



Employee Service Rules, 2019



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PREAMBLE

The Employee Service Rules (ESR) have been framed with the objective of defining the terms and conditions of appointment and service, the rules of conduct that employees need to adhere to at the workplace and to lay down the procedure of disciplinary proceedings in the event of any breach of the Company's Code of Conduct (Code), The Prevention of Sexual Harassment at the Workplace policy, Anti-Bribery & Anti-Corruption Policy, Anti-Money Laundering Policy, Compliance Policy, Framework for Managing Conflict of Interest, Insider Trading Code, Whistle Blower Policy, Information and Cyber Security Policy, Fraud Risk Management Policy, HR Policies and any other policy governing employee conduct at the workplace that may be defined from time to time and also any statutory or regulatory laws as may exist. All these policies hereinafter are referred to as "Policies".

Employees are expected to conduct their duties according to the language and spirit of the ESR and seek to avoid even the appearance of improper behavior. Their actions need to demonstrate and evidence the principle of acting in good faith and without negligence. Employees are expected to be aware that even well intentioned actions that violate the law or any rules may result in negative consequences for the Company and for the individuals involved and the organization reserves the right to initiate suitable disciplinary action in the event of any transgression or breach of the Company's Code, Policies and any statutory or regulatory rule or law.

While covering a wide range of business practices and procedures, these standards/rules/norms cannot and do not cover every issue that may arise, or every situation where ethical decisions must be made, but rather set forth key guiding principles that represent the Company's policies relating to ethical behavior at the workplace in compliance with all existing statutory and regulatory rules or laws.

These rules shall supersede the existing service rules. They shall be deemed to have come into effect and shall apply to all employees from their date of joining.

CHAPTER 1

I. SHORT TITLE

These rules shall be called ICICI Prudential ESR ("Rules").

II. SCOPE AND APPLICATION

- (a) These rules shall apply to every employee of ICICI Prudential Life Insurance Company Limited ("ICICI Prudential") in India and employees who work in overseas offices of ICICI Prudential or any other subsidiary of ICICI Prudential.
- (b) These rules shall also be applicable to persons who are employed with ICICI Prudential and/or employees who are on fixed term contract or any other form of employment contract.

Explanation: "employees" includes employees, Management Trainees, Management Associates, but excludes insurance advisors/agents, business partners, Project/Summer Trainees, Casual/Temporary employees, employees of contractors/ vendors/partner and such other classes of persons who work on a job or work contract and who are not on direct employment with the Company.

III. DEFINITIONS

In these Rules unless there is anything repugnant in the subject or context:-

- (a) "Appraisal" means evaluation of performance of an employee by his/her reporting manager or any other employee, as may be decided by the Company from time to time.
- (b) "ICICI Prudential" or "Company" means ICICI Prudential Life Insurance Company Limited."
- (c) "Workplace" means the office premises of ICICI Prudential whether designated as Corporate office or Service Central, Branch office, Regional office, micro

office, spoke, representative office and any premises where the Company decides to conduct official functions, activities or programs, including outbound programs, training programs, team activities or any place visited by the employee arising out of or during the course of employment including transportation provided by the employer for undertaking such journey.

- (d) "PACE" is the Human Resources Management System of the Company which serves as the repository or the database for employee related information and for administering employee compensation & benefits and employee related policies.
- (e) "Manager" is defined as the person with supervisory and administrative responsibilities/functions for the team or a work unit of which an employee forms a part. The definition includes any other person who has/ is assigned managerial duties within the scope of his/her activities, irrespective of the designation.
- (f) "Perquisites & Benefits" means such privileges other than the basic salary and allowances and determined as per the level/grade of an employee and constitutes overall part of employee compensation & benefits.
- (g) "Medical Examiner" means a doctor appointed by the Company to review referred cases for medical fitness of the employee. "Medical Board" means a panel of two or more doctors appointed by the Company to review referred cases for medical fitness of the employee. The discretion of the management shall be binding in appointing a Medical Examiner or constituting a Medical Board in assessing medical fitness of employees.
- (h) "Joining Date" means the date on which the employee reports for duty and takes charge of his responsibilities and the date captured on PACE as the hire date of employee.
- (i) "Policies" means policies laid down by the Company for effective

functioning of employees and as published on the Intranet of the Company also known as Pulse (means the internal website of the Company to notify various employee related information) or as communicated to relevant group of employees through any written communication such as a document or electronic mail or through any other portal hosted on Company's intranet. Each employee has the opportunity to review the policies and is deemed to have understood and accepted the policies.

- (j) "Rules" means ICICI Prudential Employee Service Rules.
- (k) "Regulations" means regulations set forth by the Company for the smooth functioning of the Company.
- (l) "Subsistence Allowance" means allowance paid to the employee who is under suspension.
- (m) "Instructions" means directions or office orders issued by the higher authorities of the employee for any purpose whatsoever, and shall include directions issued for the purpose of smooth functioning of the office or the business of the Company.
- (n) "Enquiry Officer (EO)/Enquiry Committee (EC)" means authority constituted, to investigate into the allegations against an employee/employees, order for inquiry and come to a conclusion on the veracity of the charges alleged/framed based on the evidence gathered/received. The EO/EC shall comprise of member/s not in conflict with and senior in level/rank to the complainant and the respondent.
- (o) "Governance Council" means a Committee constituted with the responsibility of deciding / ratifying disciplinary action against an employee including imposition of such punishment/penalty, or any other appropriate disciplinary action proportionate to the nature of misconduct, as may be deemed fit, keeping in mind the facts, circumstances, context and

evidence produced by the EO/EC as may have been appointed to conduct the enquiry and also as per the disciplinary action matrix as defined in Clause XV of the ESR

The Governance Council shall ordinarily comprise of the following members:

- (i) Head of Operational Risk
- (ii) Head of Employee Governance
- (iii) Head of Compliance

However, on a case to case basis, the Head Human Resources shall have the authority to reconstitute the members of the Governance Council to ensure that members of the Governance Council are not in conflict with and are senior in level/rank to the complainant and the respondent.

- (p) "Appellate Authority" refers to members nominated by Whole Time Directors (WTD)/Head of Human Resources or as maybe decided by the Company from time to time. This panel shall be referred as Appellate Authority and shall be responsible for reviewing the decision of the Governance Council based on the appeal made by the Complainant or Respondent as the case may be.
- (q) "Misconduct" means acts listed under the section Misconduct as mentioned in Rule XIV or acts of omission or commission that lead to loss of confidence breach of trust, any act subversive of discipline or prejudicial to the interests of the Company or are in violation of the Company's existing policies that may be defined from time to time and also any statutory or regulatory laws as may exist.
- (r) "Misselling" refers intentional non adherence to sales process, critical product information, making false promises or providing incorrect information about the company's underwriting policy/product features/coverage/charges or surrender penalties/term of premium payment/premium amount/any other information which is critical for the customer to arrive at an investment decision.
- (s) "Punishment/penalty" means any action taken on the employee for any

misconduct or breach or contravention of the Company's Code, ESR & Company's "policies" at the workplace that may be defined from time to time and also any statutory or regulatory norms as may exist or due to reasons of nonperformance or failure to deliver assigned work/targets/goals/objectives.

