effective immediately. If your services are transferred and you fail to join the new location of service on the date of joining informed to you or on extended date of joining approved by the Bank in writing, the Bank shall terminate your services with immediate effect without there being any need to pay for any notice period. This right of termination of services shall be in addition to any other rights available in this letter, policies of the Bank and any other circulars, instructions, notices communicated with you from time to time.

### 3. Compensation

Your compensation will comprise of the following:

- a. **Total Fixed Pay (TFP):** Your total fixed pay will be **Rs. 2,50,000/- per annum (Rupees Two Lakh Fifty Thousand only)**. This includes Basic salary and other allowances, benefits, provident fund, perquisites etc. as per the compensation policy of the Bank. The detailed breakup of the compensation is enclosed herewith as Annexure I. You are expected to maintain complete confidentiality about your remuneration details and terms of this letter.
- b. **Performance Linked Variable Pay (PLVP):** You shall be eligible to participate in the Bank's Performance Linked Variable Pay plan. The payout is the factor of performance of the Bank, the performance of your business unit and your individual performance and other parameters as the Bank may decide from time to time. Please note, that there is no minimum and/or guaranteed payout towards variable pay/PLVP. Any decision on payment of PLVP to anyone shall always be subject to the sole discretion of the Bank and the performance appraisals conducted by the Bank as mentioned above. The PLVP awarded to you in any appraisal year will be independent of any variable pay received by you in the preceding years of employment in the Bank. PLVP is payable subject to the employee being on the rolls of the Company and not serving notice period on the date of disbursement of PLVP.
- c. **Statutory Payments / Deductions:** All statutory payments/deductions will be payable as per the applicable law and may change from time to time based on the changes in the law of land.

Compensation payable to you will be subject to annual review and may be altered, varied, enhanced, or modified at the sole discretion of the Bank.

- d. **Payment of Bonuses and reimbursement etc. other than statutory bonus if any-**

If Bank has agreed to pay you any kind of bonus (other than statutory bonus) in writing and in case you decide to leave the Bank and/or you serving notice period and/or your services are terminated and/or you are relieved before the actual payout of such bonus, in spite of fulfilling any other criteria, the Bank shall at its discretion forfeit such payment of bonus at its discretion and in such scenario, the Bank shall not be liable to pay such bonus to you and you shall not be entitled to claim such bonus from the Bank.

■ **UNITY SMALL FINANCE BANK LIMITED**  
CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**  
Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

If the Bank has paid/agreed/offered to pay you joining bonus/sign on bonus, notice period pay in relation to your previous employment, relocation reimbursement and/or any type of bonus and you resign from the services of / leave the Bank or your services are terminated by the Bank, the Bank shall at the discretion of the Bank recover such amounts as set-out in letters issued by the Bank for offering such bonus/signing bonus/notice period pay/relocation reimbursement and/or any other type of bonuses etc and as per the terms of the employment. Recovery of such amounts shall be made in full from your full and final settlement amount and if no such settlement amounts are available, the Bank shall at its discretion demand such amount from you and you will be liable to repay the said amount immediately in full to the Bank at the time of separation.

4. You are requested to complete all the joining formalities immediately on the authorized HR portal of the Bank as required by the bank.
5. Your employment in the Bank is subject to satisfactory verification of your certificates, testimonials, and personal particulars/ credentials. The Bank reserves the right to get a background check (including criminal history record search, education, and employment; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data or statements made during the interviews with the Bank or in the declarations made by you in this agreement or if any such statements reveal any legal/regulatory actions against you and/or if you fail to submit/provide documents as requested by the Bank from time to time which is including but not limited to your resignation letter, relieving letters etc. your services shall at the discretion of the Bank be terminated forthwith without any notice or compensation.
6. If you fail to accept this offer within 7 (seven) days from the date of receipt of this letter your offer shall stand withdrawn/revoked with immediate effect without any notice and compensation. If you fail to join the Bank on or before agreed joining date mentioned above your offer shall stand withdrawn/revoked with immediate effect without any notice and compensation.

We look forward to your joining our team for a long, successful and pleasant association.

