



Strictly Private & Confidential

6 November 2017

HR/FTC/5769932

Neil Anthony Dsouza
55/F/2103 Saptarshi Towers
Near Billabong School
Malad West
Mumbai 400095

Dear Neil,

FIXED DURATION APPOINTMENT – Manager De-risking compliance & Control

With reference to our discussions, we are pleased to offer you a fixed term appointment as Manager De-risking compliance & Control as per the terms and conditions mentioned hereunder:

1. This appointment is on a contract basis for a fixed period of 10 months commencing on 30 November 2017 and expiring on 28 September 2018. On the expiry of the above period, your services shall automatically stand terminated.
2. During the duration of this fixed term appointment, you shall receive a consolidated all-inclusive stipend of **INR89,583/-** per month (Rupees Eighty Nine Thousand Five Hundred Eighty Three Only), subject to deductions on account of applicable laws.
3. The appointment shall be carried out in Mumbai, or at such other places in or outside India as the Bank may, from time to time, specify. The appointment will be required to be conducted on all working days during this period.
4. You will not be entitled to the benefits/privileges available to regular employees/permanent employees of the Bank. However, you will be entitled to Provident Fund benefits. An amount equal to 40% of your consolidated stipend will be eligible for such benefits.

Initial _____
Neil Anthony Dsouza

The Hongkong and Shanghai Banking Corporation Limited

India Area Management Office
52/60 Mahatma Gandhi Road, P.O. Box 128, Mumbai 400 001, India.
Telephone : 91-22-22685555
e-mail : info@hsbc.co.in
www.hsbc.co.in

Incorporated in Hong Kong SAR with limited liability
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You will also be covered by the Bank's Employee Medical Insurance Policy as well as the Group Personal Accident insurance Policy or similar schemes that may be in force from time to time. Such benefits include your rights and entitlements under various laws for the time being in force, including without limitation The Employees Compensation Act, 1923 and the Maternity Benefit Act 1970. Please refer to the respective benefits policies for details.

5. You will not be entitled to any other fees, compensation, overtime or reimbursement of any expenses or fees, other than the consolidated stipend and Provident Fund benefit referred to above.
6. Your leave entitlement will be 18 working days during the tenure of this fixed term appointment. All leaves must be approved in advance, other than emergencies, which must be notified to your Manager at the earliest possible instance. A core leave of minimum 9 consecutive days needs to be taken during the period of your fixed term appointment.
7. No stipend would be payable and pro-rata deductions will be made for the days you are unable to provide services as requisitioned by the Bank irrespective of whether the reasons for the same are within or beyond your control. However, on receiving an application from you in this regard, the Bank may at its sole and absolute discretion waive such deductions.
8. During the duration of this fixed term appointment, you will be governed by the Bank's rules and regulations as in force or as amended, altered or modified from time to time as per the discretion of the Management and as applicable. Such rules and regulations are available on the Intranet.
9. During the duration of this appointment, you shall also be bound by all the clauses of the Bank's Code of Conduct (copy attached herewith) and accepting this appointment includes your acceptance of such Code of Conduct, as amended from time to time.
10. You shall not, during the course of this fixed term appointment or thereafter, except with the prior written consent of the Bank disclose, divulge, make public or reveal to any person, any knowledge you may gain of the process, operations, systems, accounts, dealings, information and/or part with any information belonging to the Bank, its subsidiaries, associate companies, sister concerns and customers.

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11. During the period of this fixed term appointment you are expected to take maximum interest and initiative in the work assigned to you and ensure performance at high levels of quality by devoting the whole of your time, attention and ability to business of the Bank.
12. Either the Bank or you may terminate this fixed term appointment by giving one month's prior notice in writing. However, the Bank may, at its sole and absolute discretion, terminate this fixed term appointment by paying you one month's stipend in lieu of such notice period. The Bank may, at its sole and absolute discretion, waive your notice period, if the circumstances so warrant. However, in the event of your acting in any manner prejudicial to the interests of the Bank or any breach or non observance of any part of the terms and conditions under this fixed term appointment the Bank reserves right to terminate this contract forthwith any notice or payment in lieu of notice.
13. Upon termination of your appointment with the Bank, irrespective of howsoever such termination comes into effect, you shall return any and all documents, papers, media, laptop and any other asset which relate to the affairs of the Bank or any other material of the Bank, you may have in your possession.
14. Nothing in this letter, including the provisions contained in this paragraph, shall be construed to prohibit you from reporting any possible violations of any law or regulations to any regulatory, administrative or law enforcement agency, making other disclosures that are protected under any whistleblower or other provisions of any applicable law or regulations or policy, or filing a charge, testifying, assisting, or otherwise communicating with any regulatory, administrative or law enforcement agency or receiving an award for information provided to such regulatory, administrative or law enforcement agency.
15. Any variation made in the terms and conditions of this contract will not be valid unless expressly made in writing.
16. This offer is subject to satisfactory verification of your education qualifications, previous employment references, credit and other background checks.
17. You will be covered by the Bank's Employee Medical Insurance Policy or similar schemes in force from time to time.

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If the offer is acceptable to you, kindly sign and return the duplicate copy of this letter to the undersigned in token of your acceptance of the terms and conditions of your fixed term appointment as stated above.

Yours sincerely,

A handwritten signature in black ink that reads "Raj Shekhar".

Raj Shekhar
Senior Vice President HR Operations

I have read and understood the contents of the above terms and conditions of the fixed term appointment and affix my signature as a token of my acceptance of the same.

Name : Neil Anthony Dsouza Signature : _____

Place : _____ Date : _____

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