- (t) "Frontline" roles means the job or role where the primary objective of employment is to solicit business and provide service to existing and prospective customers on behalf of the Company, but does not include insurance agents, advisors, Business Partners, Referral Partners, Distribution Leaders, employees of Corporate agents, brokers, vendors, service providers or any other person who is not an employee of the Company.
- (u) "Management" means any such executive/board or any other person as may be authorized to formulate the policies by the Company with general powers of management from time to time.
- (v) "Attendance" means presence of the employee concerned, at the time specified at the place or places of duty where he is required to work by the management. If an employee is not present at his place of duty or though present in such a place but refuses to carry out the work assigned to him which he is bound to perform or is marking attendance from any other than his place of duty and/or place of posting then he shall not be treated as being present.
- (w) Working Hours as defined in the HR policies.
- (x) "Habitual" means an act which has been repeated or occurred more than once.
- (y) "Family" means the employee, his/her spouse, financially dependent children / step children and parents living with and wholly dependent on him/her.
- (z) "Medical certificate" means a certificate issued by a Registered Medical Practitioner, The employer will have the right to get the employee concerned employee examined by a registered medical practitioner approved by the Company Medical Board.

- (aa) Senior Management is defined as Executive Vice President and above.

IV. INTERPRETATION

(a) Words and expressions used herein and not defined but defined in the applicable law shall have the same meanings to the context in which they are used herein, as provided for into them in the applicable laws.

(b) In these rules, unless clearly indicated by or inconsistent with the context:

- i. Reference to any one gender includes a reference to all genders.
- ii. Reference to singular includes reference to the plural and vice versa.
- iii. The word "includes" shall be construed as "without limitation".
- iv. The expressions "hereof", "herein" and similar expressions shall be construed as references to the Terms as a whole and not limited to the particular clause or provision in which the relevant expression appears.
- v. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re- enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- vi. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of these Terms.
- vii. The word complaint shall be read as grievance and vice versa in the ESR.

CHAPTER 2 APPOINTMENT, SELECTION & TALENT ACQUISITION

All appointments in the Company are subject to verification of character and antecedents of the candidate to the satisfaction of the Competent Authority. At the time of joining consent is taken for sharing candidate's personal information as and when the Company may deem it necessary.

I. Age

The age of a person at the time of appointment in the service of the Company shall not be less than 20 years or more than 58 years. Provided that the Company shall have the discretion to relax or increase the limit on age in such circumstances as it deems fit. This does not include interns/summer trainees/project trainees who are assigned projects for a fixed period of time. However in no circumstances such intern/summer trainees/project trainees are below 18 years.

II. Record of Age/Identity

Every employee shall be required to declare his age, identity proof, residential proof, qualification proof and last employment proof. The employee should furnish the relevant document asked by the Company to suffice the records of age/identity/residence/education & past employment, and also provide references of his character/competence and/or require to submit any other document (medical records/employment/education history etc.) for purpose of appointment that the Company may require at its discretion. In case of any doubt or ambiguity relating to employee's age or date of birth the appointing authority/Head of Talent Acquisition/Head of HR shall establish the age of the employee and the same shall be final and conclusive for all purposes relating to his employment including retirement.

III. Contactability

All employees shall provide their permanent communication address along with any address proof that may be there, mobile number, personal email ID at the time of joining and in case of any change, they shall be required to immediately update their personal records on PACE. For any change in permanent address the employee shall be required to provide the updated address along with address proof.

IV. Profile & Selection (Educational qualifications and experience)

The Company shall determine from time to time the basic and/or advanced educational / professional qualifications and experience required for being eligible for appointment with the Company as may be defined in the Talent Acquisition policy. The Company shall also define the selection methodology for each vacancy on a case to case basis based on its discretion or as per may have been defined in the Talent Acquisition policy.

V. Level

The employees of the Company shall be assigned a particular level and corresponding designation and compensation as maybe formulated by the Company from time to time as per the Talent Acquisition policy and Employee Compensation & Benefits policy.

VI. Commencement of Service

Except as otherwise provided by or under these Rules, "service" of an employee shall be deemed to commence from the office opening time of the working day on which an employee ID has been created in PACE and the date of joining updated in PACE.

VII. Conflict of Interest

Every employee shall notify the Company about his / her immediate family relationships which are mentioned in Framework of Conflict of Interest policy as per the defined relationship matrix at the time of joining or before entering into such relationships or the instance of such person proposes to join the Company. Every employee should declare any material interest or any other conflicting interests currently and in the future, in any person including immediate family members who is a party to a material contract or proposed contract with ICICI Prudential Life.

VIII. Medical Fitness

- (a) All candidates above the age of 35 years (or as per the age as may be defined from time to time) shall be appointed in service of the Company subject to being certified medically fit by a qualified Medical Practitioner as maybe assigned by the Company. Provided that the Company may at its sole discretion may waive this requirement or give time to the appointee to complete the medical examination.

- (b) An employee may be required to submit himself/herself to medical examination at any time during the course of employment. In case an employee develops a medical complication or is found to be medically unfit or mentally unfit to carry out official duties, whether temporary or permanent, or has the risk of infecting co- employees, the Company reserves the right to re-assign the

employee to a different job or ask the employee to proceed on compulsory leave, for medical treatment at his/her own cost, with or without pay ,as applicable, till such time he/she is certified to be medically fit to resume duty or as may be determined by the Medical Board appointed for the purpose.

- (c) In the event where an employee applies for medical leave due to health problems/illness over and above the number of days of Sick Leave which he/she is entitled to for the year, the Company may at its discretion grant additional sick leave based on the Additional Sick Leave (ASL) policy of the Company. If ASL is not approved and all other leave balances of the employee have been exhausted, ASL will be treated as Leave Without Pay (LWP). This LWP must be authorised by the manager failing which it will be treated as unauthorised leave.
- (d) The number of days of such additional sick leave without pay shall not be more than 60 days, and any medical condition that require prolonged bed rest and hospitalization beyond the said period will be reviewed on case to case basis and the Company has the right to take appropriate decision, including denial of leave or discharge of services on health grounds.
- (e) If an employee is found suffering from any communicable disease or if he/she is found medically or mentally unfit to carry official duties, the Company reserves the rights to send the employee on leave for medical treatment at his or her own cost.