**Sincerely Yours,  
For Unity Small Finance Bank Limited**



**Ram Kunwar  
Head Business HR – Retail Branch Banking**

■ **UNITY SMALL FINANCE BANK LIMITED**  
CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**  
Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

COMPENSATION DETAILS – ANNEXURE I		
PART I		
Name	Swati Laxman Kamat	
Business Unit	Retail Branch Banking	
Function	Sales	
Role	Relationship Officer	
Designation - Grade	Executive - L1	
Location, City	Porvorim, North Goa.	
Total Fixed Pay		
Components	Monthly (INR)	Annually (INR)
Basic Salary	8,333	1,00,000
House Rent Allowance	4,167	50,000
Special Allowance*	5,284	63,412
Statutory Bonus*	1,415	16,978
Employer's contribution to Provident Fund*	1,634	19,610
Total Fixed Pay	20,833	2,50,000
Employer's contribution to Provident Fund* - This amount mentioned here is employer's contribution. Additionally, equivalent amount will be deducted from your Total Fixed Pay towards Employee's contribution to Provident Fund.		
Special Allowance*- This is the balancing amount post allocation of all other components of salary, to arrive at the Total Fixed Pay. This component is taxable. However, you can allocate part of this amount towards Flexi Benefit Plan		
Flexi Benefit Plan - You may opt to allocate part of the amount from special allowance as per your eligibility into various flexi pay reimbursements at the time of joining or at the beginning of every financial year i.e., April. Once opted no changes will be considered in between the financial year. Refer FBP note available on HRMS system.		

■ **UNITY SMALL FINANCE BANK LIMITED**  
 CIN : U65990DL2021PLC385568  
 Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
 40, Basant Lok,  
 Vasant Vihar,  
 New Delhi 110057  
 Tel No. 011-47414100

■ **CORPORATE OFFICE**  
 Centrum House, CST Road,  
 Vidyanagari Marg, Kalina,  
 Santacruz (E),  
 Mumbai 400098  
 Tel No. 022-42159000

<b>Other Benefits (In addition to Total Fixed Pay)</b>
<b>Gratuity</b> - You will be entitled to Gratuity as per the Gratuity Act, 1972
<b>Group Mediclaim Family Floater Policy</b> - You will be covered under Family Floater (Self, Spouse & 2 Children up to the age of 25 years) policy, provided you have completed all formalities and documentation pertaining to this benefit on the HRM portal.
<b>Group Term Insurance</b> – You will be covered under the policy in line with the Bank’s policy.
<b>Voluntary Parental Policy</b> – You may opt for dependent Parents policy within 1 <sup>st</sup> month of joining or during renewal period. The premium will be recovered from payroll as per the process.

Sincerely Yours,  
For Unity Small Finance Bank Limited



**Ram Kunwar**  
**Head Business HR – Retail Branch Banking**

■ **UNITY SMALL FINANCE BANK LIMITED**  
CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**  
Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

## **Annexure – II**

In addition to other terms and conditions as mentioned in offer letter, the following are the terms and conditions of your employment with Unity Small Finance Bank Limited.

### **1 Designation & Role**

Your designation and role is merely indicative of the responsibilities, which you are required to carry out. The Bank shall be entitled, at any time, to assign other administrative, managerial, supervisory or other functions and you shall be bound to carry out such functions. You will not refuse to carry out any assignment solely on the grounds that the same has not been part of your usual duties during your employment. You will also not be entitled to any additional compensation for carrying out any job, which in the opinion of the management, is equivalent to the job you have been assigned earlier.

### **2 Attendance, Leave and Absence**

You will record your attendance at your respective assigned location on a daily basis, as per the Bank's policy. In addition to public holidays observed by the Bank, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy of the Bank. In case you join the Bank in the middle of the said calendar year you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Mandatory Leave policy in every calendar year, this will be part of your Earned Leave entitlement.

### **3 Whole-time employment**

Your position is a whole-time employment with the Bank, and you shall devote yourself exclusively to the business and interests of the Bank. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as normal shareholder / debenture holder), in any other trade or business during your employment with the Bank, without prior permission in writing from the Bank. You will also not seek membership of any local, public or political bodies without first obtaining specific permission from the management of the Bank. You hereby agree that you will not conduct any business either part time or otherwise while you are in the services of the Bank and shall forthwith quit any franchisee or business that you are currently involved in.