CHAPTER 3 HOLIDAYS & LEAVE

- I. All employees of the Company shall be entitled to holidays with full pay which shall be declared by the Company for each calendar year.
- II. The Company shall have the right to declare any additional day as holiday or cancel any holiday already declared by the Company from time to time.
- III. General Principles: The grant of any type of leave shall be governed by the general principles stated in and shall be made as per Leave policy of the

Company as may be communicated to the employees from time to time.

The following general principles shall govern the grant of leave to the employees:

- (a) Leave is earned by duty. Leave cannot be claimed as a matter of right.
- (b) When the exigencies of service of Company so require, discretion to refuse or revoke leave of any description with the exception of Maternity and eligible sick leave as per the policy is reserved with the authority empowered to grant it.
- (c) Explanation: - Sanction of leave may not be presumed and leave asked for should not be availed of unless it has been specifically sanctioned.
- (d) All types of leave shall lapse at the time of retirement, death, dismissal, resignation or termination for any reason whatsoever. However, the amount already accrued against Privilege leave shall be paid at the time of full and final settlement, subject to the taxes and applicable statutory deductions and other dues from the employer.
- (e) An employee on leave shall not take up any service or accept any employment, without the prior written permission of the Company.
- (f) Extension of leave for a duration longer than eligibility as per the policy may be granted at the sole discretion of the management. Due consideration will be given, wherever possible, to the request of the employees.
- (g) Application of leave maybe refused on account of business exigencies. Similarly, an employee who has already proceeded on leave may be recalled if business exigencies warrant the same.
- (h) Two or more persons in the same position or same location or same

function may or may not be granted leave simultaneously based on reporting manager's discretion and business exigencies.

- (i) Employees are required to plan their leave in advance and take the sanction of the Reporting Manager so that service to the customer or business demands are not compromised. The discretion of the manager in approving leave requests shall be final and binding.

- (j) Any employee who desires to obtain leave shall apply to the Company on PACE. Any verbal request for planned leave will not be entertained by the Company and all requests for leave need to be made on the PACE system. In case PACE is not working, leave maybe applied for in writing/email to the Manager.

- (k) Leave without pay cannot be taken as a matter of right, and it can be granted only at the sole discretion of the management.
 - An employee seeking LWP must apply for the same 2 weeks prior to the date of commencement of leave.
 - LWP shall be authorized only if the same has been approved by the manager.
 - If the manager does not approve the LWP within the specified period of 2 weeks, the employee may escalate the same to the concerned HR.
 - For approving leave without pay, the management may, if deemed necessary, ask the employee to submit reasons and supporting documents to demonstrate the requirement for LWP. Non-submission of the same shall be a reason enough for rejection of leave.
 - In the event where an employee applies for LWP and immediately proceeds with the same without approval, the same shall be considered as un-authorized leave. The Company reserves the right to withhold approval of the same till the employee submits the

required documents to support his/her request and/or may initiate appropriate disciplinary action.

(l) An employee who absents himself for 5 consecutive days or overstays leave (including Sundays and holidays) beyond the period of leave originally granted or subsequently extended will be deemed to have abandoned service and shall be tagged as “Absconding” and the lien on his employment shall be forfeited unless he has informed his immediate reporting manager or HR manager about the reason for such absence in writing.

(m) Any employee suffering from a contagious or infectious disease or is medically unfit and is unable to continue normal course of duties shall, on the advice of a doctor/medical board nominated by the Management be sent on compulsory leave. If any leave is due to him under these Service Rules, the same shall be adjusted, and if no leave is due, the compulsory leave shall be treated as leave without pay.

(n) The Company reserves its right to take appropriate action if the employee has not complied with the above mentioned provisions or has submitted any fraudulent or incorrect information/document as reasons for availing of leave.

For further details, refer to the Leave policy of the Company.

CHAPTER 4 LEARNING & DEVELOPMENT

- I. The Learning & Development policy provides the guidelines governing all learning & development interventions for employees.
- II. It is mandatory for all new hires to complete the Company’s Induction program and all mandated Regulatory/Compliance training as given in the Learning & Development policy.

- III. In case any employee does not attend or complete the Company's Induction program and the mandated Regulatory/Compliance training programs, the Company reserves the right to take suitable disciplinary action against the employee. Provided that the Company may, at its sole discretion, decide to exempt any employee from undergoing the mandatory programs provided the attendance of the employee is not possible due to any extraordinary official or administrative reasons approved by the manager or due to any health or emergency reasons.

CHAPTER 5 TRANSFER & RELOCATION

- I. Any employee appointed in the service of the Company is liable to be transferred to any of the offices of the Company either existing or which may come into existence, subsequent to the date of appointment, at the sole discretion of the management and as per the terms & conditions of employment as stated in the Appointment letter.
- II. Any employee who has been transferred from his existing location is required to report at the transferred location within the time specified in the transfer letter. In case the employee fails to report to the transfer location, the Company reserves the right to take appropriate disciplinary action including termination of services.
- III. Failure to report to the transferred location by the employee for any reason whatsoever shall be treated as indiscipline and shall result in immediate leave without pay (in addition to the disciplinary action which may be initiated against the employee for failure to report at the assigned location) unless prior approval for extending joining date to the transfer location has been authorized/approved by the concerned HR Manager.
- IV. Employees transferred will be eligible for the transfer benefits as may be prescribed by the Company from time to time as per the Company's Transfer & Relocation Policy.

- V. As such, employees would be required to serve in the same role and location for a minimum period of three years. However, on a case to case basis the Company may at its discretion, consider requests for transfers by employees (to be submitted in writing to the HR Manager) based on their tenure in the role & location, performance record, governance history, vacancies as may be there and business requirements. Request for transfer to a role or a location is not a right and the Company reserves the right to assign the role and location to the employee as per the business requirement.

CHAPTER 6 COMPENSATION AND PERFORMANCE APPRAISAL

- I. All employees shall be appraised on their individual performance &/or performance against their individual KPIs and/or relative to their peer cohort as maybe defined at the end of each financial year or as per any other frequency (monthly/quarterly/half yearly etc.) or as maybe decided by the management from time to time.
- II. Performance appraisal shall be against the performance goals/targets/KPIs as maybe assigned from time to time and all employees shall be assigned a performance rating based on individual and/or relative performance of their cohort provided they have worked for 180 days in that financial year. A default rating or any lower rating as deemed fit shall be assigned at the discretion of the management if the employee has less than 180 days of service in a financial year for any reason whatsoever (include leave taken, leave without pay, sabbatical etc.)
- III. Any employee who is either unable to achieve the performance goals/targets as maybe assigned or is judged to be in the lower percentile of goal/target achievement as maybe defined by the Company from time to time relative to the peer cohort for the financial year or any other period as maybe defined, which the Company may at its discretion decide, shall be liable to be terminated/transferred at the sole discretion of the Company, without further notice.

- IV. An employee shall not be eligible for performance appraisal for a financial year in case he is not on the rolls of the Company as on March 31 of the said financial year or serving notice period at the time of the performance appraisal cycle.
- V. The performance rating assigned to an employee at the end of the performance appraisal period as per the performance appraisal process shall be communicated to the employee through PACE.
- VI. The Compensation & Benefits for any individual employee shall be at the absolute discretion of the Company.
- VII. Employees shall be eligible for increment and/or bonus as per the performance rating assigned based on individual and Company performance. Increments and/or bonus shall be awarded at the sole discretion of the Company and the same shall not constitute a matter of right of an employee except statutory bonus.
- VIII. Employees who have resigned and serving their notice period or who have separated as on the date of award of increment / bonus credit / Long Term Reward Scheme credit shall not be eligible for increment or performance bonus (except the statutory bonus) or Long Term Reward Scheme credit. In the event of movement of an employee to ICICI / Prudential Group companies, bonus will be pro-rated to the number of days of service with the Company during the Financial Year and based on performance assessment for the period worked, even when the employee is not active on the rolls of the Company on the date of payout. In the event of termination of employment due to death or permanent disability, bonus will be pro-rated to the number of days of service during the Financial Year and based on performance assessment for the period worked, even when the employee is not active on the rolls of the Company on the date of payout. The bonus in this case will be paid to the same nominee receiving the employee's Full &

Final settlement.

- IX. The Company considers issues of compensation & benefits of an individual employee as a confidential matter between the employee and the Company and further considers any revelation of matters relating to compensation of an individual employee as a matter affecting the business competitiveness of the Company.
- X. Notwithstanding the above, the Company shall have powers to frame such policies governing the performance appraisal or compensation & benefit at any levels in the organization and amend such policies from time to time as maybe deemed appropriate by the Company.

CHAPTER 7 GENERAL CONDUCT

Obligation to abide by the Rules, Regulations and Policies

- I. Every employee of the Company shall at all times maintain absolute integrity and devotion to duty, shall confirm to and abide by the Company's internal Rules, Regulations and Policies as applicable from time to time and shall observe, comply with and obey all orders and directions which may, from time to time, be given to him in the course of his official duties by any person under whose jurisdiction, superintendence or control he may, for time being be placed.
- II. Employees are expected to devote their time and effort to further the cause of the organization and its interests and are not expected to indulge in activities that conflict with the general or business interest of the Company.
- III. An employee shall not be absent himself from his duties without having obtained the permission of his Manager.
- IV. An employee remaining absent without leave for a period exceeding five days (including holidays or weekly off, etc.) at a stretch shall be deemed to

have abandoned service and shall be defined as “Absconding”. In case an employee abandons his/her service or is deemed to have absconding from service, the Company may initiate disciplinary proceeding as per the Absconding Policy of the Company provided no communication is received from such an employee during such period of absence.

- V. **Raising of Funds:** No employee shall associate himself or herself with fund raising causes not supported by the organization in his/her official capacity.

- VI. **Prohibition against participation in Politics and standing in elections:** No employee shall, without the explicit written permission of the Company, take an active part in politics, political activity or in any political demonstration, or stand for election to a local self-governing body viz. Municipal bodies or any legislative body. Where an employee has sought such permission, the Company will convey its decision to the concerned employee within 10 working days from the date of receipt of the request.

- VII. **Participation in Demonstration:** No employee of the Company shall participate in any demonstration which involves incitement of any offence punishable by law nor shall the employee abet or resort to any type of strike.

- VIII. **Prohibition against joining certain Association:** No employee of the Company shall join, or continue to be a member of, or otherwise be directly or indirectly associated with an association whose objectives/charter/activities are prejudicial to the sovereignty and integrity of India/State and/or prejudicial to the maintenance of public order or laws or morality.

- IX. No employee shall associate himself or herself with such associations or bodies that obstruct the peaceful working of the organization.

- X. **Media & Social Media:**

No employee of the Company shall, except with the prior sanction of the

Company, wholly or in part, in his/her official capacity or as a Company representative, conduct or participate in the editing or managing or reporting or providing insights to any newspaper, magazine, journal, periodical or participate in a radio or television broadcast or contribute to any literary, artistic or academic pursuits.

Any media activity so undertaken with permission shall be published only with a disclaimer that views/opinions expressed by the employee are his/her own views and do not reflect the views of the Company.

All employees must abide by the Company's Social Media and Corporate Communication policy.

XI. **Employees in Debt:**

The employees of the Company shall so manage their private affairs as to avoid habitual indebtedness or insolvency.

An employee against whom any legal proceedings are initiated for the recovery of any debt due from him or for adjudging him as insolvent shall forthwith report full facts of the legal proceedings to the Company. The Company shall attach the salary of an employee if a notice regarding the same is received from any financial institution with judicial authority, without any obligation to inform the employee regarding the attachment of the salary.

XII. **Speculations in Stock and Shares:**

(a) No employee shall speculate in stock, share, or securities or commodities or valuables of any description or shall make investments, in such a way that such speculative activities or investment decision, are likely to materially interfere with or influence him in the discharge of his duties.

(b) Provided that nothing in this rule shall be deemed to prohibit the employee from making a bona fide investment of his own funds in such securities as he may wish to buy.

- (c) Nothing mentioned in sub rule (1) shall be deemed to prohibit an employee from investing in the equity shares of the Company under the Employee Stock Options Scheme (2005) or any other scheme as amended from time to time as per the eligibility condition fixed by the Company.
- (d) The Company may publish guidelines and/or policies governing Insider Trading Code, applicable to all employees as issued by the Company from time to time. All employees covered under the Insider Trading Code must adhere to its provisions at all times.

XIII. Part time/Full time employment:

No employee can take up part time/full time employment or professional assignment or position in any other organization, whether honorary or otherwise, without the prior sanction of Head of Human Resources.