#### **UNITY SMALL FINANCE BANK LIMITED**

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

#### **REGISTERED OFFICE**

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

#### **CORPORATE OFFICE**

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000



#### **4 Code of Conduct and other policies of the Bank**

You will at all times be guided by and shall strictly adhere to the Bank's Code of Conduct and all other policies of the Bank, which are in existence or newly introduced or may be amended from time to time during the course of your employment with the Bank.

If any declaration, statement or information including qualification, experience and/or any other details, as given by you at any time, is found to be incorrect, false, incomplete or untrue, if any material information is suppressed or if it comes to the notice of the Bank that you had been, prior to joining the Bank's service, convicted of any act involving moral turpitude and/or criminal in nature, your services will be liable to be terminated forthwith without any notice or compensation in lieu thereof at any time during the employment with the Bank. However, this does not preclude the Bank from initiating such disciplinary measures including legal actions as the Bank may deem fit.

#### **5 Confidentiality**

You shall keep all the information including documents shared by the Bank and/or any information/documents of the Bank which comes in to your knowledge during the employment with the Bank and/or while performing any work for the Bank confidential and shall use it only for the purpose of the Bank. You shall not share any such confidential information and documents of the Bank with any third party without prior written consent of the Bank. You shall return confidential information and documents of the Bank on request of the Bank immediately.

You shall not during the course of your employment with the Bank or any time thereafter following separation and / termination (by whatever means) use, disclose, reverse engineer or communicate or cause to be used, disclose, reverse engineer, or communicate to any other Bank, firm, body corporate or person, any information and documents which comes to your knowledge during the course of your employment with the Bank and/or any Banks information and documents being of a confidential nature and/or any other information and documents pertaining to the business or affairs of the Bank or any of the customers, clients, suppliers, service providers or any other person having any kind of dealings/ relation/ agreement with the Bank and shall always keep all information including documents of the Bank confidential.

You shall not without the prior written consent of the Bank, publish any book, booklet, brochure or any other publication through any medium, whether for remuneration or otherwise, relating to the affairs of the Bank or to your work in the Bank and/or otherwise. You shall also not disclose to the public, any other Bank, firm, body corporate or person, papers, journals, pamphlets or leaflets or cause to be disclosed at any time, information or documents, official or otherwise relating to the Bank or its subsidiaries, except with prior written approval of the Bank. Further, complete confidentiality of all employment and remuneration details shall be maintained by you during your period of employment with the Bank and thereafter.

#### **UNITY SMALL FINANCE BANK LIMITED**

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

#### **REGISTERED OFFICE**

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

#### **CORPORATE OFFICE**

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

## 6 Intellectual Property

- 6.1 During the course of your employment if you make, generate or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how, database rights and rights of like nature, any work product/output/product of your services/work however arising and whether registered or unregistered ("**Intellectual Property**") such Intellectual Property shall be owned by and vest in the Bank. Such Intellectual Property as aforesaid will be owned by the Bank in perpetuity without need to pay any additional amount to you and you shall not have any rights on such Intellectual Property.
- 6.2 You will co-operate fully and do all acts required (at the Bank's expense) to assign all your rights, title and interest in the Intellectual Property with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the Intellectual Property in its favor. You also agree to do nothing, during or after your employment to affect the validity of any Intellectual Property rights and in particular, you agree not to make any non-confidential disclosure of any detail of Intellectual Property rights outside of the Bank before protection for the Intellectual Property rights has been sought or such disclosure has otherwise been authorized in writing by the Bank. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design- right to it.
- 6.3 Nothing contained herein shall oblige the Bank to seek patent or other protection for any Intellectual Property generated during the course of your employment or thereafter. The Bank may delegate its rights and/or obligations under this Clause to any of its group companies, affiliates, holding companies, and nominee or to any other person as determined by the Bank. Rights and obligations in this Clause shall survive cessation of your employment for whatever reason including as per terms of this offer letter and policies of the Bank.