XIV. Types of Misconduct:

Misconduct would mean to include but not limited to the following acts and/or omissions:

1. Any act involving dishonesty such as theft, fraud, cheating, breach of trust, forgery, falsification of records, misappropriation of funds/cash/cheque etc. or fraudulent customer policy issuance/claim with intention to cheat or make financial profit at the expense of the Company or colleagues or during the course of business dealings with customers, vendors, partners etc.
2. Giving false information regarding one's personal details (name, father's name, date of birth, qualification, medical history, details of previous service/salary particulars, address, etc.) in the Personal Data Form (PDF) submitted at the time of securing employment or thereafter.
3. Willful disfigurement / tampering, destruction, alteration, forgery of any personal (reimbursement claims, expense claims, age proof, income proof, address proof, education proof, identity proof, relieving letter,

salary proof etc.) or customer record/file (relevant customer personal details for policy issuance such as age, income, medical, habits etc.) or signature forgery in any of the customer document or any records of the Company with intention to cheat or make financial profit at the expense of the Company or at the expense of the customer, vendor, partner, colleague etc.

4. Non-disclosure or breach of trust by another employee despite being aware of the same or giving false statement when misconduct or any other matter is being investigated.
5. Any kind of impersonation with respect to another employee, vendor, customer, partner with intention to cheat or make financial profit at the expense of the Company, customer, vendor, partner, colleagues etc. or take a decision which has financial implications favoring you, any of your teams or relatives.
6. Nondisclosure of the invisible / visible ailment of the customer with intention to cheat or make financial profit at the expense of the Company or the Customer.
7. Deliberate misrepresentation/suppressing of financials/MIS/facts with intention to deceive, cheat or make financial profit at the expense of the Company or non-adherence to due process in reporting financials / MIS resulting in errors in reporting or non-adherence to due process. Indulging in habitual errors, negligence while performing duties or failure to act in the best judgment while performing duties as well as while exercising delegated power entrusted by the Company.
8. Theft of the customer belongings during interaction with the customer
9. Logging in fake business with intention to report higher logins.
10. Indirectly supporting another colleague, vendor, partner to commit fraud and/ or not reporting the same to Management.

11. Acting in a manner that is prejudicial or detrimental to the interests of the Company.
12. Participation in any unlawful activity or participation in criminal activities, or any act prohibited by any law in force or any act or omission which causes disrepute to the image of the Company or any of the Group companies.
13. Breach or deliberate & gross violation to any Regulation or any Statutory Law that has reputation &/or financial risk to the Company or any other act which constitutes an offence under any law/statutory/regulatory rules and regulations set out by Insurance Regulatory and Development Authority of India and Insurance Act & Notifications from time to time etc. or any other act which constitutes an offence under any rules of the Company in force or any act or omission which is against the ethos/culture of the Company and causes disrepute to the Company or any of the group companies.
14. Inciting colleagues to go on strike or obstructing the customers from dealing with the Company or obstructing other employees from discharging their official duties or adopt go-slow methods or any activity that is inimical to the interests of the Company and obstruct the peaceful operations of the Company or participating in non-peaceful demonstration against the Company or its officials.
15. Going or participating in an illegal strike or abetting in the same.
16. Resorting to picketing, hunger strike against any employee whether within the premises of the Company relating to in the matters concerning the Company.
17. Assaulting or indecent/discourteous behavior or causing any form of physical injury to any employee / customer / vendor / partner of the Company at the workplace or at any other place.

18. Any act which constitutes breach of health and safety requirements, general accepted standards of behavior such as drunkenness, fighting, riotous, indecent or disorderly conduct likely to cause breach of peace or conduct endangering the life or safety of any other person or threatening or intimidating any employee or breach of Professional Workplace Conduct or committing nuisance at the workplace or on the premises of the Company
19. Having sexual intercourse or performing any sexual act or act of nudity at the workplace.
20. Eve-teasing or sexual harassment in the workplace or racial harassment.
21. Using abusive or demeaning language or raising slogans against any senior officer or any employee of the Company at the workplace (whether verbal or in writing).
22. Willful insubordination or disobedience of any lawful and reasonable orders of superiors or of the management or willful non-cooperation with fellow employee for proper discharge of duty at any time.
23. Unpunctual, late or irregular attendance, prolonged absence without sanctioned leave or beyond sanctioned leave without prior approval, leaving workplace without permission within official hours
24. Obtaining or attempting to obtain leave of absence by giving false reasons or attempting to obtain any benefit under false pretext or by making false statements
25. Negligence or failure to take due care while obtaining and preserving documents/records
26. Negligence or failure to ensure accuracy and timely completion of work

27. Willful damage/loss to the property of the Company and unauthorized removal or defacement of notices of the Company at the notice board.
28. Dereliction of duty or neglect of work in the course of performance of duty.
29. Sleeping or dozing whilst on duty or reading magazine, novels and other non-professional literature/material during working hours.
30. Loitering, idling or wasting time during working hours staying within the premises of the Company or after authorized hours of work without permission.
31. Carrying Company's assets, files or office documents to residence or any other place outside the workplace without prior permission of the Company. Unauthorized/careless use of any of the Company's facility/equipment/assets/furniture or any other thing for personal use.
32. Gambling within the premises of the Company or smoking in a non-designated area.
33. Not following dress code as prescribed in HR policies, Workplace Attire policy of the Company.
34. Not responding to the calls of the manager or shouting or speaking in raised voices in presence of customers or other colleagues & breaching the office decorum.
35. Consuming banned drugs/narcotics/intoxicants etc. in the workplace or while on duty and/or having possession of banned drugs/narcotics/intoxicants at the workplace.
36. Coming to duty in an intoxicated state; drinking alcohol during official hours or being under the influence of drug not medically prescribed at the workplace or at any other time at the workplace without official

permission.

37. Making false allegations regarding a colleague that maligns his/her reputation or making defamatory remarks against the Company/Management or writing of anonymous or pseudonymous letters criticizing employees/Company.
38. Non-disclosure to Company management of any infectious/contagious disease from which the employee is suffering and which may endanger the health & safety of other colleagues.
39. Abuse of authority, threat, harassment or pressure to obtain illicit favors from colleagues/customers/vendors/partners.
40. Refusal to comply with transfer orders to another role or location or work on a job or project assigned or refuse a request to change in responsibilities if such a change is business necessity.
41. Failure to act in spite of having knowledge of wrong things being practiced or take corrective steps to stop such practices or escalate such matter to higher authorities.
42. Incurring debt to an extent considered by the management as excessive.
43. Engaging in and/or facilitating any financial transaction or dealing including money lending and borrowing with colleagues/partners/customers which may create a conflict in the discharge of one's duties and may impact the brand or reputation of the Company or any of the group Companies or would constitute a breach of the Code of Conduct
44. Refusal to accept charge-sheet or any other communication of the management in person or by post.
45. Instigation or abetment of fasting or any other act with an explicit view to

influencing the Company's decisions/actions.

46. Holding unofficial meetings within the work premises or any other premises owned by the Company without permission of the Management or entering or remaining in the work premises, unless for official purposes, after the permissible/authorized hours of duty or doing private or personal work within the work premises without the previous permission of the management.
47. Hiding away or attempt to hide away any articles, documents or materials of the Company.
48. Handling or attempting to handle any equipment, apparatus, IT system or vehicle not entrusted to the charge of the employee.
49. Interfering in the work of other employees and/or the Management or approaching higher authorities for favor or gain directly or through other people.
50. Refusing to attend nominated training programs unless agreed upon by superior or refusing to attend meetings as and when required by the management.
51. Indiscipline or breach of any standards/rules for smooth operations of any department or maintaining its cleanliness and hygiene
52. Refusal to share one's activities during working hours with the Manager or refusal to submit activity report when demanded by the Manager or not responding to telephone calls or emails from the Manager or any other superior Officer/Management.
53. Leaking any information relating to official matters to outsiders, as they are confidential.
54. Demanding, taking or giving bribes/gifts or any illegal gratification from

clients and vendors in violation of relevant guidelines or indulging in any corrupt practice and/or lending or borrowing money to and from subordinate employees.

55. Failure of due diligence in any deal/transaction to avoid any possibilities of a fraud or money laundering.
56. Spreading false rumor or giving false information which tends to disrupt the Company or its employees (or spreading among the employees).
57. Breach or non-adherence of any provisions contained in rule, regulation, direction or instruction applicable under any law for the time being in force applicable to the Company or any policy, procedures, rules, working practices, guidelines, regulations or instructions issued by the Company from time to time for carrying on the business or administration.
58. Carrying on directly or indirectly or "Benami" transactions in the office premises.
59. Other private business without the written permission of the Management or having private financial dealings with persons or firms etc., having business relations with the Company for the sale and purchase of any material, equipment or supply of labor, if any, or for any other purpose.
60. Publication of any articles relating to the work of the Company without obtaining prior written permission of the Company or giving interview to press, radio and television without the permission of the Management or participation in public discussions, debates, and deliver speech in public pertaining to the affairs or business of the establishment without permission from the competent authority of the Company or making statements (in any manner whatsoever) to the press or other media without prior permission of the Management for any official purpose or in official capacity.

61. Non-disclosure of any relationship as defined in Conflict of Interest policy of the Company.
62. Submission or representation to any authority or public-men except through proper channel.
63. Acceptance of gift from any person connected with business of the Company breaching the policy.
64. Lending or borrowing money to or from subordinate employees by using authority.
65. Speculation in any investment or commodity within the premises of the Company.
66. The sale or canvassing for the sale of commodity, tickets of chances in any lotteries or raffles within the premises of the Company.
67. Organizing, attending or holding unofficial meetings within the boundaries of the premises or in any of the premises owned by the Company.
68. Distributing or exhibiting inside the premises of the Company any newspaper and bills(s), pamphlets or poster(s) without the previous written sanction of the Management.
69. Copying in whatever manner and taking the extracts of official documents, data with a view to keeping/storing them at home or to maintain files at home or data theft or pilferage or any dishonest act.
70. Breach of confidentiality or a loss of confidence by any act which are prejudicial to the reputation and interest of the Management or Company or failure to take all possible steps to protect the interest of the Company and to perform duties with utmost integrity, honesty and diligence.

71. Fulfilling a task by other person than the one to whom it has been assigned. In case of absence the employee has no right to bring another person to replace him, except with the prior consent/permission of Management representative.
72. Mis-selling the policy to the customer or have failed to adequately train & sensitise the partner staff in ensuring due diligence in following the sales process.
73. Not meeting the customer and logging in the policy.
74. Third party payment through self-account.
75. Allowing third party payment not as per the Company process.
76. Engaging in any other trade/business/employment while in the employment of the Company without confirming with your supervisor.
77. Not following due process of escalation of grievances as outlined in the Grievance Redressal process in section XVI
78. Making general allegations without giving any specific details (person, policy, process etc.) and evidence to substantiate the allegations
79. Failure to attend the EO/EC meeting convened to investigate the grievance raised
80. Misrepresentation of the customer information like occupation, income, address etc, updating own contact number or any other contact number instead of customer's contact number or updating incorrect tagging of NRI customer as resident of India or vice versa
81. Sharing of Company data with another employee for monetary benefits or sharing the customer policy information with anyone (including family members) other than the customer

82. Password sharing with another colleague/partner or maintaining the online or physical record of ID and passwords which breaches the Information & Cyber Security policy of the Company.

83. Recording conversation between employees/partners/vendors without consent with a malicious intention or misuse of the recording that adversely impacts the brand or reputation of the Company or any of the group Companies or would constitute a breach of the Code of Conduct

It must be noted that misconduct cited in the above categories are indicative in nature and are not exhaustive.

Provided however the Company shall at its sole discretion consider any act or omission not mentioned hereinabove as an act of misconduct, having regard to the facts and circumstances of the case.

Provided further that if the Governance Council deems it appropriate having regard to the facts and circumstances of the matter, it may impose more than one punishment/penalty in addition to recovery of loss, if any incurred by the Company as a result of the misconduct.

In cases where there is evidence and employee accountability is established beyond reasonable doubt which shows error of commission or omission due to which loss has been caused to the Company, the Company reserves the right to recover the loss from the employee in addition to disciplinary/other appropriate action.

Explanation: The following shall not amount to a punishment/penalty within the meaning of 'punishment/penalty' as above.

(a) Withholding of salary for failure to submit necessary documents as desired by the Company;

(b) Sending of notices to resume duty where the employee is absent otherwise than on sanctioned leave or official duty;

(c) Reversion of an employee to his parent organization in case he had come on deputation;

(d) in the event of termination from services:

- i. Of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement;
- ii. Retirement of an employee on his attaining the age of superannuation or upon attaining age 58 in terms of the scheme formed by the Company;
- iii. Cessation of employment of a permanent employee by giving notice period to the employee as per the notice period policy of the Company as applicable from time to time;
- iv. Discharge from employment of an employee on medical grounds, if he is declared unfit to continue in Company's service by the Company's Medical Examiner / Medical Board or has been unfit for more than six months by submitting medical certificates for the period.