## 7 Use of Assets

- 7.1 You shall use any assets of the Bank including computers, email IDs and/or any software, hardware, documents etc. only for the purpose of the Bank and shall not use it for any other purpose whatsoever.
- 7.2 If it is observed that the official emails or any other assets are used for any purpose other than official purposes of the Bank it shall be treated as breach of code of conduct and the Bank shall initiate disciplinary actions against you including taking any other actions as determined by the Bank.

## 8 Data Protection

You authorize the Bank to use, process, and transfer and store your personal and sensitive data, documents and information in any locations of its choosing.

### ■ UNITY SMALL FINANCE BANK LIMITED

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

### ■ REGISTERED OFFICE

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

### ■ CORPORATE OFFICE

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000



By accepting the terms and conditions of appointment contained in this letter, you acknowledge and agree and specifically permit and authorize the Bank to hold your personal information including sensitive data and documents as part of its personnel and other business records and that the Bank may use such information in the course of its business for all the purposes which is including but not limited to for your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, carrying out or facilitating compliance with applicable law, order and regulations, for providing you access to canteen, various mobile apps/systems if any etc.

You agree that the Bank may disclose such information to third parties including legal and regulatory authorities, with associate/affiliate/group/holding companies for any purpose whatsoever which is including but not limited to for carrying out verification of credentials, for the proper conduct of our business, for management of your employment and/or for the matters in relation to your employment and/or the terms of your employment and/or in relation to policies of the Bank. This clause applies to any of your information held, used or disclosed in any medium.

## **9 Separation/Termination/Retirement of employment**

### **9.1 Separation:**

- a. You may resign from employment of the Bank by giving 90 (ninety) days prior notice in writing. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation a) to waive off the notice period or b) accept the amount equivalent to 3 (three) months' salary from you in lieu of notice period or c) to waive off few days of notice period and accept amount equivalent to salary of balance period of notice period from you in lieu of said balance notice period. For the sake of clarity if the notice period is fully or partially waived off by the Bank as mentioned above, the Bank will not be liable to make any payment of salary to you in lieu of the notice period waived by it. Separation clause mentioned in the policy of the Bank shall supersede this clause and the notice period and the separation clause as mentioned in the policy shall be applicable to the employees in case of any dispute.
- b. In case your last working day 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.
- c. During the notice period you will not be entitled to any type of leave including the special leave. You are required to familiarize yourself with the Bank's Leave policy, as may be amended from time to time.
- d. Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the same shall be treated as leave without pay and the Bank shall treat such absence as unauthorized and shall be entitled to take disciplinary action against you.

■ **UNITY SMALL FINANCE BANK LIMITED**  
CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**  
Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

- e. Upon acceptance of your resignation by the Bank you shall return all property, confidential information, Intellectual Property, equipment and assets of the Bank entrusted to you and in your possession, to the Reporting Line Manager on or before the relieving date designated by the Bank.
- f. Your accumulated leaves to your credit including accruals shall not be adjusted against the notice period.
- g. If you are suspected of or found indulging in any act of fraud/cheating/theft, unethical /unprofessional behavior or act, etc. the Bank may initiate suitable action as deemed fit, even post separation from the services of the Bank.
- h. On separation, it shall be your responsibility to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that full & final settlement will be processed only post completion of all the exit clearances by the relevant stakeholders.
- i. Your resignation within one month from joining the Bank would, unless otherwise expressly provided by any applicable statute, ipso facto result in forfeiture of your right to any and all claims against the Bank in respect of settlement of your remuneration and outstanding dues, if any, during the period of your employment preceding your resignation.

## 9.2 Termination

- a. The Bank reserves the right in its absolute discretion to forthwith terminate your employment without notice or compensation in lieu thereof, in case of termination for "Cause". For "Cause" would mean indulging in the acts of commission / omission which may be prejudicial to the interests of the Bank or any act of any gross negligence, misconduct including but not limited to fraudulent, dishonest or undisciplined conduct or insubordination or neglect of duty or incompetence in the discharge of duty on your part or breach of integrity or upon loss of confidence in you of the management or upon your conducting yourself in a manner which is regarded by the Bank as prejudicial to its own interest or to the interest of its clients.
- b. Upon termination of your services under the terms of this offer, you shall return all property, Intellectual Property, confidential Information, equipment and assets of the Bank entrusted to you and in your possession, to the Reporting Line Manager on or before the termination date.
- c. You will not be permitted to adjust any accumulated leave to your credit including accruals against the notice period.
- d. If you are suspected of or found indulging in any act of fraud/cheating/theft/ unethical/unprofessional behavior or act, the Bank may initiate suitable action as deemed fit, even post separation from the services of the Bank.

### ■ UNITY SMALL FINANCE BANK LIMITED

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

### ■ REGISTERED OFFICE

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

### ■ CORPORATE OFFICE

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

- e. On separation, it is your responsibility to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that full & final settlement will be processed only post completion of all the exit clearances by the relevant stakeholders.
- f. Your termination within one month from joining the Bank would, unless otherwise expressly provided by any applicable statute, ipso facto result in forfeiture of your right to any and all claims against the Bank in respect of settlement of your remuneration and outstanding dues, if any, during the period of your employment preceding your termination.
- g. In case of unauthorized absence (i.e., without prior written permission of the supervisor) from duty for five consecutive workdays or more, it shall be construed that you have voluntarily abandoned your employment with the Bank. Such abandonment shall be treated as termination from services with immediate effect. The Bank shall be within its right to recover notice pay at its sole discretion and without any further intimation to you.
- h. Termination of your employment on grounds as aforesaid would ipso facto result in forfeiture of your right to any and all claims against the Bank in respect of settlement of your remuneration and outstanding dues.

### 9.3 Recovery of Payments

In case your last working day 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.

### 9.4 Retirement

The current retirement age, as per the Bank's policy is fixed at 60 (sixty) years. You will accordingly stand relieved from the services of the Bank on the last day of the month of your attaining this age based on the Age certificate furnished by you at the time of joining.

## 10 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.

■ **UNITY SMALL FINANCE BANK LIMITED**  
CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**  
40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**  
Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

## 11 Terms of Employment

The Bank reserves the right to make changes to any of the terms and conditions of your employment. You will be expected to carefully read, and keep yourself abreast with, the policies of the Bank as announced or communicated or uploaded on the HR portal of the Bank or amended from time to time. The policies and its amendments would be binding on you, immediately on its publication. Any changes in the terms of employment will take effect from the date stated in the communication.

## 12 Conflict of Interest:

During the term of your employment with the Bank, you shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and shall not:

- 12.1 Engage or interest yourself, during the term of your employment with the Bank, either directly or indirectly, in the business or affairs of any other person, firm, Bank, body corporate or in any undertaking or business of a nature similar to or competing with the Bank's business and apply or utilize, either directly or indirectly, your knowledge or experience for or in the interest of any such person, firm Bank or body corporate as aforesaid or any such competing undertaking or business as aforesaid;
- 12.2 Except with the specific prior written approval of the Bank, undertake other work for remuneration or work which would constitute as conflict of interest with the business of the Bank or adversely affect your professional image and integrity as an employee of the Bank during your service with the Bank;
- 12.3 Hold yourself out or allow yourself to be held out in any way as having any other position or designation other than the one given to you by the Bank; and
- 12.4 Accept any commission, profits, gifts or gratification of any kind from any person, firm or other bank having dealings with the Bank.

If you face any other situation involving a conflict of interest, you shall immediately report the same to the Management of the Bank in writing.

Provided further that if you are found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Bank and be liable for further consequences as determined by the Bank. In case of dispute, the terms of the policies of the Bank shall prevail in relation to this clause.

### ■ UNITY SMALL FINANCE BANK LIMITED

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

### ■ REGISTERED OFFICE

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

### ■ CORPORATE OFFICE

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

### 13 Non-solicitation

During your employment with the Bank and for a period of six (6) months from cessation of your employment with the Bank, you shall not solicit or canvass any clients, customers, employees of the Bank or take any action that is likely to adversely affect the business relations between the Bank and customers, clients, suppliers, service provider or any other person having any kind of dealings with the Bank.

### 14 Prohibitions under FCPA and PCA and compliance with laws

During the term of your employment, you shall strictly follow and observe all provisions of including the prohibitions as laid down under Foreign Corrupt Practices Act of 1977 (**FCPA**) and Indian Prevention of Corruption Act 1988 (**PCA**) and shall abide by everything as stated therein.