XV. Classification of Misconduct:

For the purpose of classification and reporting, Misconduct has been classified as follows:

a) Fraud: "Definition in line with the amendments made in the Section 447 - Definition of Fraud as per Companies Act, 2013"

"Fraud in relation to affairs of a Company or anybody corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue

advantage from, or to injure the interests of, the Company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss”

b) Behavior: Any instance of behavior on the part of the employee towards another colleague, customer or vendor/partner that undermines the self-respect and dignity of the colleague and creates a climate of psychological insecurity, intimidation or harassment including physical insecurity.

c) Other Code Violation: Any violation of the Code policy of the Company that are not covered under Fraud, Behavior.

d) Policy & Process Violation: Any instance where the employee has not received service as per the defined process or policies of the Company.

e) Sexual Harassment: Any act defined in the Sexual Harassment policy of the Company in line with the Prevention of Sexual Harassment at Workplace, Act 2013. All allegations under Sexual Harassment shall be dealt in accordance to the provisions given under the Prevention of Sexual Harassment at Workplace Act, as amended from time to time.

XVI. Grievance Redressal process:

(a) Employees are encouraged to raise any grievance that they may have regarding any breach/violation in any policy or process, breach of professional etiquette or standards of acceptable behavior by any colleague, vendor, advisor or any third party associated with the Company in a professional capacity or report any other act which is in contravention of the breach of the Company’s Code, The Prevention of Sexual Harassment at the Workplace policy, Anti-Bribery & Anti-Corruption Policy, Anti-Money Laundering Policy, Compliance Policy, Framework for Managing Conflict of Interest, Insider Trading Code, Whistle Blower Policy, Information and Cyber

Security Policy, Fraud Risk Management Policy, HR Policies and any other policy governing employee conduct at the workplace that may be defined from time to time and also any statutory or regulatory laws as may currently be there.

- (b) Employees are required to login on the egov portal (The egov portal serves as the repository of all relevant information pertaining to each grievance and for purpose of monitoring and tracking of all grievances for timely resolution) which is on the Company's Intranet and provide all relevant information such as (name of the person or persons involved, date, time, location etc.) of the complaint/grievance and submit any evidence (such as names of witness/es, documents, screenshots, text/emails, recordings etc.) as may be there to substantiate the complaint/grievance raised by him/her so that the grievance may be suitably investigated.
- (c) Employees are encouraged to use the egov portal at all times. However, for any reason if the egov portal is not accessible, employees may send their grievance over email at employeeassist@icicicprulife.com
- (d) For grievances pertaining to Sexual harassment, employees may also write to womensafety@icicicprulife.com
- (e) Employees are required to provide relevant details and specific information rather than general comments to enable proper investigation of the grievance. The Governance team shall examine the nature of the grievance and accordingly, classify the same under the category of misconduct as defined in section XV.
- (f) If the Complaint is received against an inactive employee then it has to be recorded as complaint received but employee is inactive on egov portal.
- (g) The Governance team (team managing employee grievance/complaints against the employees and part of Human Resources) shall assign the case for preliminary investigation to the Operational Risk team for fraud and code violation cases, to the relevant HR manager for behavior related grievances,

to the respective Functional team for any process or policy related grievance. Grievance pertaining for sexual harassment shall be assigned to the Internal Complaints Committee as per the process defined under Policy against Sexual Harassment at Workplace and the cases pertaining to Whistle Blower and Senior Management Escalation will be handled as per the Whistle Blower Policy.

- (h) Based on the preliminary investigation report and in line with principles of natural justice shall issue a show-cause notice (SCN) to the Respondent reiterating the charges alleged against the respondent and requiring a written explanation against each allegation and any supporting evidence that the respondent may like to provide towards his/her defence to be submitted within a specified period.
- (i) If the employee refuses to accept the show cause notice, it shall be kept on record and the show cause notice shall also be sent by email to his personal and official email address and registered post or courier to his last recorded address. Any notice by e-mail shall be deemed as served upon the employee as well. If refused, the show cause notice will be deemed to have been served upon the employee.
- (j) Depending upon the gravity of the misconduct alleged, evidence as maybe there and the reply to SCN received, the Governance team may appoint either an EO/EC to inquire into the allegations. The EO or EC, as the case may be, shall comprise such employees who are/is superior in level to the employee facing enquiry. As far as possible, the EO shall not be from the same department as the employee facing enquiry. However, the Governance team depending on the case facts may appoint a senior officer from the same department as the employee facing enquiry in exceptional circumstances.
- (k) During the course of the enquiry, both the Complainant and the Respondent may be allowed to have the assistance of a co-employee working in the establishment, if he so desires in writing. However, no outsider will be allowed to assist the Complainant and the Respondent in the enquiry proceedings. But their statements can be recorded by the EC. Both the

Complainant and the Respondent are required to submit their responses in writing with supporting documents as may be there. Verbal responses shall not be accepted. Recordings with consent can be accepted as a documentary deposition.

- (l) The EO or the EC, on the basis of the written statements given by the employee/witnesses & evidence submitted, received and collected, as a part of the enquiry process shall submit the enquiry report recording the findings and reasons thereof to the Governance team.
- (m) All employees are required to co-operate and support the investigation by providing the details as may be sought by the EO/EC.
- (n) If on the conclusion of the enquiry, the employee has been found guilty of any of the charges against him, the Governance team shall pass an order levying any one or more such punishment/penalties, as specified in Rule XVII as considered necessary to meet the ends of justice. The action recommended against the employee or the employees concerned shall be in line with the Disciplinary Action Framework in section XVII. The decision recommended shall be ratified by the Governance Council. In awarding punishment/penalty under these rules, the Governance team shall take into consideration the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist. The action should be proportionate to the nature of misconduct and also there necessarily needs to be consistency in the actions taken. If the allegations raised by the employee are found to be incorrect then the Governance team may recommend action against the Complainant shall be taken on the Complainant for raising malicious/frivolous complaint.
- (o) The approval quorum for the decision of the Governance Council should be a minimum of two members.
- (p) The Governance Council for the sexual harassment cases will be Head of Governance and two senior women employees nominated by the Head of HR. The disciplinary action recommended by the ICC and Governance team

on the sexual harassment cases will be ratified by the Governance Council. The approval quorum for the Governance Council should be a minimum of two members.

- (q) An employee reserves the right to appeal against the decision of the Governance Council and the appeal needs to be made within seven working days from the date of serving of the order appealed against. The appeal shall be addressed to the Appellate Authority and submitted to the Governance Team. The Governance team shall forward the appeal and the records of the case to the Appellate Authority. The Appellate Authority shall consider whether the findings are justified or whether the punishment/penalty is excessive or inadequate and pass appropriate orders. The Appellate Authority may pass an order confirming, enhancing, reducing or setting aside the punishment/penalty or remitting the case to the authority which imposed the punishment/penalty or to any other authority with such direction as it may deem fit in the circumstances of the case.
- (r) The decision of the Appellate Authority will be final and binding on the employee.
- (s) The disciplinary action (punishment/penalty) shall be notified by the Company to the employee and a copy of the disciplinary action shall be maintained in the employee's personal record on PACE and on e-gov portal.

XVII. Disciplinary Action Matrix:

Any disciplinary action against an employee shall be recommended by the Governance Team and ratified by the Governance Council. The disciplinary action recommended shall be proportionate to the severity of the misconduct, due consideration to fairness and consistency of previous actions and as per the Disciplinary Action Matrix.

The Punishment/penalty that may be imposed on an employee for acts of misconduct for any good or sufficient reasons including but not limited to non-performance shall include the following:

Classification of Misconduct	Nature of offence	Disciplinary action based on Misconduct
Misconduct Level 1	<ul style="list-style-type: none"> • Errors of omission without intention to cheat; • Minor impact • Habitual irregularities 	Cautionary action ¹ , Deterrent action ²
Misconduct Level 2	<ul style="list-style-type: none"> • Significant circumstantial evidence; • Significant material impact • Gross or serious violations 	Deterrent action ² , Capital action ³
Misconduct Level 3	<ul style="list-style-type: none"> • Fraud, Irregularities in high risk areas • Major material impact 	Capital action ³

¹ Cautionary action shall comprise of sensitization by issuing a counselling or caution letter

² Deterrent action shall comprise of action on rewards by giving penalty on bonus/promotion/increment/incentives etc

³ Capital action shall comprise of action on employment leading to termination or exit through resignation

Three warning letters in writing shall automatically lead to immediate dismissal.

XVIII. **Suspension and Subsistence Allowance:**

(a) Where disciplinary proceedings against an employee are contemplated by the Company or are pending and the Management is satisfied that it is necessary or desirable to place the employee under suspension, it may, by an order in writing, suspend him with effect from such date as may be specified in the order. An employee placed under suspension will be paid suspension allowance i.e. 50% of his wages/salary provided he will give a declaration by the end of the month that he remained unemployed during such period. The subsistence allowance during the pendency of enquiry can be reduced or revoked if the employee either fails to participate in the enquiry or does not cooperate in the continuation of enquiry.

(b) Where criminal proceedings against the employee in respect of any offence

are under investigation or trial and the employee is unable to attend office due to such proceedings/trial or the employee has been arrested by an authority, the employee shall be treated as though the employee is on leave without pay during the period of such arrest/absence, provided a communication is received from the employee/his family/friend informing the Company of such arrest/ reason for such absence. The total number of days of leave without pay allowed to the employee shall be the maximum period during which the employee can remain absent. On completion of such period, based on business exigencies, the Company shall take appropriate action against the employee including termination of his services.

- (c) Employees who have been acquitted of charges levied against him may be re-instated by the Company based on facts and circumstances of the case.
- (d) When an employee has been arrested by an authority and no communication is received by the Company from the employee/his family/friend informing the Company of such arrest within 5 working days of such arrest, the employee shall be tagged absconding and the procedure for absconding employees shall be followed.
- (e) The employee under suspension shall report at the Company's office/premises at the time specified in the letter of suspension, if any, to be entitled to subsistence allowance, and if he does not do so, he shall not be entitled to subsistence allowance for the days he does not report at the Employer's office. He also cannot enter the Company's premises at any other time other than specified.
- (f) The payment of subsistence allowance under this rule shall be subject to the employee concerned not taking up any employment during the period of suspension, and the Management will be at liberty to take disciplinary action for taking up outside employment during period of suspension as per these rules.

XIX. Resignation:

Any employee who wishes to resign from service of the Employer shall give the Employer notice for the period as mentioned/specified in the letter of contract/notice period policy of the Company as may be amended from time to time, and shall duly serve the Employer during the said period. The Employer may, at his sole discretion, accept the employee's resignation with immediate effect and waive the notice period and may give notice pay in lieu of the same. A resignation becomes effective when it is accepted and the Employee is relieved of his duties. Where a resignation has not become effective and the Employee wishes to withdraw it, the Authority who accepted the resignation may permit the Employee to withdraw the resignation. The notice period to be served by each employee shall be linked to their role and level and shall be as per the existing policy at that point in time. The notice period policy of the Company shall be published on the intranet in HR policies. If there is a case under investigation and the employee has resigned, it will be Company's discretion to accept the resignation or hold or decline the resignation till the investigation is completed and concluded.

XX. **Secrecy:**

No employee shall share any papers, books, drawings, files, photographs, instruments, apparatus, documents or any other property of the Company with any other person without prior written permission of the Management, nor shall he in any way pass or cause to be passed, disclose or cause to be disclosed any information or matter concerning the work nor any other confidential documents of the office to any unauthorized person or outsider or to any employee under suspension without the written permission of the Management. The obligation continues even after the employee leaves the Company, and he must return all proprietary information in his possession upon leaving. Intellectual property of the Company such as trade secrets, patents, trademarks and copyrights, as well as business, research and new product plans, objectives and strategies, records, databases, salary and benefits data, employee medical information, customer, employee and suppliers lists and any unpublished financial or pricing information are some examples of proprietary and confidential information that need to be protected. Acts of ignorance that could lead to leakage of such proprietary/confidential information, especially through electronic means – like

e-mails, web uploads, removable media (e.g. CD/DVD/pen drive) etc., shall lead to investigation and probe against the employees. The Company reserves the right to monitor its employee's activities on Company owned assets. The Company also reserves the right to take appropriate action including but not limited to initiating civil/criminal proceedings for breach of confidentiality obligations, if deemed necessary.

XXI. Superannuation and Retirement:

All the employees of the Company shall retire from the services of the Company on the last day of the month in which the employee completes 58 years of age. However the Company may at its sole discretion allow any employee to continue in service beyond the age of 58 years.

XXII. Miscellaneous:

(a) All employees shall be bound to observe all health & safety rules notified from time to time and to use safety equipment as and when necessary. Breach of Health and Safety rule shall be construed as misconduct and liable for punishment/penalty.

(b) Non-enforcement of a rule shall not prejudice the right of the Employer to enforce the same at any later date.

(c) All matters not specifically covered by these rules and regulations shall be dealt with in accordance with the relevant provisions of the law and/or usage governing such matters.

(d) The Employer reserves the right to amend or alter these rules and regulations at any time and in any manner it deems fit.

(e) Interpretation of the foregoing rules and regulations as given by the Employer shall be final and shall be binding on all persons interested therein.

(f) These service rules supersede all agreements, conditions of employment for

personnel of Employer, orally or in written form, between employer and employee.

- (g) Any deviation to the ESR or any of the HR policies over and above the exception matrix documented in the HR policies, will need approval from Head of HR.

XXIII. **Review of ESR**

ESR shall be reviewed annually and the same shall be documented with the revised date and responsibility will be of Head of Governance.

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Revised Date	June 2019	

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