As per the PCA, the employee cannot directly or indirectly make, promise, offer or receive cash, gifts, or anything of value in order to get, keep or provide business, to learn confidential information or to influence official action or inaction by a government official.

You shall comply with all the applicable laws of India.

### 15 Media Interaction & External Personnel

You are not authorized to share any information about the Bank through any medium including social media or any other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects, or initiatives of the Bank. The breach or violation of the same will be a breach of confidentiality provisions and may invite disciplinary action/ provisions. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including forthwith termination of your employment at the discretion of the Bank without notice or compensation in lieu thereof.

All concerns and grievances need to be raised and redressed through the channels prescribed or by reaching out to your HR Business partner. The defined Escalation Matrix needs to be followed at all times. Raising internal organization matters on social media, in the public domain, or with external individuals shall be considered a breach of conduct and may lead to forthwith termination of your employment at the discretion of the Bank without notice or compensation in lieu thereof.

### 16 Other Terms & Conditions

- 16.1 The interpretation and enforcement of the terms and conditions of employment contained herein shall be governed by and construed in accordance with the laws of Republic of India and the parties submit to the jurisdictional courts with reference to your station of posting.
- 16.2 If any of the terms and conditions of employment contained in this letter are held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or condition or part thereof to that extent will be deemed not to form a part of this letter.

#### ■ UNITY SMALL FINANCE BANK LIMITED

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

#### ■ REGISTERED OFFICE

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

#### ■ CORPORATE OFFICE

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000

- 16.3 Medical Fitness: By accepting this offer, you confirm that you are medically fit to effectively perform the job for which you are employed and that you do not suffer from any contagious or infectious disease or ailment that could risk the health of the other employees in the company. At the sole discretion of the Bank, you may be called upon to undergo such medical examination as the Bank may deem necessary. In the event that the medical examination reveals any condition (including any physical or mental impairment) or ailment that (i) in the opinion of Bank prevents or hinders you from performing your duties effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to terminate your services with immediate effect at the sole discretion of the management, without any compensation or notice in lieu thereof. As an employee of the Bank, the Code of Conduct and Ethics, various policies of the Bank, rules and regulations of the Bank in force and as amended from time to time and other laws, rules and regulations applicable to the Bank from time to time, will guide you.
- 16.4 Your employment will be governed by these terms and Bank's policies. The Bank reserves the right to amend the policies at any time. You are advised to keep yourself updated with these policies.
- 16.5 Any change in your residential address should be forthwith updated on HR portal. All communications will be addressed to you on the last recorded address and shall be deemed to have been served on you.
- 16.6 You may be required to submit your Income / Wealth Tax statements, personal Bank Statements, or any other information, if such information is necessary for the purpose of internal audit or regulatory enquiry, or any other purpose as considered necessary by the Management of the Bank.
- 16.7 Your appointment is subject to your not being a partner or relative of a Director of the Bank under the relevant provisions of the Companies Act, 2013.
- 16.8 You shall maintain proper dignity of your office and will deal with all matters with sobriety.
- 16.9 You shall be liable to make good and pay for any loss caused to the Bank by your negligence, default or due to breach of rules or operational/administrative instructions or these terms and conditions or policies of the Bank.
- 16.10 The above terms and conditions are to be read in conjunction with the applicable policies of the Bank.
- 16.11 In accordance with the standard practice of the Bank, we expect you to treat the terms of your employment and your compensation as confidential. Disclosure of the same will be treated as breach of trust and can lead to disciplinary action as may be deemed fit by the bank.

■ **UNITY SMALL FINANCE BANK LIMITED**

CIN : U65990DL2021PLC385568  
Email : info@unitybank.co.in

■ **REGISTERED OFFICE**

40, Basant Lok,  
Vasant Vihar,  
New Delhi 110057  
Tel No. 011-47414100

■ **CORPORATE OFFICE**

Centrum House, CST Road,  
Vidyanagari Marg, Kalina,  
Santacruz (E),  
Mumbai 400098  
Tel No. 022-42159000